

Evans Jones Ltd – Full Building Survey Terms and Conditions

The Service

The Evans Jones Ltd Full Building Survey Service includes:

- an inspection of the property (see 'The inspection' below);
- a report based on the inspection (see 'The report' below);
- A Reinstatement Cost (see 'Reinstatement Cost' below);
- A Valuation is excluded from our standard service but can be added as an additional service (see 'The Valuation' below)

Evans Jones Ltd aim to give you professional advice to help you to:

- make a reasoned and informed decision on whether to go ahead with buying the property;
- take account of any major repairs or replacements the property needs;
- appreciate any maintenance issues over and above what one would usually expect of a property of this age and type
- consider what further advice you should take before exchanging contracts

The Inspection

We will inspect the inside and outside of the main building and all permanent outbuildings, but will not force or open up the fabric. We do not take up carpets, floor coverings or floorboards, move furniture, remove the contents of cupboards, remove secured panels or undo electrical fittings. If necessary, we will carry out parts of the inspection when standing at ground level from public property next door. We may use equipment such as a damp-meter, binoculars and torch, and may use a ladder for flat roofs and for hatches no more than three metres above level ground (outside) or floor surfaces (inside) if it is safe to do so. In all instances the health and safety of our Surveyor will be the foremost consideration and the inspection will be limited to those areas that our Surveyor, at his own discretion and in accordance with Evans Jones LLP's health and safety policy can access safely.

Services to the Property

Services are often hidden within the construction of the property and, as a result, only the visible parts of the available services can be inspected. We will not carry out specialist tests, or test or assess the efficiency of electrical, gas, plumbing, heating or drainage installations (or whether they meet current regulations) or the inside condition of any chimney, boiler or other flue.

Outside the Property

We will inspect the condition of boundary walls, fences, permanent outbuildings and areas in common (shared) use. To inspect these areas, we will walk around the grounds and any neighbouring public property.

Buildings with swimming pools and sports facilities are also treated as permanent outbuildings, but the surveyor will not report on the leisure facilities, such as the pool itself and its equipment, landscaping and other facilities (for example, tennis courts and temporary outbuildings).

Flats

When inspecting flats, we will assess the general condition of outside surfaces of the building, as well as its access areas (shared hallways, staircases and so on). We will inspect roof spaces only if we can gain access to them from within the subject property. We will not inspect drains, lifts, fire alarms and security systems.

Dangerous Materials, Contamination, Planning and Environmental Issues.

We will not make any enquiries about contamination or other environmental dangers. However, if we suspect a problem, we will recommend a further investigation. We will assume that no harmful or dangerous materials have been used in the construction, and do not have a duty to justify making this assumption. However, if the inspection shows that these materials have been used, we will report this and ask for further instructions. We will not carry out an asbestos inspection, and will not act as an asbestos inspector when inspecting properties that may fall within the Control of Asbestos Regulations 2006. With flats, we will assume that there is a duty-holder (as defined in the regulations), and that an asbestos register and effective management plan is in place which does not need any immediate payment or present a significant risk to health. We will not consult the duty-holder.

We will not make any enquiries to the Local Planning Authority to establish whether the property is subject to any unusual planning restrictions, planning enforcement orders or whether the property will be affected by any current planning applications or proposals. Where the property has been altered or extended we will assume that the necessary planning approvals have been secured. For the purposes of this document the term 'planning' shall include planning, listed building and conservation area consents.

The Report

We will produce a report of our inspection for you to use, but cannot accept any liability if it is used by anyone else. If you decide not to act on any piece of advice in the report, you do this at your own risk and Evans Jones Ltd cannot be held liable for any loss as a consequence. The report is a detailed assessment of the property and seeks to record the construction method of each element, identify any defects present, establish the cause of the defects and describe the most suitable method of repair in sufficient detail to allow you to obtain a quotation from a competent contractor.

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In addition we will endeavour to identify significant maintenance considerations over and above what one would expect of a property of the age and type.

Whilst we are not your legal advisors we will also seek to highlight any issues which may affect your ownership or enjoyment of the property where these are evident on site to enable your legal advisors to make further enquiries.

Our report will summarise Significant defects, Urgent repairs and legal issues within an executive summary at the beginning of the report. It will not summarise minor defects and maintenance issues in the executive summary.

A 'Significant Defect' is a defect which will affect the value of the property either now or at re-sale.

An 'Urgent Defect' is an item which, if not dealt with promptly, will threaten the structure or weather-tightness of the property or will present a health and safety risk to the occupants or members of the public.

The aim of the report is not to list every single defect, many of which may be minor in nature and insignificant to our opinion and your decision as to whether or not to proceed with the purchase. Rather the aim of the report is to highlight major issues and provide an overall, reasoned assessment of the property.

We will note in our report if we were not able to check any parts of the property that the inspection would normally cover. If we are concerned about these parts, the report will tell you about any further investigations that are needed.

The surveyor will state the Energy Efficiency Rating and Environmental Impact Rating as stated on the Energy Performance Certificate for the home, if available.

The surveyor will not specifically comment on any legal documents or other documents relating to the property.

The surveyor reports on property-related risks or hazards that will include defects that need repairing or replacing, as well as issues that have existed for a long time and cannot reasonably be changed but may present a health and safety risk or hazard.

