

TERMS OF ENGAGEMENT

RICS Home Survey Levels 2, 3 and Structural Inspections

We are pleased to outline the details of our service below.

Our purpose is to assist property owners, buyers, or investors to make reasoned and informed decisions regarding the property's purchase, maintenance or renovation, by providing clear and actionable insights in line with the RICS Home Survey Standard.

The services we provide include:

- RICS Level 2 Home Surveys (formerly a Homebuyers Report)
- RICS Level 3 Home Surveys (formerly a Building Survey)
- Structural Inspections (also known as a Specific Defect Survey)

We do not charge additional fees for **after care advice** and advising on next steps, ensuring you are able to act on our advice.

The following are available as optional extras:

- A **drone survey** of the roof and upper areas (subject to flight zone, weather & privacy).
(included complimentary with Level 3 Surveys)
- The **estimated cost of repair, maintenance or improvement** works.
 - Figures are estimates only, to help guide decision making.
 - We only include items that can be detailed and quantified without further investigations.
 - Figures do not include refurbishment or redecoration costs, which are subject to personal tastes, or items that are considered to be related to normal periodic maintenance.
- A **BCIS Reinstatement Cost Assessment** for insurance purposes.

You will be provided with a comprehensive bespoke report, written in clear and jargon free language, with an easy to understand traffic light rating system.

Whilst we will identify any suspected asbestos containing materials that can be observed by reasonable inspection, the service is not an Asbestos Survey as defined by The Control of Asbestos Regulations 2012.

The service does not include a Red Book Valuation, and we are not registered valuers.

The Level 2 Home Survey is for those that want a concise report that advises on the condition of the property. The service is suited to those properties of modern construction built after 1980, valued less than £1m and are in reasonable condition.

The Level 3 Home Survey is for the those that want the most comprehensive Home Survey. The service is suited to those properties that are built before 1980, Listed, historic or traditional properties, formed of non-standard construction, in need of modernisation or have obvious signs of dampness, condensation, timber defects, cracking or structural movement.

Structural Inspections are for those that want advice regarding the diagnosis, investigation, mitigation and repair of a specific defect or defects. The inspection will be undertaken in accordance with a Level 3 inspection and the report will comment upon all visible and accessible areas of damage relating to that defect or defects only. It will not comment upon general condition unless relevant.

To ensure that this is the right type of survey for your requirements, please refer to 'RICS helping you choose the right survey' guide by following the link below, which gives a comparison between the different levels of survey available.

https://www.rics.org/content/dam/ricsglobal/documents/standards/helping_you_choose_the_right_survey.pdf

A full description of the RICS Level 2 & 3 Home Survey can be found by following the links below.

<https://www.rics.org/content/dam/ricsglobal/documents/standards/Description-of-the-RICS-Home-Survey-Level-3.pdf>

https://www.rics.org/content/dam/ricsglobal/documents/standards/description_of_the_rics_home_survey_level_2.pdf

The Important Stuff

Our policy is straightforward: **No Survey, No Fee**. We understand that circumstances can change, so we offer complete flexibility. There are **no cancellation charges**, even up to and on the day of the survey, and we will provide a full refund if the survey is cancelled. Should there be a no-show or a need to reschedule the visit, **no additional fees** will be incurred.

Booking the appointment:

- We will make contact with the agents or vendors within 24 hours to book the survey.

The Inspection:

- We aim to complete the inspection within 5-10 working days of instruction, or in line with the timeframe agreed at the time of instruction. Please contact us for up to date availability.

Report Delivery:

- The report will be issued within 3 working days for a L2 and within 5 working days for a L3. The report will be issued via the portal, an email will be sent to let you know when the report is ready.

Payment:

- Payment is due 24 hours before the inspection.

Under the Consumer Rights Act 2015, once we have provided you with our report, you will lose your right to cancel during the 14-day 'cooling off' period provided by the Regulations.

Please do get in touch if you have any further questions or specific concerns regarding the property before inspection.

Once the document has been signed we will arrange the visit with the Agents or Vendors, and we will update you via the online portal where you can track progress.

