



RICS®



General T&C

1.1 These terms and conditions apply to the services to be provided by My Home Surveyors Ltd. in accordance with the instructions received from the Client, as named in the booking email, as amended by any subsequent requested (and agreed) changes. Both the attached letter and these terms and conditions form the basis of the contract between My Home Surveyors Ltd and the Client. If you are wanting additional names added to the report, such as a family member or partner, you are agreeing our terms and conditions on their behalf. Where other 3rd parties such as a housing association, Solicitor, Lender etc are listed on the report no contractual relationship is created with them.

1.2 Subject to express agreement to the contrary and any agreed amendments/additions, the terms on which the Surveyor will undertake the survey are set out below.

1.3 None of the Company's employees, directors or consultants individually has a contract with the Client or owes the Client a duty of care or personal responsibility. The Client agrees that they will not bring any claim against any such individuals personally in connection with the valuation or report.

1.4 Should the Client suffer loss as a result of any breach of contract or negligence on the part of the Company, our liability shall be limited to a just and equitable proportion of that loss having regard to the extent of responsibility of any other party. Our liability shall not increase by reason of a shortfall in recovery from any other party, whether that shortfall arises from an agreement between the Client and them, the Client's difficulty in enforcement of any other cause.

1.5 My Home Surveyors Ltd will, unless otherwise expressly agreed, rely upon information provided by the Client, the Client's legal or other professional advisers of the vendor/lessor (where appropriate) relating to tenure, tenancies and other relevant matters.

1.6 It will not be possible for applicants that are not the vendors to accompany the Surveyor on an inspection.

1.7 Should the Surveyor be unable to access any part of the property due to circumstances outside of their control a £150 re-inspection fee will apply should you wish those parts of the property to be included in the Report.

1.8 The service does not include an asbestos inspection and falls outside of The Control Of Asbestos Regulations 2012

1.9 Our inspection will be carried out in accordance with RICS practice guidelines where safe and practical to do, however no items of furniture or ornaments will be moved by the surveyor.

1.10 If you have opted for a HSS Level 2 with valuation, or HSS Level 3, or you have taken the optional reinstatement cost in other products it will be included in the report unless one can only be provided by a specialist (for example, some listed properties and/or those of unusual construction).

1.11 Specific HMO safety and space/amenity regulations are a complex matter and fall outside the scope of a residential L2 inspection. The report will therefore not cover these matters (unless of course an element is clearly unsafe from a visual inspection), or anything relating to HMO licensing or planning, and we would always advise you seek advice from a specialist and obtain the appropriate legal advice prior to purchase.

2. Fees and Expenses

2.1 The Client will pay My Home Surveyors Ltd with the agreed fee, as per our covering letter, for the Report (which is inclusive of VAT) and any expressly agreed disbursements. By paying the fee you agree to these terms and conditions.

2.2 The report will not be issued until the fee has been paid in full.

2.3 Fees taken in advance are not client money and are not subject to the RICS client money protection scheme

2.4 A payment has or may be made, either individually or part of a third party commercial relationship

2.5 If the instruction has come from a Lender or Panel this clause 2 does not apply unless you have received a quote directly from My Home Surveyors.

3. The Materials, Construction, Services, Fixtures and Fittings, and so on (Clauses 3.1 to 3.5 do not apply where you have purchased a Remote Valuation).

3.1 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 his view, there is a likelihood that high alumina cement (HAC) concrete has been used in the construction and that, in such cases, specific enquiries should be made or tests carried out by a specialist.

3.2 Where visible, lead water supply pipes and asbestos will be noted, and advice given.

3.3 The Surveyor will advise if there are transformer stations or overhead power lines which might give rise to an electro-magnetic field, either over the subject property or visible immediately adjacent to the property, but the Surveyor cannot assess any possible effect on health. The Surveyor cannot report on any underground cables.

3.4 The Surveyor 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, the Surveyor will assume that there is a duty holder (as defined in the regulations), and that an asbestos register and an effective management plan is in place which does not need any immediate payment or present a significant risk to health. The Surveyor will not consult the duty holder.

3.5 The Surveyor will assume that an inspection of those parts which have not yet been inspected would not reveal significant defects or cause the surveyor to alter their valuation;

3.6 The valuation does not take account of any furnishings, removable fittings and sales incentives of any description.

3.7 The surveyor will assume that;

Mains services and the roads giving access to the property have been adopted;

That in the case of a new property for which the construction has not been completed, the construction will be satisfactorily completed; and

That in the case of a newly constructed property, the builder is a registered member of the NHBC or equivalent and has registered the subject property in accordance with the scheme concerned; and

That where the property is part of a building comprising flats or maisonettes, unless instructed or otherwise aware to the contrary, the cost of repairs and maintenance to the building and grounds are shared proportionately between all the flats and maisonettes forming part of the block, and that there are no onerous liabilities outstanding.

