

(Example only – subject to change)

Terms and Conditions of Engagement in respect of a Survey

1. The purpose of the survey is to determine the current condition of the property. Our reports are fully compliant with RICS Home Survey Standard (1st Edition) Professional Statement and the standard Levels of Survey this defines. The survey inspection and the written report sent will vary in detail dependent on the level of survey requested. Our Surveys are Level 1 (Brief Major Defects Survey), Level 2 (Home Purchase Survey) and Level 3 (Building Survey).
2. The property is a residential dwelling (to be used for owner occupation).
3. The survey will be undertaken in accordance with the RICS Surveys of Residential Property 3rd Edition (reissue) May 2016 and RICS Home Survey Standard (1st Edition) Professional Statement, November 2019.
4. The survey will be undertaken by Phil Routledge MRICS FISVA MRPSA acting as an independent Chartered Building Surveyor.
5. Unless confirmed in writing within the attached letter, the Surveyor has had no previous material involvement with the subject property or the client and knows of no foreseeable conflicts of interest as defined by the Royal Institution of Chartered Surveyors within the RICS Mandatory Rules of Conduct October 2021.
6. The Surveyor shall rely upon verbal or written information provided by the vendor, estate agent marketing the property and the client and/or the clients legal/professional advisors relating to the tenure, tenancies, and any other relevant matters. Therefore, no responsibility or liability will be accepted for the true interpretation of any information provided by any of these parties.
7. The Surveyor will have regard to the apparent state of repair and condition of the property and will carry out a Level 1, 2 or 3 Survey as requested. He will not inspect those parts of the property which are covered, unexposed or inaccessible. Such covered, unexposed, or inaccessible parts will be assumed to be in good repair and condition except for any defects specifically noted. A visual inspection will be carried out, of so much of the exterior and interior of the property as is safely accessible and without undue difficulty standing at ground level within the boundaries of the site, within the adjacent public/communal areas and whilst standing at various floor levels, which the Surveyor considers reasonably necessary to provide the service. Additional tools e.g pole camera, may be used as the Surveyor feels necessary. The Surveyor will not raise fixed floor coverings or floorboards, move any furniture or furnishings (see point 12 for clarification). The Surveyor will not arrange for testing of electrical, heating, or other services, although the Surveyor will make a visual inspection and assessment of the exposed services and sanitaryware. The Surveyor will assume that any controls or software for the services e.g. heating, are in working order and free from defect. The Surveyor will not inspect any gardens or borders that are overgrown or inaccessible.
8. The Surveyor does not have any expertise in identifying Japanese Knotweed or other invasive plants. However, where the garden and borders are accessible, the Surveyor will comment if they believe there is a possibility that Japanese Knotweed or other invasive plants are present and will recommend further information be sought from a qualified horticulturalist. The Surveyor will not identify the species of any trees/plants/shrubs during the inspection.
9. The extent of the survey will encompass the house, a summary overview of any major permanent outbuildings and the immediate (average sized) gardens, where accessible. The Surveyor will not check if the position of boundaries at the property are correct.
10. In a Level 1 Survey one window will be tested in each elevation. In a Level 2 Survey one window will be tested in each elevation and one window of each type. In a Level 3 Survey all the windows will be tested where reachable. This is provided permission has been given to test the windows and keys are available where locked.
11. In a level 1 and level 2 Survey the inspection of the roofspace will be from the loft hatch. In a Level 3 Survey the Surveyor will enter the roofspace where safe to do so.