Gordon McEwan

Director

BSc(Hons) MCIOB AssocRICS Cert CILA

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TERMS OF ENGAGEMENT

‘I/We confirm that these Terms and Conditions and the fee/payment basis are understood and accepted and that you can proceed with the instruction. I/We agree that I/We understand the differences between the levels of service, that are available including the extent and that I/We have been advised of the range of options that the Company as an RICS member can offer together with the key features and benefits of each service.’

Survey Type		
Signature(s)		
Print Name(s)		
Date		
Tick this box	<p>You should seek advice on your obligations under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (‘the Regulations’) and/or the Consumer Rights Act 2015 in accordance with section 2.6 of the current edition of the Home survey standard RICS professional statement. In particular, once we have provided you with our report, you will lose your right to cancel during the 14-day ‘cooling off’ period provided by the Regulations.</p>	

I accept that Project & Survey Ltd may, in some instances, pay or receive a referral fee from a third party in connection with this transaction.

I authorise Project & Survey Ltd to process my personal data in accordance with these terms and its privacy policy.

PAYMENT DETAILS

Payment can be made via debit/credit card on our online portal, or alternatively by bank transfer:

Bank: Tide (Clear Bank)
Account Name: Project & Survey Ltd
Sort Code: 04-06-05
Account Number: 22352291

Terms of Engagement

Confirmation of Appointment

We refer to your instructions received requiring The Surveyor to carry out and to prepare and deliver a report on the Subject Property. The report will be either a

- RICS Home Survey Level 2 Report without valuation
- RICS Home Survey Level 3 Report without valuation,
- The service may also take the form of consultancy advice on specific issues as agreed within the Instruction Letter/Email.

The type of report will be specified in the Instruction Letter/Email for which you will confirm acceptance of the Terms of Engagement. We accept the instructions only on the basis that the scope, purpose, and conditions of the report are as set out in the Instruction Letter/Email and the Terms and Conditions for the report.

The Service

These Terms and Conditions of Engagement should be referred to and used in conjunction with the Instruction Letter/Email, setting out the Client name and address, instruction type, reason for instruction and fee/price agreed. The Surveyor details are included in the Instruction Letter/Email and these Terms as per below. The instruction will be sent either by post or by electronic mail.

The Report requires disclosure of any previous business relationship we may have with you, your property, or your selling agent. If appropriate, disclosure has been made. The scope and extent of the inspection is detailed in the Description of Service, inclusive of the Terms and Conditions. The Report will be prepared by a suitably qualified Surveyor in an objective way regarding the condition of the Property on the day of the inspection, and who is a member of the Royal Institution of Chartered Surveyors (RICS) holding one of the membership grades: AssocRICS, MRICS, or FRICS.

We are required by RICS to seek formal confirmation from you that you are satisfied that the Report Terms and Conditions meet your requirements, and this will be deemed satisfied by you making payment for this Service or services, as stated in the Instruction Letter/Email by way of timed and dated verifiable email confirmation or a received confirmation by post.

Complaints: The Company operates a Complaints Handling Procedure in accordance with RICS guidelines. A copy is available upon request. RICS Regulation and Monitoring: The Surveyor is not registered with the RICS Valuer Registration scheme. Please note that our files may be subject to monitoring under the Institution's conduct and disciplinary regulations and will need to be provided to RICS upon request.

The Report does not include:

- a valuation

Definitions:

The Company: Project & Survey Ltd, 35 Westdean Avenue, SE12 9NH

The Surveyor: Gordon McEwan of Project & Survey Ltd

The Client: The person or persons detailed in the Instruction Email providing instructions for the Service and Report to be provided for their own use. In this context, The Client and the customer have the same meaning. Instruction Letter/Email: The type of report will be specified in the separate Instruction Letter/Email for which you will confirm acceptance of the Terms of Engagement. This is the email communication or postal correspondence which the company will send to you The Client, to set out the details of the Service and Report to be undertaken. We accept the instructions only on the basis that the scope, purpose, and conditions of the report are as set out in the Instruction Letter/Email and the Terms and Conditions for the Report.

