

## Building Consultancy Terms and Conditions

*The terms and conditions set out below apply in addition to the Carter Jonas Terms of Engagement. Please note the clauses in section 2 will only apply to relevant instructions. Please seek clarification from your Carter Jonas Surveyor if necessary.*

### 1. General Terms and Conditions

- 1.1. The Report is prepared with the skill, care, and diligence to be expected of a competent Chartered Surveyor. The individual Surveyor assumes no personal financial responsibility or liability in respect of the Report and no reliance or inference to the contrary should be drawn. The Report shall not be reproduced in part or in whole or relied upon by third parties without the prior written consent of Carter Jonas (and such persons rely upon the Report at their own risk).
- 1.2. The Report is provided for the private and confidential use of the client named on the Report only. It may only be shown to other professional advisors acting for you, such as your Solicitor or other Legal Advisor. However, the contents are not to be discussed with, nor made use of or disclosed to any third party without our express written consent. Without any such consent we accept no responsibility to any third party for comments or advice given in the Report.
- 1.3. The formal Report will take precedence over any verbal advice given prior to the formal Report being received.
- 1.4. The Surveyor will carry out a visual examination only of as much of the property as is practicable and freely assessable. They will not inspect those areas that are covered, unexposed or not reasonably accessible. The Surveyor will identify any areas which would normally be inspected but to which access was not available; in such circumstances the Surveyor will advise in the Report if they consider that access should be obtained or if further specialist investigations are required for the purpose of inspection. They will also advise on possible or probable defects based on the evidence available at the time of the inspection.
- 1.5. The Surveyor will advise by means of a formal Report as to their opinion of the visible condition and state of repair of the subject property. The Report should be construed as a comment upon the overall condition of the property and is not an inventory of every single defect, particularly if they are not considered to be of major structural significance or would not significantly affect the market value of the property.
- 1.6. You are advised to read the whole of the Report and to fully appreciate its contents before proceeding into a legally binding agreement to purchase or lease the property. If telephone advice is given before issuing the Report, it will not always be possible to relate all relevant matters. Any further investigations or the need for further specialist advice should also be considered and service engaged before proceeding.
- 1.7. The Surveyor will have regard to personal safety and will not venture into parts of the property or into areas that seem to be unsafe. They will not access neighbouring land or property unless access has been agreed or the land is publicly accessible.
- 1.8. Parts of the structure, such as foundations and woodwork, which are covered, unexposed or inaccessible will not be inspected except where stated to the contrary. Theoretical calculations to check sizes and/or adequacy of structural elements will not be made.
- 1.9. The Report will advise the client of all tests or further investigations, or specialist advice that we recommend should be carried out.
- 1.10. Important Note - Asbestos: Building products containing asbestos were finally banned in England & Wales in November 1999. All buildings constructed before that date could therefore potentially contain asbestos-containing materials. Carter Jonas LLP do not undertake any form of asbestos surveys and your Building Survey is not a substitute for a specialist asbestos survey under the Control of Asbestos at Work Regulations 2012 and should not be construed as such.

