

Crowes Property Surveys Ltd Building Surveys Terms and Conditions

To protect your own interests please read these Terms and Conditions carefully as once we have accepted your booking they will form a legally binding agreement between us. If You (the client) are uncertain as to your rights under them or You (the client) want any explanation about them, please do not hesitate to contact us.

1. Services:

Crowes Property Surveys Ltd provides independent professional surveying and valuation services for a wide number of private and professional projects.

Crowes Property Surveys Ltd shall provide the Services to You (the client) using reasonable skill and care and the Services shall be of a quality conforming to generally accepted industry Standards and Practices.

Crowes Property Surveys Ltd will endeavor to provide the Services within the agreed number of working days from the date your survey is carried out, as noted in the Survey Quotation e-mail. (Subject to circumstances outside our control).

2. Bookings and Payments:

Bookings are deemed to be made when confirmed in writing or by e-mail by Crowes Property Surveys Ltd. Verbal bookings and/or provisional bookings cannot be made under any circumstances.

Crowes Property Surveys Ltd reserves the right not to accept a booking for whatever reason.

No deposit payment will be required at the point of booking (bookings are deemed to have been accepted once we have sent you confirmation of booking either by post or e-mail).

Bookings Invoices for survey work carried out will be sent (By post or e-mail) once the inspection (or Service) has been carried out. (See cancellation fees below).

Invoices will be issued (posted out or e-mailed directly to the addresses held) within 7 days from the Survey Inspection date (including Additional Services).

Survey Fees and Expenses are required to be paid in full and recorded at our designated bank as cleared funds prior to the report being sent. Unless, otherwise agreed between us.

Fees and Expenses can be paid either by either BACS Payment direct to the bank, (full account details are supplied on invoice), or Cheque.

Crowes Property Surveys Ltd reserves the right to charge You, (the client) interest on outstanding invoiced Fees and any incurred Charges accrued in recovering outstanding Fees. If such Fees and Charges remain un-paid (cleared funds received in our designated bank) over thirty days from the date of survey inspection or provided service date, at a rate of 10% (of total invoice amount) per month (every 30 days but calculated daily) above the base rate of The Bank of England in force at the time until the full invoice amount including Additional Charges have been paid.

This will also apply to Additional Services and Contracted In services that have been agreed between us.

Survey reports that remain unpaid for a period of 90 days will be destroyed and all records of the inspection (properties condition) removed from our company's database. This will include photographic records.

In the event of an appointment not being kept, (no access to either keys or property) either by a Vendor or Estate Agent or both, a 25% surcharge on the quoted and Agreed Fee can be levied to cover costs of a return visit to the property in question.

This Fee will be added at our discretion and dependant on the actual circumstances at the time.

3 Additional Services:

You (the client) may request Additional Services at any time up to the day prior to the provision of Services and We (The Company) will endeavour to accommodate such requests if time and availability allow. Such Additional Services and Fees payable by You (the client) in respect of such Additional Services may be agreed between us verbally but will be confirmed in writing (or e-mail) by Crowes Property Surveys Ltd, prior to or immediately after the commencement of the additional work by Crowes Property Surveys Ltd (or outside Contractors if such Contractors form part or all of the Additional Services.)

Unless otherwise agreed between Crowes Property Surveys Ltd and You (the client) at the time of the commencement of our services, invoices in respect of Additional Services requested shall be issued under the same terms as the initial bookings and the payment of the same will also form part of these conditions. This will also apply to outside contractors requested to form part of or the whole of the Agreed Services.

4 Copyright:

Copyright and design rights including logos (both registered and unregistered) in all documentation and materials issued to You (the client) by Crowes Property Surveys Ltd either electronically or by other means in connection with the provision of the Services, belong to Crowes Property Surveys Ltd.

This means that you may not copy, disseminate or use for any purpose other than the purpose for which it is providing the Services, any of the documents or materials supplied to you (the client) by Crowes Property Surveys Ltd during the provision of the Services (or Additional Services) without our written permission.

