

1.0 THE SERVICE

- 1.1 Based on an inspection as described below the Surveyor, who will be a Chartered Surveyor, will provide in an appropriate reporting format as agreed with the Client.
 - 1.1.1 A details report describing the condition of the property, identifying apparent defects and repairs necessary at the time of the inspection, together with future requirements for maintenance. It will also refer to readily apparent potential hazards.
 - 1.1.2 A description of the property and other factors likely materially to affect its value.
 - 1.1.3 The Surveyor's opinion of the market value of the property at the date of the inspection on the assumptions set out below.
- 1.2 The report will not purport to express an opinion about or to advise upon the condition of uninspected parts and should not be taken as making any implied representation or statement about such parts; nor will it mention minor defects which the Surveyor considers do not materially affect the value of the property. If the report does refer to some minor defects this does not imply that the property is free from other such defects.
- 1.3 The report is provided for the sole use of the named Clients and is confidential to them and their professional advisers. No responsibility is accepted to others.
- 1.4 In preparing the report the Surveyor will exercise the skill and diligence reasonably to be expected from a Surveyor competent to advise on the property.
- 1.5 The report will not identify the existence of contamination in or from the ground, as this can only be established by other specialists.
- 1.6 A valuation will be given only where the property is used exclusively as a single domestic residence.

2.0 THE INSPECTION

2.1 The Main Building

- 2.1.1 The Surveyor will inspect as much of the surface area, both internally and externally, of the property as is practicable and will lift loose floor boards and trap doors where accessible and where reasonable to do so, without causing damage to the property or furnishings, and where necessary with the consent of the vendor. The Surveyor will not lift fitted carpets, move heavy furnishings or remove fixtures or fittings to facilitate the inspection.
- 2.1.2 The roof and upper areas will be inspected from vantage points accessible from a 3 metre ladder. With particularly tall buildings some roofs and chimneys might not be accessible with safety and without undue difficulty and these will be inspected from ground level or from a nearby available vantage point, with due regard to safety. Roof voids will be inspected assuming suitable access points are available, but insulating material and household effects, or other items stored therein will not be moved.
- 2.1.3 No comments can be made upon the practicality of using chimneys and it is not generally possible to report on the condition of flues or the presence of flue liners.
- 2.1.4 Except where the contrary is stated, parts of the structure and of the woodwork which are covered, unexposed or not readily accessible with safety and without undue difficulty, will not be inspected and it is, of course, impossible to inspect every part of every timber. The report will not purport to express an opinion or to advise upon the condition of uninspected parts and should not be taken as making any implied representation or statement about those parts.

- 2.1.5 Wherever possible the building will be inspected for evidence of structural movement or foundation defects, but no excavations will be made to establish or examine the nature of those foundations. Theoretical calculations to check sizes and/or adequacy of structural elements will not be made.

2.2 Services

- 2.2.1 The Surveyor will provide an overall impression of the services but no tests will be undertaken unless specific written instructions are given by the Client. Such tests will generally involve an additional charge.

2.3 Outbuildings

- 2.3.1 General comments only will be made on outbuildings. Leisure installations such as swimming pools, ponds, tennis courts and ancillary accommodation/equipment will only be visually inspected for evidence of any obvious defects.

2.4 Site

- 2.4.1 Boundary structures (walls, fences, gates etc) will be inspected only from within the boundaries of the property and to the extent necessary to establish their stability. Comments will be made regarding any potential liability in respect of boundaries. The Surveyor will report on the existence of any trees where these are likely to materially affect the stability of the property and where these present an insurance risk.

2.5 Flats and Maisonettes

- 2.5.1 Due to the difficulty of obtaining access to other parts of the building adjacent to a flat or maisonette, building surveys are not generally considered appropriate for flats or maisonettes and a RICS/ISVA Homebuyer Survey and Valuation is recommended instead.

3.0 THE REPORT

- 3.1 If it is suspected that hidden defects exist which could have a material effect on the value of the property, the Surveyor will so advise and recommend more extensive investigation prior to entering into a legal commitment to purchase. It may be appropriate in exceptional circumstances to defer making a valuation until the results of the further investigations are known.
- 3.2 If it is not reasonably possible to carry out any substantial part of the inspection (see Section 2 above) this will be stated.
- 3.3 Any obvious evidence of serious disrepair or potential hazard to the property will be reported, as will any other matters apparent from the inspection which are likely to materially affect the value.
- 3.4 Where the Surveyor relies on information provided, this will be indicated in the report, with the source of the information.
- 3.5 The report will state the existence of any apparently recent significant alterations and extensions so as to alert legal advisers.
- 3.6 Where the apparent sharing of drives, paths or other areas might affect the value of the property, the Surveyor will so report.