Property: An interest in a self-contained domestic dwelling as defined by The Town and Country Planning (Use Classes) Order 1987 (as amended) being classified as Use Class C3 which may also include small HMOs within

Use Class C4. In the context of the Service and the Property to be inspected, property is also referred to and defined as The Subject Property as specified in the Instruction Email.

Subject Property: The Property interest which is physically inspected in performing the Service and carrying out the Report which is detailed in the Instruction Email.

Report: The report undertaken by the Surveyor, the format of which will follow a template as set out in the attached documents “Description of the RICS Home Survey – Level 2 (survey only)”; or “Description of the RICS Home Survey – Level 3 (survey only)” ;, or The Surveyor shall provide to the Client a report based upon an inspection of the property by a named individual who shall be: 1. a member of the Royal Institution of Chartered Surveyors (RICS) holding one of the membership grades: AssocRICS, MRICS, or FRICS.

Description of Service: The Royal Institution of Chartered Surveyors (RICS) publication documents which describe the extent of service for the RICS Home Survey Level 2 Report service and the RICS Home Survey Level 3 Report service.

RICS Home Survey Level 2 Report service:

This level of service is for you if you are seeking a professional opinion at an economic price. It is, therefore, less comprehensive than a level three service. The focus is on assessing the general condition of the main elements of a property.

This intermediate level of service includes an extensive visual inspection of the building, its services and grounds, but still without tests. Concealed areas normally opened or used by the occupiers are inspected if it is safe to do so (typical examples include roof spaces, basements and cellars).

The report objectively describes the condition of the different elements and provides an assessment of the relative importance of the defects/problems.

At this level, although it is concise, the report does include advice about repairs and any ongoing maintenance issues. A survey level two service may, if identified as needed, result in referrals for further investigations.

This level of service suits a broader range of conventionally built properties.

This level of service is unlikely to suit:

complex buildings, for example those that have been extensively extended and altered.
unique or older historic properties – although survey level two services may be appropriate for some older buildings, do talk to us about this.

properties in neglected condition. In such cases, a survey level two service will often result in numerous referrals for further investigations, an outcome that we do not want you to be disappointed with.
Where you are planning to carry out extensive repair and refurbishment work in the future, we will give advice on suitable additional services.

This report is provided without a valuation.

RICS Home Survey Level 3 Report service:

This level of service is for you if you are seeking a professional opinion based on a detailed assessment of the property.

The service consists of a detailed visual inspection of the building, its services and the grounds and is more extensive than a survey level two. Concealed areas normally opened or used by the occupiers are inspected if it is safe to do so (typical examples include roof spaces, basements and cellars). Although the services are not tested, they are observed in normal operation – in other words, they are switched on or off and/or operated where the occupier has given permission and it is safe to do so.

The report objectively describes the form of construction and materials used for different parts of the property. It describes the condition and provides an assessment of the relative importance of the defects/problems.

Additionally, it:

- describes the identifiable risk of potential or hidden defects in areas not inspected.
- proposes the most probable cause(s) of the defects based on the inspection.
- outlines the likely scope of any appropriate remedial work and explain the likely consequences of non-repair.
- make general recommendations in respect of the priority and likely timescale for necessary work.
- A survey level three report aims to provide you with all the information you need to make a decision. This level of service will suit any domestic residential property in any condition.
- This report is provided without a valuation.

A. GENERAL TERMS

The Client wishes The Company to provide the Report being an opinion of condition of The Subject Property interest as specified by the Client.

The client will neither make available to any third party aside from their own professional advisors or reproduce the whole or any part of the report, nor make reference to it, in any publication without our prior written approval of the form and context in which such disclosure may be made.

1. Introduction

These Terms of Engagement set out the conditions upon which The Company accept instructions and will apply in all cases unless any other arrangement is confirmed in writing by The Company.

2. Appointment

The Client appoints The Company to provide The Report, exercising reasonable skill and care.

3. Performance Standards

The Surveyor confirms that the survey will be carried out in accordance with the best practice guidelines for RICS professionals carrying out a RICS Home Survey Level 2 Report service and the RICS Home Survey Level 3 Report service.