- 1.11. Unless otherwise expressly stated in the Report, the Surveyor will assume that no deleterious or hazardous materials or techniques have been used in the construction of the property. However, the Surveyor will advise in the Report if, in their view, there is a possibility that deleterious materials may have been used and may also be in concealed locations. A recommendation for further inspection and tests will be given if the survey believes there is a chance the property contains deleterious materials.
- 1.12. In undertaking the inspection, and in writing the Report, the Surveyor will assume the following:
  - a. That the property is not subject to any unusual or especially onerous restrictions or covenants which apply to the structure or affect the reasonable enjoyment of the property.
  - b. That all Byelaws, Building Regulations and other consents have been obtained. In the case of new buildings, alterations and or extensions which would require statutory consents or approvals, the Surveyor will not verify whether such consents have been obtained, nor will the Surveyor make any enquiries which are normally the duty of a solicitor or other legal advisor, and the Surveyor will not obtain or inspect drawings and specifications.
  - c. That the property is unaffected by any matters which would be revealed by a local search (or their equivalent in Scotland and Northern Ireland) and replies to the usual enquiries, or by a statutory notice, and that neither the property, nor its condition, its use, or its intended use, is or will be unlawful.
- 1.13. No enquiries will be made of the planning, local or other statutory authorities and thus investigations of title, tenure, covenants, rights of way, planning, listed building consents or building regulation approvals, clearance or demolition orders, improvement lines, road widening schemes, Architects certificates normally involving the services of a solicitor will not be carried out.
- 1.14. Where we are commissioned to provide approximate budgets of likely repair costs the following qualifications apply:
  - a. Wherever possible, budgets will be based on our recent experience involving comparable work. If no comparable work is available, we will include a contingency.
  - b. Budgets are not substitutes for firm quotations or estimates. If costs represent a critical factor in your decision whether to proceed with the acquisition, then quotations should be first be obtained from reputable contractors or specialists.
  - c. Budgets will always exclude professional fees, statutory fees and VAT unless otherwise stated.
  - d. Over recent years construction inflation has been significantly higher than general published inflation figures. Budgets are based on present day, 'Day One' costs and may quickly become out of date.
  - e. Budgets will only relate to the extent of work that is apparent at the time of inspection. You must accept that additional work may become apparent when safe access is available and the area in question can be fully opened-up.
  - f. In addition to any budget figures that we Report, you are advised to add a contingency of at least 15% of the total repair budget to cover any unforeseen works.
- 1.15. Although comment may be made on approximate costs of repairs, you may wish to verify these by obtaining quotations from reputable building contractors before becoming committed to the purchase. Please note that costs provided will not account for VAT / contractor on-costs / professional fees and are based on carrying out work separately. The figures provided are for guidance and budgeting only. Tendering similar works as a group may provide costs which differ. Similarly, where further investigations or enquiries are recommended, these should also be carried out before you become committed to the purchase. Costs are likely to apply to any additional services.

## 2. Building Surveys and Transactional Instructions

- 2.1. Where possible, the Surveyor will attempt to lift sample loose floorboards and hatches and a limited sample of suspended ceiling tiles where practically possible, and where accessible and safe do so. The Surveyor will not attempt to raise fixed floorboards, hatches etc without permission from the vendor. The Surveyor will not move furniture, raise fitted carpets or take up other coverings for the purpose of the inspection unless permission is sought, or there is accessed to do so.