If the property is leasehold, the surveyor will give you general advice and details of questions you should ask your legal advisers.

The Valuation

A valuation is not included within our standard Service but may be added as an additional element. Where instructed we will give our opinion on the market value of the property.

'Market value' is the estimated amount a property should exchange for, on the date of the valuation, between a willing buyer and a willing seller, in an arm's length transaction after the property was properly marketed wherein the parties had each acted knowledgeably, prudently and without compulsion.

When deciding on the market value, we also make the following assumptions.

In respect of the materials, construction, services, fixtures and fittings, and so on we will assume that:

- an inspection of those parts which have not yet been inspected would not identify significant defects or cause us to alter our valuation;
- no dangerous or damaging materials or building techniques have been used in the property;
- there is no contamination in or from the ground, and the ground has not been used as landfill;
- the property is connected to, and has the right to use, the mains services mentioned in the report; and
- the valuation does not take account of any furnishings, removable fittings and sales incentives of any description.

Legal matters -

We will assume that:

- the property is sold with 'vacant possession' (your legal adviser can give you more information on this term);
 - the condition of the property, or the purpose that the property is, or will be, used for does not break any laws;
 - no particularly troublesome or unusual restrictions apply to the property, that the property is not affected by problems which would be revealed by the usual legal enquiries, and that the vendors have applied for and acted in line with all necessary Planning and Building Regulation permissions (including permission to make alterations); and
 - the property has the right to use the mains services on normal terms, and that the sewers, mains services and roads giving access to the property have been 'adopted' (that is, they are under local-authority, not private, control). We will report any more assumptions they have made or found not to apply.
- If the property is leasehold, the general advice referred to above will explain what other assumptions the surveyor has made.

Reinstatement Cost

The 'Reinstatement cost' is the cost of rebuilding an average home of the type and style inspected to its existing standard using modern materials and techniques and in accordance with current Building Regulations and other legal requirements.

This includes the cost of rebuilding any garage, boundary or retaining walls and permanent outbuildings, and clearing the site. It also includes professional fees, but does not include VAT (except on fees).

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The Reinstatement cost will help you decide on the amount of buildings insurance cover you will need for the property but is not in any way linked to the 'Market Value' of the property as previously defined.

Budget Costs

We will provide Budget Costs for items which are considered to be 'Significant Defects' or 'Urgent Repairs' (as defined above). These costs will be simple lump sum figures based on each item being completed as a 'one off' item of work unless stated otherwise. The Budget costs will exclude VAT and make no allowance for professional fees or Local Authority Charges where these apply. Costs are based on rates experienced on the date of survey and make no allowance for inflation should works be completed at a later date. Where significant maintenance works are anticipated we may, at his discretion provide budget costs for these items.

Standard Terms of Engagement

1 The service – the surveyor will provide the standard Full Building Survey Service ('the service') described above unless we agree in writing before the inspection that the we will give you additional advice.

2 Before the inspection – you will tell us if there is already an agreed, or proposed, price for the property, and if you have any particular concerns about the property.

3 Terms of payment – you agree to pay our fee and any other charges agreed in writing in full accordance with Evans Jones' Conditions of Engagement current at the point of instruction. You have been provided with a copy of these conditions with the quotation but these are also available to view at

<http://www.evansjones.co.uk/company/conditionsofengagement/>

Where there is any conflict between the terms outlined in this document and our conditions of engagement the latter will take precedence.

4 Cancelling this contract – you are entitled to cancel this contract by giving notice to the surveyor's office at any time before the day of the inspection. If you cancel this contract, you will remain liable for any reasonable expenses incurred by Evans Jones between the date of instruction and the date of cancellation.

The surveyor will not provide the service (and will report this to you as soon as possible) if, after arriving at the property, they decide that they lack enough specialist knowledge of the method of construction used to build the property.

If the surveyor cancels this contract, they will explain the reason to you.

5 Liability – the report is provided for your use, and the surveyor cannot accept responsibility if it is used by anyone else.

Complaints Handling Procedure

Evans Jones Ltd has a complaints handling procedure which is available to view upon request.

Note: These terms form part of the contract between you and the surveyor.

Money Back Offer

If after completing our initial inspection of the property we conclude that our Survey Report will recommend that you do not proceed with the purchase we will attempt to contact you to ask you whether you wish us to proceed with our service and, specifically the writing up of our report.

If you instruct us not to proceed we will refund 50% of our fee or, if you have not already paid, we will discount our fee by 50% and issue you with an invoice for payment in accordance with our standard terms.

If you instruct us not to proceed you will receive no form of written report whatsoever.

We will attempt to contact you using your principle contact telephone number only. If you do not answer we will leave a message but it is reliant on you to call us back in a timely manner to benefit from this offer. If we have not received a call back prior to our leaving site we will proceed with writing up our report and the full fee will be payable.

This offers applies only where we conclude that our recommendation will be not to proceed, we call you from site to seek further instruction and you respond whilst we are still on site confirming you do not wish us to proceed.

If, after receiving our report, you decide not to proceed this offer does not apply regardless of the contents of our report or any conclusions you may draw from it