4. Liability and Duty of Care

The Surveyor owes to the Client a duty to act with reasonable skill and care in providing The Report and complying with the Client's instructions where those instructions do not conflict with these terms or applicable laws and professional rules.

The Company have no liability for the consequences, including delay in or failure to provide The Service or The Report, of any failure by The Client or any agent of The Client: promptly to provide information or other material reasonably requested, or where that material is inaccurate or incomplete, or to follow our advice or recommendations.

We confirm that The Company holds professional indemnity insurance in respect of The Report to be provided.

5. The Surveyor

The Report is to be provided by an AssocRICS, MRICS or FRICS qualified member of the Royal Institution of Chartered Surveyors, who has the skills, knowledge and experience to survey and report on the Subject Property.

6. Report Delivery

Post inspection, The Company aim to deliver the report within 5 working days with the first day being the day after the site visit. In an exceptional scenario, the report may take longer. The report will be sent to the Client's email address (or other agreed email address as applicable). The Company cannot be held liable for any loss arising due to delay in Report delivery.

7. The Client's Obligations

The Client shall pay The Company in respect of the fee, to be agreed between The Client and The Company and detailed in the Instruction Email. The fee is payable at the time of The Company being engaged to perform The Service. Please note that such fee will not be treated by RICS as Client money and will not be subject to the protection of the RICS Client Money Protection Scheme.

The Client will be responsible for the timely provision of all information and reasonable cooperation, including that from third parties engaged directly by the Client, required by the Company and the Surveyor to assist in the

performance of The Service and delivery of The Report. We will assume that the information provided is complete and correct.

8. Cancellation

The Client can cancel this contract by notifying The Company in writing (email or letter).

And note the Company can cancel the contract if The Surveyor after arriving at the Property, concludes that it is of a type of property he or she has insufficient specialist knowledge to be able to provide the Report satisfactorily.

In case of this cancellation by The Surveyor, any money paid by The Client for the Service and The Report will be refunded in full.

The Company can cancel the contract if The Surveyor finds that The Subject Property is demonstrably different from that described by The Client at the time of providing instructions for the service. In case of this cancellation by The Company and/or The Surveyor, any money paid by the Client for the service and The Report will be refunded.

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 shall not apply to this contract which cannot be cancelled once The Subject Property has been inspected by The Surveyor.

The Company also has the right to cancel this contract, if for reasons beyond its control, it is unable to fulfil the contract. In this event The Company will provide a full refund of any fees paid.

9. No-shows and Re-scheduling

In circumstances where an appointment visits to access The Subject Property does not proceed due to factors beyond the control of The Company or The Surveyor and/or where the third-party appointee is not present or available, i.e. No-shows. Where The Surveyor fails to get access to the property for any reason, no fee will be payable to The Company by The Client.

The Client can re-schedule the agreed appointment by notifying The Company in writing (email or letter).

10. Fees and Expenses

The Client will pay Project & Survey Ltd the agreed fee, as per our Instruction Letter/Email, for the Report (which is inclusive of costs) and any expressly agreed disbursements. By paying the fee you agree to these terms and conditions. The Inspection will not be undertaken by The Company until the fee has been paid in full.

11. Jurisdiction

English law shall apply in every respect in relation to the service and the agreement with the Client which shall be deemed to have been made in England. In the event of any dispute arising in connection with The Report, including any third party using The Report, the parties will submit to the jurisdiction of the English courts only. Any dispute shall be subject to The Company's Complaints Handling Procedure.