4.0 THE VALUATION

- 4.1 Unless it is made apparent by an express statement in the report the Surveyor will have made the following assumptions and will have been under no duty to have verified these assumptions:

- 4.1.1 that vacant possession is provided;
- 4.1.2 that planning permission and statutory approvals for the buildings and for their use, including any extensions or alterations, have been obtained;
- 4.1.3 that no deleterious or hazardous materials or techniques have been used and that the land is not contaminated;
- 4.1.4 that the property is not subject to any unusual or especially onerous restrictions, encumbrances or outgoing and that good title can be shown;
- 4.1.5 that the property and its value are unaffected by any matters which would be revealed by inspection of any register or by a local search (or their equivalent in Scotland and Northern Ireland) and replies to the usual enquiries, or by a statutory notice and that neither the property, nor its condition, nor its use, nor its intended use, is or will be unlawful; and moreover that the value of the property would not be affected by the possibility of any entry being made in any register;
- 4.1.6 that an inspection of those parts which have not been inspected would not reveal material defects nor cause the Surveyor to alter the valuation materially;
- 4.1.7 that the property is connected to main services which are available on normal terms other than as stated in the report and
- 4.1.8 that sewers, main services and the roads giving access to the property have been adopted other than as stated in the report.
- 4.2 Unless otherwise instructed any development value is to be excluded from the 'market value' and the Surveyor will not include any element of value attributable to furnishings, removable fittings and sales incentives of any description when arriving at an opinion of the value. Portable and temporary structures will be excluded also.
- 4.3 The definition of 'market value' is the best price at which the sale of an interest in the property might reasonably be expected to have been completed unconditionally for cash consideration on the date of valuation assuming:
- 4.3.1 a willing seller;
- 4.3.2 that, prior to the date of valuation, there had been a reasonable period (having regard to the nature of the property and the state of the market) for the proper marketing of the interest, for the agreement of price and terms and for the completion of the sale;
- 4.3.3 that the state of the market, level of values and other circumstances were, on any earlier assumed date of exchange of contracts, the same as on the date of valuation; and
- 4.3.4 that no account is taken of any additional bid by a purchaser with a special interest.

5.0 CHARGES

- 5.1 The Clients will pay the Surveyor the fee agreed in writing for the report and valuation and expressly agreed disbursements on the day that completed report is released. Interest will be charged at the rate 1½% per month on outstanding accounts.
- 5.2 Before agreeing the fee the Clients are expected to give a fair indication of what is to be inspected and in the event of the inspection being substantially more extensive than described by the Clients, the Surveyor shall be entitled to an additional reasonable fee.

6.0 COMPLAINTS

In accordance with the rules of the RICS, North & Hawkins operate a complaint handling procedure. If you require further information or have reason to make a complaint because you are dissatisfied with our service, further details can be obtained for our offices.

7.0 CONFLICTS OF INTEREST

We are required by the Royal Institution of Chartered Surveyors to ensure that the acceptance of an instruction does not lead to a conflict of interests on our part. Should any potential conflict arise we are required to inform you and offer you the opportunity to seek separate independent advice. We can only continue to undertake the instruction if all parties are satisfied that notwithstanding any potential conflict, we will at all times continue to act in your best interests. There may however be times when we cannot continue to undertake the instruction, where for instance the interests of an existing client might be prejudiced were we to do so.

In the event of any potential conflict arising our policy is to refer the matter to North & Hawkins, whose responsibility it is to manage such conflict of interests to a satisfactory conclusion. Further details are available on request.

8.0 DATA PROTECTION

In order to comply with the Data Protection Act 1998, we must inform you that North & Hawkins intends to process data relating to our clients for the purposes of performing the contract. If you have any objection to this, please let us know.

9.0 PAPERS AND DOCUMENTS

We store files and papers for clients, normally without charge. We also do not normally charge for retrieving stored papers or files in response to continuing or new instructions to act for you. However, we reserve the right to make a charge based on the cost incurred and time we spend on reading papers, writing letters or other work necessary to comply with the instructions.

On completion of a matter and payment of any outstanding accounts we shall return to you, if you so request, any documents lent to us by you for the purpose of the matter. We do not undertake to retain files for any particular period of time but generally keep all files for a minimum period of 15 years. We reserve the right to destroy files without further reference to you 15 years after completion of a matter.

10.0 COMMUNICATION BY E-MAIL

As with most organisations, we are seeing an increase in the use of e-mail as a means of communicating with our clients. All e-mail messages sent to us will, if properly addressed, arrive on the terminal of the person to whom they are addressed. However we advise that you take note of the following points:

- Internet messages may not be as instantaneous as a telephone call or fax message;
- It is not possible to implement easily across the internet a system of monitoring when a message has been read;
- The confidentiality of e-mail sent via the internet cannot be guaranteed.

11.0 DISABILITY DISCRIMINATION ACT 1995

As part of our compliance with the above, if you need to visit us and if you think there might be circumstances giving rise to difficulties of access to or within our offices please let us know and we shall be happy to discuss mutually convenient alternative arrangements such as meeting you at your office or home.