



TERMS AND CONDITIONS OF ENGAGEMENT

Subject to express written agreement to the contrary and any agreed written amendments/additions, the terms on which JRMB will carry out services for the Client are set out below. References to “JRMB” shall mean JRM Boret Surveyors Limited of 43 Queensmill Road, London SW6 6JP. The “Client” shall mean the client to whom JRMB provides services hereunder.

The service is to be provided by an MRICS or FRICS member of the Royal Institution of Chartered Surveyors, who has the skills, knowledge and experience to survey, value (if requested) and report on the property.

1. Unless otherwise agreed by JRMB in writing, the Client shall pay all fees for building surveys or home buyer's reports prior to inspection of the property. The Client shall not be entitled to make any deductions or set-off in respect of any other claim. Interest at 4% above the base lending rate of HSBC Bank shall be charged for each complete period of 24 hours up to the time payment is received if the payment is made more than fourteen (14) days from the date of invoice.
2. Where money is received from the Client as payment in advance for work yet to be undertaken or completed, this money will not be paid into a client account and the Royal Institution of Chartered Surveyors' Money Protection Scheme shall not apply. A booked survey or call out visit cancelled less than twenty-four hours before the survey or call out visit is due to be carried out, will remain payable in full by the Client, which shall be paid in accordance with Clause 1.
3. The specified rates do not include and JRMB shall be entitled to payment and to reimbursement of, any expenses and disbursements incurred for any additional work not previously specified, including (but not limited to) work arising out of or in connection with the following: -
 - a. Changes in the scope or the timing of the works undertaken by the Client, whether or not caused by changes of instructions of the Client, or other professional adviser.
 - b. delay, defective performance or insolvency of the Client and its professional advisers, contractors or suppliers.
 - c. contested claims.
 - d. tax claims; and
 - e. insurance claims.Payment for such additional work shall be based upon JRMB's standard hourly rate of £150.

4. All instructions of the Client to JRMB with regard to JRMB's services (including instructions to vary, add to or suspend the services) shall be given to JRMB in writing or if given orally, shall be confirmed in writing within seven days.
5. The Client shall promptly, upon request by JRMB, convey to JRMB any decision or information that JRMB considers necessary for the proper performance of JRMB's services.
6. Neither party may assign or transfer all or part of these terms and conditions without the prior written consent of the other party.
7. If JRMB carries out a Home Survey Standard Report (Level 3) Building Survey including valuations, the additional terms and conditions set out in Schedule A shall apply. References to JRMB shall include the surveyor employed by JRMB to carry out the services.
8. JRMB shall perform the services with reasonable skill and care but: -
 - a. Any liability arising hereunder shall be limited to the sum insured of Five hundred thousand pounds (£500,000); and
 - b. Under no circumstances shall JRMB be liable for any indirect, special or consequential losses whatsoever and howsoever arising.
9. Any dispute or complaint between the Client and JRMB relating to JRMB's services, carried out on behalf of the Client, shall be dealt with in accordance with JRMB's complaints handling procedure, a copy of which is available upon request.
10. The report is for the private and confidential use of you, the client named in the report, and for whom the survey is undertaken, and for the use of your professional advisors, and should be reproduced in whole or in part or relied upon by Third Parties for any purpose without the express written authority of the surveyor.
11. The report is produced by a properly qualified surveyor who will provide an objective opinion about the condition of the property which you, as the buyer, will be able to rely on and use. However, if you decide not to act on the advice in the report, you do so at your own risk.
12. Unless otherwise agreed in writing and subject to the then current fees, these terms and conditions of business shall apply to any future instructions given by the Client to JRMB.
13. These terms of business are deemed to be accepted by the Client by virtue of the Client's engagement of JRMB's services whether verbally or in writing.
14. These terms of business are governed by the laws of England and Wales and JRMB and the Client accept the exclusive jurisdiction of the courts of England and Wales in respect of any dispute arising hereunder.

SCHEDULE A

1. Report

Based on an inspection as defined below, JRMB will advise the Client by means of a written report as to its opinion of the visible condition and state of repair of the subject property.

2. The Inspection

a) Accessibility and Voids

JRMB 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 from within the site, or adjacent public areas.

The Surveyor is not required to move any obstruction to inspection including, but not limited to, furniture and floor coverings.

b) Floors

JRMB will lift accessible sample loose floorboards and trap doors, if any, which are not covered by heavy furniture, ply or hard board, carpets or other floor coverings. JRMB will not attempt to raise fixed floorboards without the written permission of the owner.

c) Roofs

JRMB will inspect the roof spaces if there are available hatches. JRMB 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 above this level; in such cases, pitched roofs will be inspected by binoculars. JRMB will follow the guidance given in Surveying Safely 2nd Edition issued by the RICS in January 2019, which incorporates the guidance given in Guidance Note G531 on the safe use of ladders and step ladders issued by the Health and Safety Executive.

d) Fixed covers or housings

The Surveyor will not attempt to remove securely fixed covers or housings without the express permission of the owner.

e) Boundaries, Grounds and Outbuildings

The inspection will not include boundaries, grounds, outbuildings, specialist leisure facilities, swimming pools or tennis courts.