12. Miscellaneous Provisions

a) In the event of one of the Terms and Conditions herein being held to be unenforceable, the remainder of the contract is not affected.

b) The Report will be conveyed to the Client electronically and in the event that a printed hard copy report is required, the Client undertakes to arrange this at the Client's cost.

c) Failure to follow the requirements set down by these conditions will invalidate The Report.

d) Dispute resolution: In the event that the Client has a complaint regarding the standard of The Service and/or The Report, a formal Complaint Handling Procedure will be followed. Copies of the Surveyor's Complaint

Handling Procedure and The Company's Complaint Handling Procedure are available upon request. Using the Complaints Handling Procedures will not affect the Client's legal rights.

e) Data Protection: The Company takes its responsibility under the General Data Protection Regulations very seriously. Our Privacy Policy details how we collect, use, maintain and disclose personal data. A copy of our Privacy Policy is available upon request.

f) Personal Data: The Company will process your personal data in accordance with the law for the purpose of providing these and future services to you. The nature of the data we process is your name, address, telephone number, email address and property information. We may at times disclose your personal data to our partners to contact you about the provision of relevant services. These services may include, but are not limited to Auctions, Conveyancing, Surveys, Mortgages, EPC's, Floorplans and Removals services. We will only transfer personal data where there is adequate protection and is restricted to the relevant purpose. If you would like to opt out of these communications from The Company, you may do so by sending an email to gordon@projectandsurvey.co.uk.

g) Intellectual Property: All intellectual property rights arising out of The Report shall be owned by The Company, excluding the personal Customer Information.

h) The Company as a regulated firm states that a referral payment has been or may be made, either individually or as part of a third-party commercial relationship.

B. TERMS & CONDITIONS RELATING TO RICS HOME SURVEYS

1. Scope of the Inspection

i) Generally, The Surveyor will consider his or her advice carefully, but is not required to advise on any matter the significance of which in relation to The Subject Property is not apparent at the time of inspection from the inspection itself.

ii) The Surveyor will inspect diligently but is not required to undertake any action which would risk damage to the Property or injury to themselves.

iii) The Surveyor will not undertake any structural or other similar calculations.

iv) Accompanied viewings must be discussed prior to the appointment being made.

v) The Surveyor will undertake an on-site risk assessment for safety concern. The Surveyor reserves the right to walk about the site visit if these concerns cannot be addressed at the time of the inspection.

a. Areas not Inspected

The Surveyor will identify any areas of The Subject Property which could not be adequately accessed or inspected during the inspection (relative to the RICS Home Survey Level 2 Report service and the RICS Home Survey Level 3 Report service standard scope of inspection specification), and as such these details are referred to in The Report.

In the event that The Surveyor is requested to re-visit The Subject Property to inspect areas that The Surveyor was unable to inspect during the original visit, due to reasons beyond The Surveyor's control, an additional fee will be payable.

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

b. Flats or Maisonettes

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. 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 preparing obligations on which he or she is working.

c. Environmental and Other Issues

i) Particular noise and/or disturbance affecting The Subject 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.

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

2. Ground Conditions

The Surveyor will not be required to comment upon the possible existence of noxious substances, landfill or mineral extraction, or other forms of contamination.

3. Consents, Approvals and Searches

a) The Surveyor will be entitled to assume that The Subject Property is not subject to any unusual or onerous restrictions, obligations or covenants which apply to The Subject Property or affect the reasonable enjoyment of The Subject Property.

b) The Surveyor will be entitled to assume that all planning, building regulations and other consents required in relation to the Property have been obtained. The Surveyor will not verify whether such consents have been obtained. Any enquiries should be made by the Client or the Client's legal advisers. Drawings and specifications will not be inspected by the Surveyor unless otherwise previously agreed.

c) The Surveyor will be entitled to assume that The Subject Property is unaffected by any matters which would be revealed by a Local Search and replies to the usual enquiries, or by a Statutory Notice, and that neither The Subject Property, nor its condition, its use or its intended use, is or will be unlawful.

4. Content of the Report

The content of the Report will be as per the RICS standard template for RICS Home Survey Level 2 Report service and the RICS Home Survey Level 3 Report service. The description of the service document "Description of the RICS Home Survey – Level 2 (survey only)"; or "Description of the RICS Home Survey – Level 3" have been provided to you with our confirmation of instructions by electronic mail in The Instruction Letter/Email.

5. Inspection

a. Before the Inspection

This period forms an important part of the relationship between the Surveyor and the Client. The commissioned Surveyor will use reasonable endeavours to contact the Client to understand particular concerns about the property and explain (where necessary) the extent and/or limitations of the inspection and report.

b. The Inspection

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.

