

Home Condition Survey Terms of Engagement for the Client

Home Condition Survey - Applicable Terms and Conditions

Before instructing a surveyor, and for your own benefit, you should read these terms and conditions carefully. These terms and conditions apply to the report prepared on your behalf.

To confirm you have read and have understood these terms and conditions please sign two copies, returning one to your surveyor. Please retain the other copy for your own safe keeping.

Your attention is specifically drawn to the limitation of liability provisions towards the end of this document - please read them carefully.

1. The Surveyors Contract with You

The contract between you and Crowes Property Surveys Ltd will come into existence at the point at which you agree for the surveyor to inspect the property nominated by you for inspection and to prepare a report on your behalf. All reports are prepared in accordance with these terms and conditions.

When you buy a home, it is recommended that you should have an independent report on the condition of the property. The Home Condition Survey is produced by a surveyor who is a member of the Sava Scheme. The surveyor will provide an objective opinion about the condition of the property (subject to certain limitations) which you, as the buyer, will be able to rely on and use.

2. Introduction to your Surveyor

The surveyor is a member of the Sava Scheme, which is operated by Sava Ltd, and has passed an assessment of skills and holds one of the below:

- ✓ **Level 4 Diploma in Home Inspection**
- ✓ **Level 6 Diploma in Residential Surveying**
- ✓ **Level 6 Diploma in Residential Surveying and Valuation**
- ✓ **Associate/Member of RICS whose professional competency has been approved by Sava.**

In addition, the surveyor will:

- ✓ have insurance that provides cover if the surveyor is negligent
- ✓ follow the scheme and product rules required by Sava
- ✓ lodge the report with Sava for regular monitoring of competence
- ✓ have a complaints procedure which includes an escalation route to Sava
- ✓ have had a criminal records check undertaken

Your surveyor will undertake the survey on the property with reasonable care and skill.

3. Terms of the Inspection

Your surveyor will agree a time and date with you for the inspection of the property to take place. Please note that times and dates given are approximate and may be subject to change if for example, your surveyor is unavailable or due to events beyond his or her control, he/she is unable to attend the property on the date and time indicated.

The surveyor must follow the inspection standards and code of conduct set by Sava. A copy of these can be found on www.myhomeconditionsurvey.co.uk.

The Home Condition Survey is in a standard format and is based on terms which set out what to expect of both the surveyor and the Home Condition Survey. Neither you nor the surveyor can amend these terms for the survey to be covered by the Sava scheme. However, the surveyor may provide you with services beyond the report. These services are not covered by these terms nor by the Scheme and so must be covered by a separate agreement.

3.1 What this report tells you

This report will provide you with the following information:

- The construction and condition of the property on the date of inspection
- Whether more enquiries or investigations are needed
- The reinstatement cost for insurance purposes derived from data supplied by the Building Cost Information Service (BCIS), except where:
 - the property is very large or historic
 - it incorporates special features
 - it is of a less usual construction not covered by BCIS data

In these circumstances, a specialist would be needed to assess the reinstatement cost.

The main aim of this report is to inform you of:

- Any serious defects or issues that may need attention and may affect your decision to buy the property
- Areas that may require further investigation to prevent damage to the structure of the building
- Matters that should be referred to your legal adviser for further investigation

The report applies "condition ratings" to the major parts of the main building. The report will **not** provide a condition rating to outbuildings. The condition rating applied will be; 1, 2, 3 or NI (not inspected - see "How the Inspection is carried out" below).

3.2 Condition Ratings explained

Condition Rating 1

- No repair is currently needed. Normal maintenance must be carried out.

Condition Rating 2

- Repairs or replacements are needed but the surveyor does not consider these to be serious or urgent.

Condition Rating 3

- These are defects which are serious and/or require urgent repair/replacement or where the surveyor feels that further investigation is required. For example, where the surveyor has reason to believe repair work may be needed but an invasive investigation is required for confirmation. A serious defect is one which could lead to rapid deterioration in the property or one which is likely to cost more than 2.5% of the reinstatement cost to put right.

You may wish to obtain quotes for additional work prior to exchange of contract where a condition rating 2 or 3 is given.

3.3 Matters not covered by the report

This report will not tell you about:

- The value of the property
- Matters that might affect value (such as the location of the property or the availability of public transport and other facilities)
- Any minor defects that would not normally affect your decision to buy
- How to undertake any repairs to remedy any defects or deficiencies
- The cost of any repair work
- The efficiency of any services installed or any features that could only be effectively monitored over a longer period
- Asbestos (see below).

If you need advice on matters or areas that are not covered by the Home Condition Survey, this must be arranged separately. The report is not an asbestos inspection under the Control of Asbestos Regulations 2012.

3.4 What, When and How is the Inspection Carried Out?

At the point at which the survey is carried out, although it is for your benefit you will not own the property and therefore the inspection will be subject to some limitations. An explanation of what the surveyor will do is given below.

Provided access is given by the home owner, the surveyor will undertake a full visual and non-invasive inspection (including loft spaces, cellars, all where the access is safe). The surveyor will look at the inside and outside of the main building, all permanent outbuildings, grounds and areas in common or shared use and the parts of the gas, electricity, water and drainage services that can be seen.

