

Robert Beech and Associates - Chartered Building Surveyors

TERMS & CONDITIONS – BUILDING SURVEY

1. These terms and conditions (together with the form of instruction) form part of the contract between Robert Beech & Associates and the client named on the front of the report. However the report is objective and can be relied upon by anyone with a valid legal interest in the condition of the property provided that interest has been notified to and acknowledged by us in writing. If required, and upon payment of a reasonable administration fee, the report can be re-issued (in the name of a purchaser of the property).

Important - No-one should rely on the content of the report or make any inferences from it beyond the scope of the original instructions

2. The purpose of the inspection and the verbal and written reports is to comment on the overall condition of the property or to comment on specific defects noted by others. This will have been confirmed by the form of instruction.
3. The report is not a guarantee that the property is free from defects other than those mentioned in the report but will be undertaken by a chartered building surveyor exercising reasonable professional diligence.
4. The report will not include a market valuation but may include an insurance reinstatement valuation, if requested, based on the Association of British Insurers/RICS Building Cost Information Service Guide to House Rebuilding Costs.
5. The report is based on a visual inspection of the accessible parts of the building and the inspection does not include the opening up of the structure, removal of carpets contents etc. A written report supersedes any verbal report and it is the written report that should be relied upon before committing to any expenditure on the property.
6. The report will focus on the condition of the main elements of the building. The condition of fittings and finishes will be subject to general comment only.
7. There will inevitably be limitations to the scope of the inspection (see clause 5) as the surveyor will not lift carpets or break into the structure. Ladder access can be achieved to a height of 3 metres and roof spaces and floor voids will be inspected where safe – subject to these limitations.
8. The report will conclude with a summary of the surveyor's findings. These will include "Serious Defects", "Essential Repairs", "Other Repairs" and "Further Investigation". Comments in the summary are listed for convenience and are covered in more detail in the body of the report. The summary must therefore be read in conjunction with the full comments in the report.
9. "Serious Defects" are those that threaten the stability of the structure or the safety of those using the property. These might include subsidence, severe bowing or cracking of brickwork or serious and extensive rot to structural timbers.
10. "Essential Repairs" are those that require attention within six months to prevent the defect becoming a "Serious Defect". These might include beetle infestation to timbers, major defects to roof coverings and blocked or damaged rainwater goods.

11. "Other Repairs" are those required at some stage to put the property into good condition for its age and type.
12. "Further Investigation" is recommended where the surveyor suspects the presence of a "Serious Defect" or "Essential Repair" but is unable at initial survey stage to confirm this or the extent of the defect. This could include defective drains, damp and timber decay or inadequate alterations to the structure.
13. Budget Costs may be included in the report but are based on information available to the surveyor from similar repairs in the past. They are indicative only and we recommend that competitive quotations are obtained prior to committing to expenditure. We could, if instructed, assist with this.
14. We are not qualified to report on the condition of services or sports and leisure facilities. We will draw attention to any obvious defects or matters that give us cause for concern but we recommend that specialist tests are undertaken by suitably qualified contractors.
15. The report will not comment specifically on the presence of asbestos or other hazardous materials as this falls outside the scope of a building survey. However the suspected presence of such materials will be reported if seen to enable further investigations and testing to be undertaken by a specialist if appropriate.
16. Fees for "Further investigations" will normally be based on current hourly rates with a budget price to be agreed prior to investigations being undertaken. Any costs incurred by the surveyor in employing labour, specialist contractors etc. will be charged as disbursements at cost.
17. We can only inspect those parts of the property that can be accessed safely. If further inspections are considered necessary these will be mentioned in the report and will be undertaken as "Further Investigations" (if instructed) once safe access can be arranged.
18. In the event of negligence on our part the measure of damages will be based on diminution in market value or the cost of rectifying defects at the time of survey whichever is lower. The contract is governed by English Law and parties to the contract agree to submit to the exclusive jurisdiction of English courts.
19. Our fees will be charged at rates agreed at instruction. VAT is not chargeable. Payment is due on presentation of our written report.