Outside the property

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.

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.

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.

Roofs

The Surveyor will inspect the roof spaces if there are available hatches. Please note that hatches over stairs 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 above this level; in such cases, pitched roofs will be inspected by binoculars. 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.

Services

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.

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.

c. After the inspection

The commissioned Surveyor will use reasonable endeavours to contact the Client after the inspection to discuss the major points and issues found, and The Client may also call the Surveyor to discuss the Report. The content of this conversation will not in any way override the content of the report. The report will take precedence in all cases.

6. Limitations

Where advice or opinions are required outside the reasonable professional skill and expertise of the Surveyor, he or she will advise you on the need for further specialist involvement where we consider this to be necessary for the completion of your instruction(s).

7. Insurance Rebuilding Cost Assessment

The Surveyor will provide an insurance rebuilding cost assessment. The Reinstatement Cost figure (If requested in the Client instruction) for the permanent buildings is provided for insurance purposes and is not directly related to the market value of the property. The reinstatement cost will be calculated by reference to the indices and guidance published by the Building Costs Information Service (BCIS). The figure stated will only include Value Added Tax on professional fees (not on building costs) and will not take into account other potential or consequential losses such as costs of demolition, site clearance, provision of services, alternative accommodation, personal items or any other contents or contingent costs. 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).

8. Force Majeure

Whilst every reasonable effort will be made to carry out the inspection and the service at the date/time agreed, we shall not be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events circumstances or causes beyond our reasonable control. In such circumstances the time for the service shall be extended by any period required. If the period of delay continues for 3 full weeks, you may terminate this agreement by giving written notice to us. As soon as reasonably practicable after the start of the Force Majeure Event, where it is reasonable to do so the Customer will be notified of such an event and its expected duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

The Supplier shall have no liability to the Customer under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, terrorist attack, civil war, threat or preparation for war, armed conflict, impositions or sanctions, embargo, breaking of diplomatic relations, nuclear chemical or biological contamination, sonic boom, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport or telecommunications network, act of God, accident, injury, illness, ill health/incapacity, epidemic, pandemic, war, ; traffic/vehicle delay/breakdown, extreme weather conditions, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, vendor unavailability, any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, failing to grant a necessary licence or consent, collapse of buildings, fire, explosion or accident, non-performance by suppliers or subcontractors, malicious acts by third parties such as hacking, non-performance by third parties,

9. Miscellaneous

- a) Unless expressly provided, no term in the agreement between the Surveyor and the Client is enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person other than the Surveyor or the Client.
- b) The Surveyor shall, unless otherwise expressly agreed, rely upon information provided to the Company or the Surveyor by the Client or the Client's legal or other professional advisers relating to relevant matters.
- c) Any document resulting from a survey or other inspection of a building will not purport to express an opinion about or advise upon the condition of un-inspected or concealed parts and should not be taken as making any implied representation or statements about such parts.
- d) Where the Client has instructed the Surveyor to make investigations which cause damage to the Subject Property on the basis that the Client has obtained the owner's consent, the Client will indemnify the Surveyor against any loss or costs or liabilities arising.
- e) The Client may only rely upon the Surveyor's advice and report for purposes described in the Instruction Email, particulars of which have been communicated to the Surveyor in writing, and if the Client wishes to rely upon such advice and The Report for any other purpose, The Client may only do so with specific written consent of The Company and the Surveyor. These Terms and Conditions are based on the model Terms and Conditions of Engagement contained in the RICS guidance note.
- f) External Cladding Panels and Fire Safety – Composite external panels which incorporate insulating material between inner and outer external wall faces such as aluminium composite material (ACM) panels have been extensively used in recent years as external cladding. Some panel cladding systems incorporate combustible insulation materials. The type of insulation and any fire checking of the panel system cannot be identified from a visual inspection. Where the existence of such panels has been reported, the type of insulation and installation is outside the scope of The Report. Other elements of the Property and building will also have a bearing on overall fire safety, including, fire doors, fire stops in wall cavities, escape routes, alarms, and fire suppression systems.

