

T R DAVIES LTD CHARTERED SURVEYORS & VALUERS
STANDARD TERMS AND CONDITIONS IN CONNECTION PROPERTY
INSPECTIONS AND EXPERT WITNESS/CONSULTANCY WORK

Below are our standard terms and conditions in connection with Property Inspections, and Expert Witness/Consultancy Work.

Please note that we have specific Terms of Engagement for Building Surveys, Valuations and Specific Defect Surveys, which can be provided on request.

Our Duty of Care

T R Davies Ltd confirms that in the performance of its duties under the appointment documents, it will exercise the reasonable skill and judgment expected of a professional company in undertaking such work.

Professional Indemnity Insurance and Risk Management

Our Insurers are AON Insurance Plc.

Our limit of indemnity is £250,000.00 in any one claim.

We always aim to keep our policies in line with our risk and we do this as economically as we can to reduce costs to you, the Client.

Inspections Generally

Based on an inspection as defined below, the Surveyor, who will be a Chartered Surveyor of the Royal Institution of Chartered Surveyors (herein referred to as the RICS), will advise the Client by means of a written report as to his opinion of the visible condition and state of repair of the subject property, and its value (for Valuation Reports).

The report will set out our opinion as to the defects which exist or which may occur in the immediate future. The defects will be those found at the property at the time of inspection or those that may occur within the next one or two years if not action is taken. Our opinion will be based on the information that we are able to obtain following our inspection of all parts of the building that can be seen from the property without causing any damage to the property, its decoration, finishes or contents.

The report will be based on our inspection of the subject property and site and any information provided to us, either written or oral, we will assume to be correct.

Reports, where appropriate are in accordance with the Professional Standards, January 2014 (Revised April 2015).

Accessibility and Voids

The Surveyor will inspect as much of the surface area of the subject property and site as is reasonably practicable but will not inspect those areas which are covered, unexposed or not reasonably accessible unless the Client, Owner or Occupier gives express permission to open up and be responsible for the reinstatement and making good costs. Furniture will not be moved.

In the former case, we are therefore unable to confirm that such areas are free from defect.

On the day of inspection, means of access to locked or secure areas must be made available. Any return to site or re-inspection (s) caused by inaccessibility will be charged at an agreed rate, plus disbursements and any out of pocket expenses.

Areas Not Inspected

The Surveyor will identify any areas that could not be readily inspected over and above those that are specifically excluded, and advise on the consequences of such lack of inspection.

Unless expressly agreed, the survey will specifically exclude all covered, concealed, unexposed or buried elements of construction such as foundations, sub-structure elements, lintels, cavities, drainage runs, services, supporting steels and the like.

Floors

Floor coverings will be lifted only where they are loose laid and where there is no risk of damage being caused to the covering or the property.

The Surveyor will lift accessible, loose floorboards and trap doors, if available, which are not covered by plywood or hardboard or mechanically fixed in position, fitted carpets or other fixed floor coverings.

The Surveyor will not attempt to raise floorboards or other coverings without prior written permission from the Client, Owner or Occupier.

High Level Inspections

The Surveyor will inspect roof space(s) internally if there are available hatches or openings of sufficient physical dimension to pass through (minimum 600x600mm).

The Surveyor will have a ladder of sufficient height to gain access to a roof hatch or opening internally not more than 3.0m (10' 0") in height above floor level.

The Surveyor will have a ladder of sufficient height to gain access to the external parts of the subject property, not more than 3.0m (10'0") in height above external ground level or other safe levels or bases.

Where other areas of the subject property cannot be examined safely above this height, then such areas will be inspected by the use of binoculars or camera zoom lens at ground level and at safe vantage points, if available.

Where high level inspections are required, above and beyond those heights safely accessible by ladder, we may recommend employment of a mechanical hoist, cherry picker, boom, scissor lift or aerial drone/quadcopter to reach such areas.

In such instances, we will advise you of the appropriate costs prior to the inspection (where possible). The Client is responsible for ordering and remittance of such systems directly with the third party.

In undertaking Property Inspections, the Surveyor will follow the guidance given in the RICS Practice Standards, UK Guidance Note – "Surveying Safely" which incorporates all allied Health and Safety legislation including the Work at Height Regulations 2005.

Building Services (Mechanical and Electrical)

As Chartered Building Surveyors, we are neither qualified nor competent to carry out detailed examinations of the various building services, i.e. electrics, heating, ventilation, drainage, plumbing, etc and any comments made in this regard will be based on a brief visual inspection only and of necessity will be descriptive only.