- 2.2. The Surveyor will inspect the roof structure and ceiling voids if there are available hatches and it is practical and safe to do so. The Surveyor will have a ladder of sufficient height to gain access to a hatch, void or to a single storey roof of not more than 3 m (10 ft) in height. Any stored items in voids will not be moved.
- 2.3. All external high-level areas, which are not accessible by the use of a 3m ladder such as, roof coverings, gutters, chimneys and other high-level parts, these will be inspected from ground level within the curtilage of the property and with the aid of binoculars and a camera where necessary. This may mean that some high-level parts cannot be seen, and your attention will be drawn to this in the Report. Where high level access is not possible as necessary, we would recommend further inspection or investigations using appropriate access equipment, such as a drone or a powered access lift to inspect high level roofs and gutters.
- 2.4. We will not inspect ground bearing (save for commenting upon the condition of the wearing surface only) or multi storey car park structures and you should arrange for a consulting structural engineer to undertake an inspection of any such structures by separate appointment.
- 2.5. Where the property is leasehold and contained within a larger building, the inspection will encompass the interior of the common parts of that building as well as the interior of the subject property. A general comment on the common corridor and shared services that may be applicable to the leasehold will also be made. The exterior of the building will be inspected where access can be gained and insofar as the condition of the exterior may affect the subject property. In the absence of a copy of the lease it will be assumed that the occupier of the subject property will be liable to pay a proportion of the costs relating to the upkeep and maintenance of the exterior parts and of the common parts.
- 2.6. The Surveyor will carry out a visual inspection of the building service installations (plumbing, boiler, heating, flues, ventilation, air conditioning, electrical and drainage installations, lightning conductors and the like) where accessible and will lift manhole covers where practicable (subject to the weight and size of cover and with due regard to current manual handling regulations), no tests will be applied to the services at the time of the inspection and the Surveyor will not be able to confirm that they are operating correctly or are without defect. The condition of the building services cannot be precisely ascertained by a visual inspection alone. The Surveyor may, therefore, recommend that tests or further investigations be undertaken by a relevant qualified engineer, to establish the condition of the services.
- 2.7. Unless otherwise stated in our fee and service proposal letter confirming your instructions, we will not undertake or organise for a CCTV camera survey of the underground drainage and your attention will be drawn to this in our Report.
- 2.8. If you ask us to arrange for contractors or other consultants to report on the condition of any of the building services or other matters relating to the property, such reports will be appended to our own Report without further comment. The person or firm producing such reports will be separately responsible to you for their comments and advice given. Unless otherwise stated in our letter confirming your instructions, our fees exclude the costs of engaging other such persons.
- 2.9. Where crack patterns are evident in walls, ceilings or other surfaces, the Surveyor will exercise their knowledge and judgement and will give an opinion on the likely cause or causes, together with recommendations for further investigations if appropriate. The Surveyor will not inspect the foundations, nor will they carry out other checks such as inspecting geological maps, and, therefore, no comment can be made on adverse ground conditions or foundation problems not readily visible from an inspection of the building itself.
- 2.10. Testing for dampness in walls and floors will be undertaken with an electronic moisture meter with short metal probes. The moisture meter will be applied at random intervals in the surface of walls and floors where unobstructed by furniture, fittings, or other coverings or obstructions.

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- 2.11. We do not carry out any specialist checks for insect attack to timbers, other than comment on the possibility of infestation. We will recommend where necessary further investigations to be carry out by a specialist.
- 2.12. We do not carry out any soil tests or make any other investigations into the nature or condition of the soil, contamination, pollution or seepage or other harmful substances or health hazards which may be found in the ground or surrounding area, either on the property or on neighbouring or adjacent properties. Therefore, we are unable to Report on such matters.
- 2.13. We will carry out a basic flood risk assessment ([www.flood-map-for-planning.service.gov.uk](http://www.flood-map-for-planning.service.gov.uk)) as well as a basic radon gas assessment ([www.ukradon.org](http://www.ukradon.org)), using information available on the noted webpages. You should ask your Legal Advisor to carry out further checks as required.
- 2.14. No investigation will be made as to the use of High Alumina Cement concrete or calcium chloride additive or other potentially damaging material in the construction of the property, or incorporated since construction, unless specific instructions are given to the contrary. The survey may comment on the potential of such materials depending on the age and type of construction of the property and will recommend further investigations as required.
- 2.15. Unless otherwise stated in our Report, we have not been able to inspect woodwork, cavities, foundations, or any other parts of the property which were covered, unexposed or inaccessible, nor have we been able to inspect all surfaces of all timbers or other elements of the property. Therefore, we are unable to Report that any such part of the property is free from defect or has been properly and adequately constructed.
- 2.16. Unless otherwise stated in our letter confirming your instructions, we will not provide an assessment of reinstatement / rebuilding cost for the purposes of insurance against fire or other peril (sometimes referred to as a fire insurance assessment or fire insurance valuation). This additional service can be arranged but there will be an additional fee and separate conditions of engagement issued accordingly upon your instruction. The instruction should also be received prior to the date of inspection of the property so that any relevant information or specialist service can be carried out at the time of the inspection.
- 2.17. We do not provide or comment on the open market valuation of the property. Plot sizes, room sizes or land sizes stated in agents' particulars will not be checked.