5 Confidentiality:

Crowes Property Surveys Ltd will not disclose any of the information obtained from you (the client) in the course of our provision of the Services (and Additional Services) to you (the client) to any Third Party without your express agreement.

Likewise, You (the client) have a duty not to disclose to any Third Party any confidential information belonging to Crowes Property Surveys Ltd which You (the client) may receive as a result of our provision of the Services (or Additional Services) to You (the client).

6 Liabilities:

Crowes Property Surveys Ltd shall not be liable to You (the client) in respect of any documents or materials supplied to You (the client) as part of the Services (or Additional Services)

If any of the following occur;

(a) Documents, Information, Materials and/or Advice supplied by us and used by You (the client) for any purpose other than the specific purpose for which such documents and/or information or materials and advice were prepared for.

(b) Documents, Information, Materials and/or advice which are used for any purpose by any Third Party unless such use is explicitly agreed to by Crowes Property Surveys Ltd in writing (or e- mail).

If either party (Us the Company and You the client) is in breach of any of these Terms or Conditions, neither party will be responsible for any losses that the other suffers as a result, except those losses which are a foreseeable consequence of the breach.

Losses are foreseeable where they could be contemplated by either party at the time that both parties enter into this contract.

The liability of Crowes Property Surveys Ltd shall not in any event include:

(a) Losses related to any business of You (the client), such as lost data, lost profits or business interruption.

(b) Losses that were not caused by any breach on the part of Crowes Property Surveys Ltd.

(c) Repairs and costs resulting to/from damage to the property that was either not obvious at the time of inspection or concealed by means of deception (for example: - stored goods).

7 Rights of Third Parties:

None of the Terms and Conditions set out within this document can or shall be enforceable by any person who is not a party to the Agreement between Crowes Property Surveys Ltd and You (the client) to whom these Terms and Conditions would clearly relate.

8 Cancellation:

You (the client) have the right to cancel our Agreement any time up to 24 hours prior to the survey booking date taking place.

You (the client) may cancel by writing or by e-mail. You (the client) can cancel by telephone but must follow this with clear written instructions (or by e-mail).

If, however, starts to perform the Services as agreed, (or Additional Services) before You (the client) exercise this right to cancel, the right to cancel is lost and the full Fee will become due and payable. In the event that a survey appointment (or Additional Services) is cancelled with little or no notice (i.e. one hour or less) either by You (the client) or the Vendor/Vendor's Agents for whatsoever reason, to be re-scheduled at a later date, a fee of £105.00 may be levied against You (the client) to cover travel costs and administration. Additional costs may be levied if agreed outside Contractors (Additional Services) are also cancelled under these conditions (as above).

This Re-schedule fee is entirely at our (the company) discretion.

9 Refunds:

In the event of a refund being requested and granted, for whatever reason, a 25% handling and administration fee will be retained, hence only 75% of the quoted and agreed Fee will be refunded. Including Vat unless otherwise agreed in writing between us.

10 Exceptions:

There will be no exceptions to these Terms and Conditions unless explicitly agreed between You (the client) and ourselves (the company) in writing (or e-mail) and both parties have proof of such agreement having been accepted and agreed.

11 Complaints:

Crowes Property Surveys Ltd operates under the RICS Guidelines for dealing with all complaints.

In the first instance you must notify us (the Company) in writing (or by e-mail) setting out your complaint and afford us the opportunity to put matters right.

A complaints procedure document is available on request.

12 Product Advice:

Property Surveys (Level 2 and Level 3 Survey Reports) are not insurance policies and cannot be used as such under any circumstances. Inspections are a Professional opinion based entirely on the condition of the property on the date and time it was inspected.

All professional advice is given in good faith and based on the professional's expertise. 13

Trading Name:

Crowes Property Surveys Ltd is a Limited company registered under The Companies act 2006.