

## **TERMS OF ENGAGEMENT**

### **T R Davies Ltd Chartered Surveyors & Valuers**

#### **Identification and status of the Surveyor**

Name:	<b>Tim Davies Chartered Building Surveyor, RICS Accredited Valuer &amp; Expert Witness</b>
Qualifications:	<b>BSc (Hons) MRICS MAE Cert EW (Civil &amp; Criminal)</b>
Registered valuer status:	<b>RICS Accredited</b>
Experience and expertise:	<b>See Professional CV available on <a href="http://www.trdavies.co.uk">www.trdavies.co.uk</a>.</b>
Previous involvement with the property or parties to the case:	<b>None</b>
Declaration of independence and objectivity:	<b>I confirm I am objective and independent of any party to this matter</b>

#### **Client**

Example.

#### **Purpose of Building Survey**

Residential purchase.

#### **Property to be Surveyed**

Address of the property: Example

Tenancies: Example

Type and use of property: Example

## Special Assumptions

It is assumed that the property is sold with vacant possession.

It is assumed that any leasehold properties have a satisfactory lease term for lending purposes (generally minimum 80 years remaining).

It is assumed that planning consent/building regulations obtained/complied with for any works at the property.

## Assumptions and extent of investigations

Title:	It is assumed that the property has a satisfactory title.
Condition of buildings:	It is assumed that the building is of standard construction unless otherwise stated.
Services:	It is assumed that the building is connected to mains drainage, gas, water and electricity, unless otherwise stated. Services are excluded from inspection/testing.
Planning:	It is assumed that appropriate planning has been obtained and complied with.
Highways:	It is assumed the property has the appropriate access to highways and there are no onerous restrictions /covenants of this nature.
Contamination and hazardous or deleterious materials:	No Environmental Search will be commissioned on your behalf. Please undertake these enquiries via your legal representatives.
Environmental matters:-	No Environmental Search will be commissioned on your behalf. Please undertake these enquiries via your legal representatives.
Mining:	No Mining Search will be commissioned on your behalf. Please undertake these enquiries via your legal representatives.
Flooding:	No Environmental, Flooding or Ground Water Search will be commissioned on your behalf. Please undertake these enquiries via your legal representatives.
Radon gas:	Many properties in South Wales are in areas where radon levels are higher than the national average. Further information can be obtained from the NRPB – National

Radiological Protection Board. More information can be found from the NRPB and [www.gov.uk](http://www.gov.uk) website.

Sustainability:

It is assumed the property holds a satisfactory EPC Certificate/Rating as required.

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.

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.

### Source of information

We will rely on information from the following sources:-

Our client, their advisors, the vendor, the estate agents marketing the property, Rightmove, other property portals, other property professionals, website guidance notes, other relevant sources.

This information will **not** be checked for its validity.

### Restrictions on publication

The Report is produced solely for the use of our client and their legal advisors and for the purpose it was commissioned for.

### Third party liability

We accept no liability for any third party relying on this Report unless express permission has been given by T R Davies Ltd for them to do so.

### Description of report

The report will be made available in hard copy form/pdf/email

### Fee

Example (plus VAT).

## Complaints

The firm operates a Complaints Handling Procedure in accordance with RICS guidelines. A copy is available upon request.

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 were 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.

## Terms of Business

Payment terms are that payment is received before release of the Report.

Please note that if the payment is received before the report is ready to be released, the money will not be treated as client money and will not therefore be subject to the protection of the RICS Client Money Protection Scheme.

## Data Collection & Recording

Personal data held/processed 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 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.

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](http://www.trdavies.co.uk):-

- Data Breach Policy
- Data Protection Policy
- Subject Data Request Policy
- Privacy Notice 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).

**Acceptance**

We accept these terms of engagement as an accurate summary of the instructions to provide a Building Survey.

Signed             Tim Davies (Digital Signature)                             (Firm)

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

Dated .....

Signed .....   (Client)

For and on behalf of .....   (Client)

Dated .....

**Please note that the inspection will not be arranged until written confirmation of acceptance of these Terms of Engagement has been received.**