

Robert Beech and Associates - Chartered Building Surveyors

TERMS & CONDITIONS – SPECIFIC DEFECT

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 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 and we will not comment on the general condition of the property or services apart from where this has a bearing on the specific defect.
4. An initial written report will be submitted following our visual inspection. This inspection may be sufficient to enable us to comment with a degree of certainty on the cause and seriousness of the defect. However in some cases, and certainly where repair works are to be organised by us, some opening-up of the structure by excavation or removal of finishes may be necessary. If this is the case budget costs for these investigations will be provided before they proceed.
5. In some cases where progressive movement is suspected. Or where it would be useful to prove that a defect is not worsening a period of monitoring may be recommended. This monitoring can be undertaken by our staff and measurements and a short summary report of the implications of the monitoring readings will be provided.
6. The inspection will be undertaken and the report prepared by a chartered building surveyor exercising due diligence. 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.
7. Fees will be charged on submission of our report(s) with any costs incurred in attendance by builders charged as disbursements at cost. Payment is due on presentation of the report(s).