We will not arrange any specialist tests and inspections of the services installations unless requested to do so in writing by the Client (the Client will be responsible for the cost of such tests/inspections). We may however recommend that these are carried out if we feel the need for further investigation. It is for the Client to then arrange.

A visual inspection will be made of the manholes and drainage connections where the cover is intact, accessible and able to be physically lifted and reinstated. Drains are not subject to a CCTV survey, which, if recommended, will need to be arranged by the Client.

Deleterious and hazardous Materials

We will not carry out any investigation into structural engineering design or the presence of materials considered to be deleterious or hazardous in construction except insofar as such matters come to light in the normal course of inspections materials and state of repair.

Recognised deleterious materials include the following:-

1. High Alumina Cement (HAC)
2. Woodwool slabs used as a permanent formwork to structural concrete
3. Calcium chloride admixtures in concrete
4. Asbestos or asbestos containing materials (ACM's)
5. Aggregates for use in reinforced concrete which do not comply with British Standards Specification 882:1992 and aggregates for use in concrete which do not comply with British Standards Specification 8110:1985, 1997 such as sea dredged.
6. Urea-Formaldehyde foam or materials which may release formaldehyde in quantities which may be hazardous, with reference to the limits set from time to time by the Health and Safety Executive
7. Calcium silicate bricks or tiles
8. Concrete that might be susceptible to alkali-silicate reactions
9. Any product which contains or uses in its manufacture Montreal Listed CFC gases
10. Materials containing fibres of less than 3 microns diameter (materials containing fibres larger than 3 microns diameter will be sealed or otherwise stabilised to ensure that the fibre migration is prevented)
11. Mundic blocks and Mundic concrete
12. Brick slips

Contamination

The Surveyor will not comment upon the existence of contamination since this can only be established by appropriate specialists. Where, from his or her local knowledge or the inspection, he or she considers that contamination might be a problem, the Surveyor should advise as to the importance of obtaining a Report from an appropriate specialist.

Radon

If the property is in an area with higher than the national average radon levels, then this will be identified in the Report if appropriate. However, radon testing will not form part

of the survey. If this is recommended or a concern, then it is for the Client to then arrange.

Budget Costs

Any budget costs given within the Report are unsupported by builder's estimates and will not have been calculated on an elemental basis and are given as general guidance only.

They are subject to testing and modification by the production of a detailed Specification and competitive Tender, if required. This service will be at an additional fee to be agreed. Costs will be exclusive of Contractor's preliminaries, contingencies, and builder's works in connection with services, professional fees and VAT at the prevailing rate.

Any budget costs provided are on a "Day One" basis no allowance has been made for inflation or interest.

The nature, scope and extent of the works would need to be accurately assessed which is beyond the scope of the Report.

Costs relating to Reinstatement Cost Assessment or Fire Insurance Valuations on a metre squared basis will be formulated using known published cost data from BCIS, Spons or other industry recognised sources.

Valuations

We will provide you with our Valuation in accordance with the RICS Appraisal and Valuation Standards Manual (Red Book) effective from 1st January 2014.

Consultants & Specialists

During the course of our surveys or inspections, we may consider it necessary to recommend to you employment of a third party specialist where further investigation or professional advice is required outside the competence and expertise of a Chartered Building Surveyor/Valuer.

In such instances, we may act on your behalf to procure fee quotations from them but confirm any such engagement resulting from this will be outside the contractual relationship between you and us.

You therefore agree to formally instruct and be responsible for their fees should they be engaged at our recommendation.

Fees and Expenses

Our quotes professional fee (s) will be clearly confirmed by you in a Letter of Instruction, prior to formal engagement.

Our fee (s) are based at the time of engagement and on the information provided to us at the time a request for a fee quotation was made.

Our standard professional fee of £250 (two hundred and fifty pounds) for the first hour and £150 (one hundred and fifty pounds) thereafter plus VAT and disbursements is chargeable on all matters where these Terms and Conditions have been provided.

For court attendance, our hourly fee is £250 (two hundred and fifty pounds) plus VAT and disbursements.

All fees are recorded to quarter hourly intervals in concise timesheets.

Where the project, subject property or site to be inspected is found to be different either in size, value or complexity to that initially quoted, or further investigations by specialists beyond the initial cause for the survey are evident, then we reserve the right to charge an additional fee on a pro-rata basis.