3.8 The surveyor will not inspect carpets or other fixtures and fittings, white goods or appliances on any valuation or survey type.

4. Contamination

4.1 The Surveyor will not comment upon the existence of contamination as this can only be established by appropriate specialists. Where, from their local knowledge or the inspection, they consider that contamination might be a problem they will advise as to the importance of obtaining a report from an appropriate specialist.

5. Consents, Approvals and Searches

5.1 The Surveyor will assume that:

the property is not subject to any unusual or onerous restrictions or covenants which apply to the structure or affect the reasonable enjoyment of the property.

all bye-laws, Building Regulations and other consents required have been obtained. In the cases of new buildings, and alterations and extensions which require statutory consents or approvals, the Surveyor will not verify whether such consents have been obtained. Any enquiries should be made by the Client or their legal advisers. Drawings and specifications will not be inspected by the Surveyor.

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.

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;

for leasehold properties, there is a fixed ground rent and service charge which does not exceed £250 and £1,000 respectively. If the property is inside London, the Surveyor will assume there is a fixed ground rent of £1,000 and service charge of £5,000.

5.2 The Surveyor will report any more assumptions they have made or found not to apply. If the property is leasehold, the report will explain what other assumptions the surveyor has made.

6. Complaints Procedure

6.1 My Home Surveyors Ltd has a formal complaints procedure in the unlikely event of dissatisfaction. A copy of this Procedure will be provided on request.

7. Cancellation Policy

7.1 If you have specifically ordered a survey to be provided or the Inspection you have booked takes place during the 14-day cooling off period you will not be entitled to a refund for service already provided to you or an Inspection which has taken place before the date of cancellation, even if the 14-day period has not expired.

7.2 Our cancellation policy is relevant within as well as outside the 14-day cooling off period and is:

- a) If you cancel within 5 working days prior to the appointment date, there will be a administration fee off £100 +VAT
- b) If you cancel on the day, full charges will apply.
- c) All cancellation must be notified in writing at least 3 working days prior to the appointment otherwise charges in 7.2 (b) apply.

8. Restriction on Disclosure

8.1 The report to be provided shall be confidential to the Client for the specific purpose to which it refers. It may be disclosed to the Client's professional advisers, but it shall not be disclosed to any other person, nor reproduced in whole or in part without the prior written consent from the applicant, to specify who they would like it disclosed to.

8.2 The Surveyor will accept responsibility to the Client alone that the report will be prepared with skill and care reasonable to be expected of a competent Valuer but accepts no responsibility whatsoever to any other person other than the Client.

9. Contracts (Rights of Third Parties) Act 1999

9.1 Our liability in respect of this report is limited to you as our Customer. There is no intention to confer any third party right as described in the Contracts (Right of Third Parties) Act 1999.

ADDITIONAL CONDITIONS OF ENGAGEMENT IF YOU HAVE ENGAGED My Home SURVEYORS TO UNDERTAKE A BUILDING SURVEY

The Service

10. The Surveyor

10.1 Based on an inspection as defined below, the Surveyor, who will be appropriately qualified will advise the Client by means of a written Report as to his opinion of the visible condition and state of repair of the property where visible. the Surveyor will always be a fully qualified MRPSA/Tech RPSA/RICS Associate or chartered surveyor. Whilst We do check that Surveyors are insured and that any of their industry specific memberships and professional accreditations are up to date, we do not carry out any other vetting of any Surveyors and therefore cannot provide assurances as to their character or competency aside from their qualifications, memberships and accreditation's.

11. The Inspection

11.1 Accessibility and Voids

The Surveyor will inspect as much of the surface area of the structure as is practicable but will not inspect those areas which are covered, unexposed or not reasonably accessible.

11.2 Floors

The Surveyor will lift accessible sample loose floorboards and trap doors, if there are any, which are not covered by heavy furniture, ply or hardboard, fitted carpets or other fixed floor coverings.

11.3 Roofs

11.3 Roofs

The Surveyor will inspect the roof spaces if there are available hatches of a sufficient size to enable reasonable access. Please note that hatches over stairs stairwells/staircases will not be considered accessible. The Surveyor will have a ladder of sufficient height to gain access to a roof hatch or to a single storey roof, not more than 3.0 m (10'0") above the floor or adjacent ground. It might therefore not be possible to inspect roofs or roof spaces above this level; in such cases, pitched roofs will be inspected by binoculars and the roof-space not inspected unless safe access can be provided. The Surveyor will follow the guidance given in Surveying Safely issued by the RICS in April 1991, which incorporates the guidance given in Guidance Note INDG405 on the safe use of ladders and step ladders issued by the Health and Safety Executive.