Such matters are outside the scope of The Report. For buildings of more than two storeys it is essential that the Fire Safety Certificate, (EWS1), is supplied. For buildings of two storey height or less the Surveyor will make the assumption that the cladding system is satisfactory. It is the responsibility of The Client to have any materials tested and if found to be not in compliance, The Client should make all necessary enquiries prior to any legal or financial commitment.

g) Asbestos and other hazardous materials: The construction of buildings, fixtures, fittings and plant or equipment may contain hazardous materials. Such materials are impossible to detect without specific tests and are beyond the scope of the Report. No guarantee is given that such materials are not incorporated in any part of the property or fixtures. The service does not include an asbestos inspection and it falls outside The Control of Asbestos Regulations 2012.

10. Limitation of Liability

RICS recommends the use of liability caps to members to manage the risk in survey work. Our aggregate liability arising out of or in connection with this service, whether arising from negligence, breach of contract or any cause whatsoever, shall in no event exceed the purchase price of the Subject Property in relation to this report, or £1,000,000.00, whichever is lower. We will not be responsible for the first £5,000 of any claim. This clause shall not exclude liability for death or personal injury caused by our negligence.

The Report is provided for The Clients use only, and we cannot accept responsibility if it is used or relied upon by anyone else, any other or third parties, unless this is expressly agreed by The Company and The Surveyor, in writing beforehand. None of the employees of The Company, partners or consultants, individually, has a contract with you, The Client, or owes you a duty of care or personal responsibility. You agree that you will not bring any claim against any such individuals personally in connection with the Services.

a) The Company and/or the Surveyor shall under no circumstances whatsoever be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for loss of profit or any indirect or consequential loss, of any failure by the Client or any agent of the Client: promptly to provide information or other material reasonably requested, or where that material is inaccurate or incomplete, or to follow our advice or recommendations.

b) None of the Company's employees, officers, partners, affiliates, or consultants individually has a contract with the Client or owes the Client or the prospective purchaser or vendor or any other party a duty of care or personal responsibility. The Client agrees not to bring any claim against any such individuals personally. To the extent that any part of this notification is a restriction of liability within the meaning of Section 1 of the Unfair Contract Terms Act 1977, it does not apply to death or personal injury resulting from negligence or fraudulent misrepresentation.

c) These Terms of Engagement do not include any warranties, conditions, and other terms except as stated herein and as required by law.

d) Where the Client is composed of more than one entity, then each such entity's liability shall be joint and several.

e) The Client acknowledges that the Surveyor shall have no liability for any inaccuracy in the Report or service provision where this is due to an inaccuracy in the Information provided by the Client or third parties.

f) The terms implied by Sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this Contract and the Report.

g) This Clause 10 shall survive termination of this contract.

h) The Client's failure to follow the requirements set out in these Terms and Conditions will invalidate the Report and service provision.

i) Nothing in these conditions shall limit or exclude the Company's liability for:

- Death or personal injury caused by its negligence, or the negligence of its officers, employees, agents, subcontractors, or consultants.

- Fraud or fraudulent misrepresentation.

j) If the Client has agreed to accept reimbursement of the fee paid, or the Company's fee account has not been settled within two months of the date of the invoice, then it is agreed that the Client has placed no reliance on the Survey Report and thus the Client or any permitted assignees will not be entitled to pursue any action for alleged negligence, breach of contract or breach of duty. This does not limit the Company's entitlement to the agreed fee.

k) All telephone or verbal discussions are prone to misinterpretation or misunderstanding by either party, especially in the interpretation of instructions, legal, technical, or descriptive matters as such no reliance may be placed by the Client upon any such discussions unless agreed outcomes are formally confirmed in writing by an authorised officer of the Company.

Project & Survey Ltd is regulated by RICS for the provision of surveying services. This means we agree to uphold the RICS Rules of Conduct for Firms and all other applicable mandatory professional practice requirements of RICS, which can be found at www.rics.org. As an RICS regulated firm we have committed to cooperating with RICS in ensuring compliance with its standards. The firm's nominated RICS Responsible Principal is Gordon McEwan - Director.

PROJECT SURVEY

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