The surveyor does not carry out a survey to identify Japanese Knotweed, or other invasive plant species, though will conduct a general assessment of the

grounds to locate large or obvious plants, shrubs or trees that could present a risk to the structural safety of the property.

The Surveyor assumes that no treatments or management plans are in place for the control of invasive species unless informed otherwise by the property owners, or their agents.

f) Services

JRMB will carry out a visual inspection of the service installation where accessible. Manhole covers will be lifted where accessible and practicable. No tests will be applied unless previously agreed. JRMB will report if, as a result of his inspection, JRMB considers that tests are advisable and, if considered necessary, an inspection and report by a specialist should be obtained.

g) Areas not inspected

JRMB will identify any areas which would normally be inspected but which he was unable to inspect and indicate where he considers that access should be obtained or formed and, furthermore, he will advise on possible or probable defects based on evidence from what he has been able to see.

3. Deleterious and Hazardous Materials

- a) Unless otherwise expressly stated in the Report, JRMB will assume that no deleterious or hazardous materials or techniques have been used in the construction of the property.
- b) Lead water supply pipes and asbestos will be noted, and advice given, if these materials can be seen but it must be appreciated that such materials are often only visible after opening up which cannot be carried out at the risk of causing damage - see paragraph 2(a) above.
- c) JRMB 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 JRMB cannot assess any possible effect on health. For obvious reasons, JRMB cannot report on any underground cables.
- d) The Surveyor does not carry out an asbestos inspection and does not act as an asbestos inspector when inspecting properties that may fall within the Control of Asbestos Regulations 2012. With flats, the surveyor assumes that there is a 'duty holder' (as defined in the regulations), and that in place are an asbestos register and an effective management plan which does not present a significant risk to health. The Surveyor does not consult the duty holder.
- e) The Surveyor will indicate the presence of materials or surface coatings that are commonly known to contain asbestos, where they are clearly visible. However, the surveyor will not undertake any tests to confirm whether they do contain asbestos.

4. Contamination

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

5. Consents, Approvals and Searches

- a) JRMB will assume 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) JRMB will assume that all byelaws, 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, JRMB will not verify whether such consents have been obtained. Any enquiries should be made by the client or his legal advisers. Drawings and specifications will not be inspected by JRMB.
- c) JRMB will assume 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.

6. Fees and Expenses

The Client will pay JRMB the agreed fee for the Report and any expressly agreed disbursements in addition. VAT will be payable in addition.

7. Flats and maisonettes

- a) Unless otherwise agreed, JRMB will inspect only the following: -
 - The subject flat,
 - Any garages or outbuildings pertaining to the subject flat
 - The related external parts of the building
 - The related internal/communal areas

Other flats or properties will not be inspected. JRMB will state in his report any restrictions on accessibility on the common parts or visibility of the structure.

- b) JRMB will state whether he has seen a copy of the lease, and if not, the assumptions as to repairing obligations that he had made.
- c) The object of the inspection is to give guidance standard of construction and maintenance, pointing out those items which will require attention within say, the next 10 years. It is not the aim to list every minor point which would normally be taken care of in routine maintenance.

- d) Many flats form part of large developments consisting of very large blocks, or groups of separate blocks. In such cases the surveyor will inspect only the related part of the building in which the flat is located.
- e) 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 or particular block in which the subject flat is situated.
- f) Other flats will not be inspected. The Surveyor will state in the Report the limits of access and/or visibility in relation to the common parts and structure. The Surveyor will state whether he or she has seen a copy of the lease and, if not, the assumptions as to repairing obligations on which he or she is working.
- g) The Surveyor does not identify the nature, safety or suitability of any External Wall Systems or other forms of cladding.

8. Environmental and other issues

Particular noise and disturbance affecting the property will only be noted if it is significant at the time of the inspection or if specific investigation has been agreed between the Surveyor and the client and confirmed in writing.

The Surveyor will report on any obvious health and safety hazards to the extent that they are apparent from elements of the property considered as part of the inspection.

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 confirms a client's right to cancel a contract within 14 days. Please note that where you have specifically requested that the surveyor provides services to you within fourteen days of entering into the contract, you will be responsible for fees and charges incurred by the surveyor up until the date of cancellation.

CONFIRMATION

I/We confirm that we have read and agree to the terms and conditions prepared by JRM BORET SURVEYORS Limited.

Name

Signature

Date

Correspondence Address