12. In a Level 1 Survey, floor coverings, carpets are not lifted, and furniture is not moved. In a Level 2 Survey, no floor coverings or carpets are lifted, and furniture is not moved. In a Level 3 Survey, loose laid floor coverings are lifted at the corner, where possible but furniture is not moved.
13. In a Level 1 Survey, no manhole covers are lifted. In a Level 2 Survey one manhole is lifted and in a Level 3 Survey all the accessible manhole covers are lifted where it is safe to do so.
14. Any property built in Cornwall and within an approximate distance of 15km radius of Tavistock Town Centre, between approximately 1900 and the early 1960's may have Mundic block included in the construction. For further information on Mundic Block, please go to <https://www.cornwall.gov.uk/media/lqxe4xvt/mundic-block.pdf>. The Surveyor cannot determine whether Mundic block is present at the property as the external wall construction is often covered with render, cladding etc and therefore, the presence or absence of Mundic Block cannot be guaranteed. To confirm if Mundic is present, you may wish to have a specialist intrusive test carried out. This advice is in accordance with RICS Guidance 'The Mundic Problem' 3rd Edition 1 January 2016.
15. The survey includes a brief online search on the UK Radon website for the presence of Radon Gas in the vicinity of the property but does not include a test for Radon Gas. Further information can be found at www.ukradon.org.
16. The survey includes a brief online mining search for the property but does not include a detailed mining survey of the ground. Further information can be found by commissioning a detailed mining survey.
17. This survey does not incorporate an asbestos survey and is outside the requirements of The Control of Asbestos Regulations 2012.
18. This survey does not include comments on fire protection of external cladding or detailed comments on fire precautions and further advice should be sought from a Fire Engineer.
19. Unless specifically notified, the Surveyor will make the following assumptions which he/she will be under no duty to verify:
 - 19.1 that no deleterious or hazardous materials or techniques were used in the construction of the property or have since been incorporated e.g. asbestos, high alumina cement, woodwool slabs;
 - 19.2 that good Title can be shown, and the property is not subject to any unusual or especially onerous restrictions or encumbrances;
 - 19.3 the property is unaffected by any matters which would be revealed by a local search and replies to the usual enquiries, or by any statutory notice, and that neither the property, nor its condition, or its use, or its intended use, will be unlawful;
 - 19.4 that inspection of those parts that have not been inspected would not reveal material defects nor cause the Surveyor to alter the survey materially;
 - 19.5 unless otherwise stated that no contaminative or potentially contaminative uses have ever been carried out on the property and that there is no potential for contamination of the subject property from past or present uses of the property or from any neighbouring property;
 - 19.6 that the building and its use have the necessary statutory consents and there are no policies or proposals by statutory authorities that could impact positively or adversely on the property;
 - 19.7 the property is connected to and there is a right to use the main utilities. However, the survey does not determine the direction of flow of drains or the position of any main sewer connection.
20. The report will be provided for the stated purposes and for the sole use of the above-named client(s). We accept no responsibility whatsoever to any parties other than the client. Any such parties rely upon the report at their own risk. Neither the whole nor any part of the report, nor any reference to it, may be reproduced or included in any published document, circular or statement, or published in any way without the Surveyor's written approval of the form and context in which it may appear.
21. The client will pay to Property Surveys Devon Limited the fee agreed between them and confirmed in the accompanying letter, or any amendment thereto to be agreed if the instructions are subsequently modified. Payment is required before the date of the survey, and the payment is for a one-off service. Therefore, the money received will not be treated as client money and will not be subject to the protection of the RICS Client Money Protection Scheme.

22. **Please note we require payment and acceptance to our terms & conditions as soon as possible but no later than 5 working days before the survey takes place. If payment is not received, we will not be able to carry out the survey and cancellation fees will apply as detailed in Point 23 below.**
23. As a waiver to the rights of consumers under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, there shall be no cooling off period after a survey has been instructed. No cancellation fee is payable if a survey is cancelled up to and including 5 full working days before the date of the survey. Thereafter, a cancellation fee of £100 shall be payable 4 full working days before the date of the survey, £150 shall be payable 3 full working days before the date of the survey, £200 shall be payable if cancelled 2 full working days before the date of the survey, £250 shall be payable if cancelled one full working day before the survey and the full survey fee will be payable if cancelled on the day of the survey. (Working days are Monday–Thursday, 09:00–17:00 & Friday, 09:00–13:00 excluding bank holidays).
24. Property Surveys Devon Limited are an RICS regulated company and operate a formal complaint handling procedure in accordance with the RICS Rules of Conduct October 2021 and may be subject to monitoring. Further details are available on request. Property Surveys Devon Limited shall not be held responsible for any consequential loss incurred as a result of the survey.
25. We have a General Data Protection Regulation 2018 policy (GDPR) and hold the minimum personal information required to carry out our services. We do not share this information with any other party. If you wish to view this information or request that we delete the information, please let us know. Please let us know if you would like a copy of the policy which we will be happy to forward to you.

I agree to the Terms and Conditions above.

Signed..... Date.....