11.4 Boundaries, Grounds and Outbuildings

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).

11.5 Services

The Surveyor will only carry out a visual inspection where accessible and practicable of the service installations. Please note it may not be possible to lift some Inspection Chamber

covers. No tests will be applied. The Surveyor will report if, as a result of their inspection, they consider that tests are advisable and, if considered necessary, an inspection and report by a specialist should be obtained.

11.6 Areas not inspected

The Surveyor will note in their report if they were not able to check any parts of the property that the inspection would normally cover. If the Surveyor is concerned about these parts, the report tells you about any further investigations that are needed. The Surveyor will not report on the cost of any work to put right defects or make recommendations on how these repairs should be carried out. However, there is general advice in the 'What to do now' section at the end of the report.

11.7 Flats

11.7.1 Unless otherwise agreed, the Surveyor will inspect only the subject flat and garage (if any), the related internal and external common parts and the structure of the building in which the subject flat is situated. Other flats or properties will not be inspected.

11.7.2 The surveyor will not enter on to any Private land that is not in control of the vendor.

11.7.3 The Surveyor will state in his Report any restrictions on accessibility to the common parts or visibility of the structure. The Surveyor will state whether he has seen a copy of the lease and, if not, the assumptions as to repairing obligations on which he is working.

11.7.4 The Client is reminded that, particularly on the case of large blocks, the object of the inspection is to give guidance on the general standard of construction and maintenance, pointing out those items which will require attention within, say, the next decade and not to list those minor points which would normally be taken care of in the course of routine maintenance.

11.7.5 Many flats form part of large developments consisting of several blocks. In such cases the Surveyor will be inspecting only the one block in which the flat is situated.

12. Market Value and Cost of Repairs

12.1 The Report will not include a market value of the property unless specifically agreed between the Surveyor and client at extra cost.

12.2 Where the Surveyor has agreed to express their opinion on the market value of the freehold/leasehold interest in the property, the Surveyor will meet the relevant requirements of the RICS Appraisal and Valuation Manual.

12.3 The figure will represent the market value which is defined as the best price at which the sale of an interest in the property might reasonably be expected to have been completed unconditionally for cash consideration at the date of the valuation assuming:

a willing seller;

that, prior to the date of valuation, there had been a reasonable period (having regard to the nature of the property and the state of the market) for the proper marketing of the interest, for the agreement of price and terms for the completion of the sale;
that the state of the market, level of values and other circumstances were, on any earlier assumed date of exchange of contracts, the same as on the date of valuation;
that no account is taken of any additional bid by a purchaser with a special interest; and
that both parties to the transaction had acted knowledgeably, prudently and without compulsion.

12.4 The report will not include a cost of repairs unless specifically agreed between the surveyor and client at extra cost. If contracted for, this covers any repairs the surveyor identifies (rated as CR3 and will under no circumstances include gas or electricity) that would need to be addressed together with an approximate cost to rectify the faults. This is calculated using RPSA/RICS guidelines in conjunction with the surveyor's knowledge and experience.

ADDITIONAL CONDITIONS OF ENGAGEMENT IF YOU HAVE ENGAGED MY HOME SURVEYORS TO UNDERTAKE A HOMEBUYERS OR CONDITION REPORT

The Service

13. The Surveyor

13.1 Based on an inspection as defined below, the Surveyor, who will be appropriately qualified will advise the Client by means of a written Report as to his opinion of the visible condition and state of repair of the property.

14. The Inspection

14.1 The Surveyor inspects the inside and outside of the main building and all permanent outbuildings, but does not force or open up the fabric. This means that they 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, the Surveyor will carry out parts of the inspection when standing at ground level from public property next door.

14.2 The Surveyor 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.

15. Services to the Property

15.1 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. The Surveyor 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 flue.

16. Outside the Property

16.1 The Surveyor inspects the condition of boundary walls, fences, permanent outbuildings and areas in common (shared) use where feasible. To inspect these areas, the Surveyor walks around the grounds of the subject property.

17. Flats

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

17.2 The Surveyor will state in his Report any restrictions on accessibility to the common parts or visibility of the structure. The Surveyor will state whether he has seen a copy of the lease and, if not, the assumptions as to repairing obligations on which he is working.

17.3 The Client is reminded that, particularly on the case of large blocks, the object of the inspection is to give guidance on the general standard of construction and maintenance, pointing out those items which will require attention within, say, the next decade and not to list those minor points which would normally be taken care of in the course of routine maintenance.