Further or additional work arising may be subject to new terms, conditions and negotiated rates.

We will provide a maximum of two bound, hard copies of the Report (three where a copy is to be provided in a joint instruction to the Court also) and one digital copy if required. Additional hard copies of the report will be subject to further charge, of which will be confirmed with you.

Our professional fees include all work undertaken in relation to the matter, including email correspondence, telephone calls, written correspondence and all other professional services reasonably incurred in the course of the matter.

Unless expressly agreed to be included in our fee(s), travelling expenses and mileage will be charged at £1.00 per mile.

Parking and bridge tolls are chargeable as disbursements, as incurred.

Printing, postage and packing are chargeable as disbursements, as incurred.

Unless otherwise noted, our fee (s) are exclusive of Value Added Tax at the prevailing rate.

Additional visits to a property at your request, abortive visits or uncommonly high levels of correspondence (letter, email, telephone) will be charged at an agreed rate plus disbursements and any out of pocket expenses.

All fee (s) are recorded to quarter hourly intervals in concise timesheets.

Terms of Payment

You agree to pay our fees and any other charges, disbursements and out of pocket expenses as agreed in writing before the report is released.

The quote we provide is based on information that you have provided us either in written or oral form.

If this information is inaccurate or insufficient to provide an adequate quote, we may cancel the contract.

Please note that money paid on account before the Report is ready to be released will not be treated as client money and will not therefore be subject to the protection of the RICS Client Money Protection Scheme.

Cancellation

You are entitled to cancel this contract by giving three working days notice to us before inspection. This notice must be given during normal working hours and in writing.

A cancellation fee of £50.00 (fifty pounds) will be applied to cover administration and abortive time incurred if you cancel the contract before the day of inspection.

A cancellation fee of £50.00 (fifty pounds) plus 30% of the agree fee and disbursements as incurred will be charged if notice is given on the day of inspection or access which may have been arranged by you is subsequently not provided.

For Expert Witness Work, any set fee quoted shall be disregarded and our time charged on an hourly basis at £150.00 (one hundred and fifty pounds) plus VAT and disbursements, up to and including any work involved in cancelling the contract (informing third parties/travel etc).

All fees are recorded to quarter hourly intervals in concise timesheets.

We will then not provide the service and confirm this to you in writing.

If we cancel this contract with you, we will explain the reasons for doing so. Such reasons may be in respect to the level of expertise required or if on arrival of the survey or inspection, or it is considered that insufficient information was given to provide an appropriate quotation for the work.

Restriction on Disclosure

The report issued on the subject property and/or site will be addressed to the Client (s) or the individual who commissioned the survey.

Therefore, the Report is for the benefit to whom it is addressed and no responsibility is accepted to any other party for neither the whole nor parts of its contents. Neither the whole nor any part of the Report or any reference thereto may be included in any document, statement or presentation or reproduced in any way without prior approval in writing as to the form and context in which it will appear.

The construction, validity and performance of the Agreement shall be governed by English law and the parties agree to submit to the jurisdiction of the courts of England and Wales. Nothing in these terms and conditions is intended to confer any rights to any third party under the provisions of the Contracts (Rights of Third Parties) Act 1999.

These terms and conditions form part of the contract between you and us.

Legal Matters

We will assume that:

1. The property to be sold or let has vacant possession and is either of freehold or leasehold interest.
2. The condition of the property or the purpose that the property is, or will be used for does not break any laws.
3. No particularly troublesome or unusual restrictions apply to the property.
4. That the property is not affected by problems which would be revealed by the usual legal enquiries, and that you have applied for, acted in line, with all necessary planning permission and Building Regulations submissions.
5. The property has the right to use the main services on normal terms, and that the sewers, main services and roads giving access to the property have been adopted (they are under Local Authority control and not privately owned) and there is free egress from the property.
6. We will report any assumptions we have made or found not to apply.
7. If the property is leasehold, the general advice referred to above will explain what other assumptions we have made.
8. Any reference made to reinstatement cost (s) is the approximate cost of rebuilding an average property of the type and age inspected and its existing standard using modern materials and techniques in line with current Building Regulations, Codes of Practice and other legal requirements.
9. We do not include consideration for any traditional methods of construction or materials unless stated.

10. No Mining Search, Environmental Search, Local Search, Ground Water Search will be commissioned on your behalf unless specifically included in your instructions (you will be responsible for any disbursements in respect of these).
11. It will be assumed that the property holds a satisfactory EPC Certificate/rating as required.

