

Evans Jones Ltd – New Home Snagging Report - Terms and Conditions

The Service

The Evans Jones Ltd New Home Snagging Report Service includes:

- an inspection of the property (see 'The inspection' below);
- a report based on the inspection (see 'The report' 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 defects, poor quality workmanship, matters of non-compliance with current standards or poor design elements;
- appreciate any maintenance issues over and above what one would usually expect of a new property
- consider what further advice you should take before exchanging contracts
- agree a schedule of works with the Vendor to be completed prior to purchase
- In the event that the Inspection is carried out after completion of the purchase to provide the client with a list of works requiring remediation.

Our assessment of workmanship and standards is based on a comparison to British Standards, Relevant Codes of Practice, The Building Regulations, and The Building Regulations Materials and Workmanship standards and the Surveyor's own knowledge and experience of generally accepted good practice.

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 Ltd'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. The Developer should be able to provide Certification under the Building Regulations which should be based on self-certification of services by the relevant specialists/sub-contractors. We will endeavour to highlight the requirement for such specialist certificates. Where provided prior to our inspection we will view them in good faith but can accept no liability for their authenticity or compliance with relevant standards which remains the responsibility of the Developer.

Outside the property

We will inspect the 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 comment on Environmental Search Reports as they are generally too generic in nature for us to provide any meaningful comment. Any queries relating to these reports should be directed to the Provider. We assume that, as part of the normal disclosure process you Legal Advisors will obtain confirmation from the Vendor/Developer that the site was/is not contaminated or that any contamination has been remediated and shall secure certification from an independent body to confirm this.

As this is a new property we will assume that it does not contain any Asbestos containing materials. We will not carry out an Asbestos Survey.

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. We will assume that the property has been built in full accordance with the Planning Approval and that all Planning Conditions have been discharged. For the purposes of this document the term 'planning' shall include planning, listed building and conservation area consents.

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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 identify; any defects present; any items of poor workmanship/finish; items of non-compliance with current building standards; and future maintenance considerations over and above what one would normally expect of a new home of this size, in this location. This assessment is limited to what could reasonably be identified from a visual inspection (as outlined above). Our results will be set out in abbreviated form in sufficient detail to allow the Vendor/Developer/Contractor to identify the particular item and may specify in outline a suitable remedial work. 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. We will highlight completion, test and conformity certificates you should reasonably expect from the developer. Where these are provided prior to our inspection we will review these and make comment where appropriate. These will be viewed in good faith and the responsibility for compliance remains with the developer.

We cannot be held liable where such certificates, notices, guarantees or warranties are based on false information or have been deliberately or inadvertently issued in error by the responsible person/body.

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

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 Service. We are not able to offer this service.

Additional Inspections/Services

This service allows for a single inspection of the Property only. If you require an additional inspection or inspections these will be subject to an additional pre-agreed charge.

Where documents are provided after the issue of our report and you wish us to review or comment on these this will be subject to additional charge on the basis of time expended at the hourly rate of £100 per plus VAT and Expenses.

Standard terms of engagement

- 1 The service – the surveyor will provide the standard New Home Snagging Report 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/conditions_of_engagement/

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.