17.4 Many flats form part of large developments consisting of several blocks. In such cases the Surveyor will be inspecting only the one block in which the flat is situated.

18. The Report

18.1 The report focuses on matters that, in the Surveyor's opinion, may affect the value of the property if they are not dealt with. The report will be produced in a format that complies with the RICS/RPSA approved format and use the same condition ratings.

18.2 If, during the inspection, the Surveyor identifies issues that your legal advisers may need to investigate further, the Surveyor will refer to these in the report and will give you general advice and details of questions you should ask your legal advisers.

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

19. Market Value

19.1 Where you have purchased the option for a valuation and the Surveyor has agreed to express his opinion on the market value of the freehold/leasehold interest in the property, the Surveyor will meet the relevant requirements of the RICS Appraisal and Valuation Manual.

19.2 The figure will represent the market value which is defined as the best price at which the sale of an interest in the property might reasonably be expected to have been completed unconditionally for cash consideration at the date of the valuation assuming:

a willing seller;

that, prior to the date of valuation, there had been a reasonable period (having regard to the nature of the property and the state of the market) for the proper marketing of the interest, for the agreement of price and terms for the completion of the sale;

that the state of the market, level of values and other circumstances were, on any earlier assumed date of exchange of contracts, the same as on the date of valuation;

that no account is taken of any additional bid by a purchaser with a special interest; and

that both parties to the transaction had acted knowledgeably, prudently and without compulsion.

20. Reinstatement cost

20.1 If you have opted and paid for a market valuation the report will include a reinstatement cost unless one can only be provided by a specialist (for example, some listed properties and/or those of unusual construction).

21. RICS Homebuyer/Condition Service

21.1 The Surveyor will provide either the standard RICS Homebuyer Service or Condition Report ('the service') described in the 'Description of the RICS Homebuyer Service/Condition Report', unless you and the Surveyor agree in writing before the inspection that the Surveyor will give you additional advice.

21.2 You will tell the Surveyor if there is already an agreed, or proposed, price for the property, and if you have any concerns (such as plans for extension) about the property.

ADDITIONAL CONDITIONS OF ENGAGEMENT IF YOU HAVE ENGAGED MY HOME SURVEYORS TO UNDERTAKE A REINSTATEMENT COST REPORT

22. The Report and Purpose

22.1 The report is to be provided in accordance with the Client's instructions as a Reinstatement Cost Report.

22.2 The report will be valid for 3 years from the date on the report, unless significant alterations are made to the property which increases its size. After this date a new Reinstatement Cost Report will need to be purchased.

22.3 In producing the report, the Surveyor will meet the relevant requirements of the current version of RICS BCIS guidance notes.

22.4 The purpose for the Reinstatement Cost Report is to calculate the full cost of rebuilding a property following total loss from insured perils.

22.5 The declared value for insurance purposes has no direct relationship to the market value of the property.

22.6 The customer must declare on the booking form the full extent of the property including any outbuilding, land, anything offsite or annexes. If you are unclear from a description a plan must be provided.

22.7 This service is purely to provide you with a Reinstatement Cost Report for the property. It is not a condition survey, and the report will not cover defects, structural instability, insurance risks (eg trees, flooding) or any other matters which are not relevant to a Reinstatement Cost Report.

23. Limitation of Liability

23.1 Liability Limitations: The liability of the company for any claims, damages, or losses arising out of or relating to the home inspection services shall be limited to the amount paid by the client for the services rendered by the company.

23.2 Scope of Inspection: The home inspection services provided by the company are limited to a visual inspection of accessible areas and systems of the property, and do not include any invasive or destructive testing or examination. The inspection is limited to the date of the inspection and is not a guarantee or warranty of the future performance of the property or its systems.

23.3 Exclusions: The home inspection services provided by the company do not include any testing or examination of environmental hazards, such as mold, asbestos, or radon, or any systems or components that are not readily visible or accessible.

23.4 Client Responsibility: The client is responsible for ensuring that the property is accessible for the inspection and that all utilities and systems are operational and available for inspection. The client is also responsible for any defects or issues that are discovered after the inspection but before the purchase or sale of the property.

23.5 Notice of Claim: Any claim, demand, or action arising out of or relating to the home inspection services must be made in writing to the company within 10 days of the inspection. Failure to provide timely notice may result in a waiver of the claim.

23.6 Governing Law: These terms and conditions shall be governed by and construed in accordance with the laws of the state or jurisdiction where the inspection takes place.

23.7 Insurance: The company carries professional liability insurance to protect against claims arising out of the home inspection services. However, the liability of the company is limited to the terms and conditions set forth in this agreement.