Data Collection & Recording

Personal data held by T R Davies Ltd will most likely include/be limited to: your name, address, email address, telephone number, property information, mortgage information, witness statements, written information provided to us and recording of oral information provided to us. Data held will be primarily in our legitimate interest as a business.

We do not anticipate any requirement to hold/record any “special category data” on your behalf. If we are required to do so, this will be subject to separate storage in a locked cabinet.

Sharing of your personal data will be limited to sharing information by email/telephone/writing to interested parties such as solicitors, estate agents, contractors etc in their legitimate interest as a business.

We may also, from time to time, utilise information from our survey inspections to incorporate into our Facebook/social media pages for information purposes. Please note, we will not provide specific property details in such matters or names of parties involved and where it relates to criminal/civil court action, will not be included until resolution of the case.

Your personal data other than general property information will not be used for marketing purposes, advertising purposes or any other sharing of data without your specific written permission.

Once your data has been collected/recorded by us, it will be held on our digital and physical file for a period of six years before being destroyed by shredding. If you wish your data to be destroyed prior to the six year period, please contact us.

Our policy for contacting you in the event of a breach of data is that we will contact you by email or in writing, where practical and where we have such contact details. We will make every effort to inform you of a data breach. Our full Data Breach Policy can be found on our website.

The following documents relating to GDPR are available on our website at www.trdavies.co.uk:-

Data Breach Policy

Data Protection Policy
Subject Data Request Policy
Privacy Notice Policy
Security Policy

In the event you are not satisfied with our data policy, you have the right to complain to the ICO (Information Commissioner's Office).

Data Processing

In accepting your instructions, I agree to be data controller jointly with you of the personal data you send me. You agree to respond to any subject access requests or other requests made by data subjects in respect of this information on my behalf as well as your own. If I receive a subject access or other request regarding information you have sent me, I will send it to you to deal with, along with any other personal data I hold as a result of accepting your instructions.

Complaints Handling Procedure

We use at all times, our best possible endeavours to ensure that problems and expressions of dissatisfaction do not arise.

T R Davies Ltd Chartered Surveyors and Valuers operates a Complaints Handling Procedure (CHP).

In the very unlikely event of dissatisfaction, Mr T R Davies, Principal within our office will deal with complaints, and you should not hesitate to contact him at the above address.

Where your complaint is initially made orally/in writing, a mutually convenient meeting will be arranged in the first instance to try and resolve any issues informally.

If this meeting fails to resolve matters to your satisfaction or you do not wish to attend a meeting, you will be requested to send a written summary of your complaint to Mr T R Davies.

Once we have received a written summary of the complaint, Mr T R Davies will write to you, within 14 days of receipt of the complaint summary in order to inform you of the outcome of the investigation into your complaint and to let you know what actions have been or will be taken. If it is not possible to respond fully within 14 days, we will write to you to confirm receipt of the complaint and provide an estimated timeframe to complete our investigation.

If the complaint has still not been resolved to your satisfaction, we will agree to the referral of your complaint to the Property Redress Scheme by the following means:

Phone: 0333 321 9418
Email: info@theprs.co.uk
Post: Property Redress Scheme
Premiere House,
1st Floor,
Elstree Way,
Borehamwood, WD6 1JH.

Specific Exclusions:

1. We will not consider complaints where issues which are central to your complaint have been repaired or rectified in full without us being provided with the opportunity to inspect them.
2. Complaints will not be considered where the issue has been identified in the Report, or the area in question has been highlighted in the Report as being an area we have been unable to inspect or comment upon.
3. Matters which we have referred to your legal advisors in our Report will not be considered the responsibility of T R Davies Ltd, and it is your responsibility to refer such matters directly to your legal advisors. We will not do so on your behalf.
4. Any matters in our Report where we recommend you obtain further advice or separate Reports, will not be considered for complaint purposes, unless you have complied with these recommendations prior to completion of purchase.
5. Any financial claims for compensation payments will not be considered until formal evidence of full payment, by means of a “paid” invoice and supporting bank information is provided by yourselves.

Summary

These are our standard terms and conditions upon which we intend to rely. For your own benefit and protection you should read these terms carefully before signing them. If you do not understand any point please ask for further information.

Signed Tim Davies (Digital Signature) (Firm)

For and on behalf of T R Davies Ltd (Firm)

Dated

Signed by client(s).....

PRINT NAME.....

Date