The surveyor will carry out the inspection from all vantage points possible, but cannot:

- Report on leisure facilities or equipment
- Report on temporary outbuildings
- Trespass on adjacent private property
- Walk on any sort of roof
- Access areas that are more than 3m above the floor level – such features will be inspected from ground level or from a vantage point within the building
- Access areas that are less than 3m above the floor level if, in the opinion of the surveyor, it would not be safe to do so
- Take up or move carpets, floor coverings, floorboards or insulation etc.
- Move heavy furniture or remove contents of cupboards
- Move smaller items of furniture etc. without the express consent of the occupier
- Force open or remove secure panels or the fabric of the building
- Undertake a specialist test of any of the services, although where possible they will be observed in normal operation, or turn on any services that are not connected at the time of the inspection. The surveyor cannot comment on the efficiency of any services or renewable installations (such as photovoltaic panels)
- Comment on sound insulation or noise of any sort

The surveyor will curtail the inspection if he/she feels it unsafe to continue for any reason (including the risk of damage to the property itself, risks to any occupiers or visitors and risks to the safety of the surveyor etc.) The surveyor will check for damp in areas he or she is of the opinion will be prone to damp, using a moisture meter.

3.5 Flats

The surveyor will carry out a non-invasive inspection at the level of detail set out above for the main walls and roof over the flat. The surveyor will inspect the shared access to the flat and the area where car parking or the garage for the flat are located.

The surveyor will not: -

- Inspect the rest of the block to this level of detail
- Inspect shared areas or services to other flats in the block
- Access the roof space unless the access is within the flat and subject to the restrictions outlined above
- Comment on shared drains, fire or security alarms
- Comment on any terms of the lease

3.6 Property Risks - assumptions

The surveyor assumes that the home is not built with nor contains hazardous material and is not built on contaminated land. However, if any materials are found during the inspection which may contain hazardous substances, if anything is identified which may damage the property, or if the surveyor finds evidence to suggest any contamination of the land, this will be reported and you may wish to seek further advice.

3.7 Risks to People

The surveyor will report on matters that may have existed for a long time and cannot reasonably be replaced or modified but may still, in the opinion of the surveyor, present a risk to occupiers or visitors.

4. Price and Payment

The surveyor will agree the price of the survey to be carried out prior to attending the property.

If you fail to pay the invoice on the due date, the surveyor will have the right to charge interest on any outstanding sums due at 4% per annum above Barclays Bank base rate from time to time. Interest on the outstanding sum will be applied daily until you have paid all the sums due in full.

5. Your Rights and Responsibilities

The report is prepared solely for use by you and your conveyancer. It is not intended to be used nor relied upon by any third party and the surveyor accepts no liability whatsoever and howsoever arising to any other third party.

6. Your Right to Cancel your Agreement with the Surveyor

Once this agreement has come into existence, you have 14 days from the date of the agreement to cancel it without giving any reason (Cancellation Period). The Cancellation Period shall expire after 14 days from the day the contract comes into existence. If you wish to exercise your right to cancel within this period you must immediately inform the surveyor.

However, if you instruct the surveyor to perform the survey during the Cancellation Period, you will be liable for the whole amount of the surveyor's fees for performing the inspection and for the preparation of the report.

7. Liability and Insurance

IMPORTANT – PLEASE READ CAREFULLY: this section sets out the surveyor's liability to you.

Nothing in these terms and conditions will exclude or limit the surveyor's liability to you for:

1. Death or personal injury caused by the surveyor's negligence;
2. Fraud or fraudulent misrepresentation; or
3. Any matter where it is unlawful to exclude liability.

Subject to the above, the surveyor's total liability to you whether under this agreement or otherwise (including statutory duty) shall not exceed the sum of £250,000.

8. Events Beyond the Surveyor's Control

The surveyor shall have no liability to you for any failure to comply with this agreement where such failure is due or caused by an event or circumstance beyond the surveyor's control including, by way of example, strikes, lock outs and other industry disputes, flood, fire, explosion, or accidents (including terrorist attacks) or breakdown of systems or network access.

9. Ending This Agreement

The surveyor may end this agreement with you at any time if:

1. You are in material breach of this agreement;
2. It is unsafe to inspect the property;
3. The surveyor is unable to access the property; or
4. You are unable to pay your debts as they fall due or a bankruptcy petition or bankruptcy order is made against you.

10. Invalidity

If any part of these terms or conditions is unenforceable the enforceability of any other part of these terms and conditions will not be affected.

11. Entire Agreement

These terms and conditions and the Home Condition Survey Report set out the whole of the surveyor's agreement relating to the supply of services provided by the surveyor to you.

12. Governing Law

These terms and conditions are governed by and interpreted in accordance with English law and the English Courts shall have exclusive jurisdiction to resolve any dispute between the surveyor and you.

I have read and understood these terms and conditions. The surveyor has pointed out his/her limit of liability and my right to cancel the agreement with the surveyor.

Signed by:

Date: