



Full Building Survey

Terms of Business

1. Introduction

- 1.1 This document sets out the contractual terms upon which Proenergis Ltd will advise the Client by means of a written report as to his or her opinion of the visible condition and state of repair of the Property.
- 1.2 The individual carrying out the inspection and providing advice will be an experienced Chartered Surveyor.
- 1.3 The Surveyor will use all of the care and skill to be reasonably expected of an appropriately experienced Chartered Surveyor.

2. Content of the Report

In accordance with these the Surveyor will report upon:

- 2.1 The main aspects of the Property including assessing the site/location, the design, structural framework, fabric and services.
- 2.2 The grounds, boundaries and environmental aspects considered to affect the Property.
- 2.3 Any requirements for further investigation arising from the inspection.

3. Delivery of the Report

- 3.1 The Reports are normally ready within five working days post inspection.
- 3.2 We are trying wherever possible to reduce the company's environmental impact. Therefore in common with most companies who provide written information, our reports are now all provided electronically only as a PDF attachment on an email. The reports are all stored permanently on our secure server should additional copies be needed in the future. Hard copies are available upon request, but please carefully consider the environment and whether you really do actually need a hard copy (normally 50 plus pages) before requesting one. We reserve the right to charge £10 for each hard copy to cover posting, binding and printing costs.
- 3.3 The Client agrees to keep the Report confidential disclosing its contents only to the Client Professional Advisors. In particular (but without limit) the Client must not disclose the whole or any part of the Report to any person other than a Professional Advisor who may intend to rely upon it for the purpose of any transaction.
- 3.4 Cancellation must be received in writing and confirmed by us at least 24hrs before the day of survey or the fee will be payable.

4. Payment of Fees

The Client will pay the Agreed Fee, any Additional Fees, any VAT and any agreed disbursements prior to issue of the report. The Report **will not be sent nor our findings discussed** until payment has been received.

5. Assumptions

Unless otherwise expressly agreed the Surveyor while preparing the Report will assume that:

- 5.1 The property (if for sale) is offered with vacant possession.
- 5.2 The Property is connected to mains services with appropriate rights on a basis that is known and acceptable to the Client; and
- 5.3 Access to the Property is as of right upon terms known and acceptable to the Client.

Scope of the Inspection

5.4. Generally

- 5.4.1 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 Property is not apparent at the time of inspection from the inspection itself.
- 5.4.2 The surveyor will inspect diligently but is not required to undertake any action which would risk damage or injury to him-or herself or the property.
- 5.4.3 The Surveyor will not undertake any structural or other calculations.

5.5. Accessibility

- 5.5.1 The Surveyor will inspect as much of the internal and external surface area of the building 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.
- 5.5.2 The Surveyor is not required to move any obstruction to inspection including, but not limited to, furniture and floor coverings.

5.6. Floors

- 5.6.1 The Surveyor will lift accessible sample loose floorboards and trap doors. If any, which are not covered by heavy furniture, laminates, ply or hardboard, fitted carpets or other fixed floor coverings. The Surveyor will not attempt to cut or lift floorboards without the express permission of the owner.

5.7. Fixed covers and housings

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

5.8. Roofs

- 5.8.1 The Surveyor will inspect the roof spaces if there are available hatches which are not more than three meters above the adjacent floor or ground. Where no reasonable access is available, the roof spaces will not be inspected. Similarly, outer surfaces of the roof or adjacent areas will be inspected using binoculars, but will be excluded if they cannot be seen.

5.9. Boundaries, grounds and outbuildings

- 5.9.1 The inspection will include boundaries, grounds and permanent outbuildings but will not include constructions or equipment with a specific leisure purpose including, without limit, swimming pools and tennis courts.

5.10. Services

- 5.10.1 The Surveyor will carry out a visual inspection of the service installations where accessible. Drainage inspection covers will be lifted where they are accessible and it is safe and practicable to do so. No tests of the service installations will be carried out unless previously agreed, although general overall comments will be made where possible and practicable. The Surveyor will report if it is considered that tests are advisable.

5.11. Areas not inspected

- 5.11.1 The Surveyor will identify any areas which would normally be inspected but which he or she was unable to inspect.

5.12. Flats or maisonettes

5.12.1 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 or particular block in which the subject flat is situated. Other flats will not be inspected. The drainage system at flats is not 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.

5.13. Environment and other issues

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

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

TABLE SHOWING SCOPE OF INSPECTION

Part of the Property	This is our standard inspection
Chimney stacks	Visually inspected from ground height only, with the use of binoculars.
Roof including roof space	Pitched/sloping roof coverings will only be visually inspected from ground height, with the use of binoculars. Flat roofs will only be inspected by use of a 3m ladder or from vantage points within the subject property. Roof/loft spaces will be visually inspected from the hatch area, unless it is safe to enter. The hatch will only be accessed if it is accessible by a 3m ladder and not screwed shut.
Rainwater fittings	Visually inspected from ground height with the use of binoculars.
Main walls	Visually inspected from ground height with the use of binoculars. Foundations and concealed parts of the structure of the property will not be inspected.
Windows, external doors and joinery	All windows and doors will be opened when possible, if keys are available. Doors and windows will not be forced open and/or damaged Visually inspected from ground height with the use of binoculars.
External decorations	Visually inspected from ground height with the use of binoculars.
Conservatories	Visual inspection.
Garage and permanent outbuildings	Visual inspection.
Outside areas and boundaries	Visual inspection.
Drainage	Inspection chambers will be lifted where possible and visible pipework will be visually inspected. Private drainage systems (septic tanks etc.) will not be inspected. We sometimes cannot raise manhole covers if they are inset with heavy paving's, rusted or screwed down.
Ceilings	Visual inspection.
Internal walls and decorations	Visual inspection, and inspected for dampness using a meter.
Floors including sub floors	No floor coverings or carpets will be lifted. Surfaces of exposed floors will have a visual inspection. Spaces between floors will only be inspected from easily accessible and obvious hatches that are not screwed down.

	Floorboards are not lifted.
Internal joinery and kitchen fittings	Built in units and cupboards will be inspected, however no stored items will be removed. Kitchen fittings will be inspected, but no inspection or comment can be made on electrical appliances.
Chimney breasts and fireplaces	Visual inspection of the exterior. No testing of flues or flue fittings will be carried out. None of the internal aspects of the chimney breast or flue will be inspected.
Cellars	Where there is safe and obvious means of access, a visual inspection will be carried out.
Electricity	No tests whatsoever will be carried out to the system or appliances. Visual inspection of exposed aspects will take place, however no fittings will be removed.
Gas	No tests whatsoever will be carried out to either the installation or appliances. A visual inspection of exposed aspects will take place.
Water, plumbing and bathroom fittings	A visual inspection of the accessible pipework, water tanks, cylinders and fittings – without the removal of insulation. Taps will be operated individually, however stopcocks and control valves will not be tested. WC/s will be flushed
Heating and hot water	No tests whatsoever will be carried out to the system or appliances. Accessible parts of the system will be visually inspected.
Flats	Roof spaces will not be entered unless the access is from the subject flat. Flats and communal areas providing access to the subject flat will be inspected as outlined above. Communal drainage will not be inspected. Flat roofs on blocks of flats will not be inspected. The block which the subject property is found will be inspected, including external communal areas, to the extent that the opinion can be given on its overall condition and general standard to repairs and maintenance.
Legal issues	Any issues that need investigation by your legal advisor will be identified, but not investigated by us.

6. Hazardous Materials

- 6.1 Unless otherwise expressly stated in the Report, the Surveyor will assume that no deleterious or hazardous materials or techniques have been used on the construction of the Property. However the Surveyor will advise in the Report if, in his or her view, there is likelihood that deleterious material has been used in the construction and specific enquiries should be made or tests should be carried out by a specialist.
- 6.2 The Surveyor, based upon a limited inspection, will note and advise upon the presence of lead water supply pipes if we can see them.
- 6.3 The Surveyor will advise in the Report if the property is in an area where, based on information published by the National Radiological Protection Board, there is a risk of Radon. In such cases the Surveyor will advise that tests should be carried out to establish Radon levels.
- 6.4 The Surveyor will advise if there are any 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. The Surveyor is not required to assess any possible effect on health or to report on any underground cables.
- 6.5 Asbestos was commonly used in building materials up to the end of the 20th century, by which time it became a banned substance. Asbestos is not usually harmful unless the fibres can be released into the air by becoming damaged or showing signs of wear. It is not possible to identify where asbestos fibres are contained in a building material without a specialist test. Because asbestos was used in such a diversity of materials it is impossible to identify all the materials that may contain asbestos and it is beyond the scope of this report to test for asbestos. If you are concerned then you should commission a test for asbestos, which can be arranged on your behalf.

6.6 This report will **not** identify moulds that could be harmful to health. If mould is present at the time of inspection then it will be recorded and you will need to arrange your own test.

7. Ground conditions

7.1 The Surveyor will not be required to test for or comment upon the possible existence of noxious substances, landfill or mineral extraction, or other forms of contamination as this is beyond the scope of the report.

8. Consents, approvals and searches

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

8.2 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.

8.3 The Surveyor will be entitled to assume that the Property is unaffected by matters which would be revealed by a Local Search 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.

9. Insurance rebuilding cost assessment

9.1 The surveyor will provide an insurance rebuilding cost assessment only if this is agreed at the time of taking instructions. Building insurance cost assessments will be calculated using the current edition of the BCIS (*Guide to House Rebuilding Costs*).

10. Additional Services

10.1 The Surveyor will provide, for an additional fee, such additional services as may be specific in the Specific Terms or are agreed between the Surveyor and Client and confirmed by the Surveyor in writing.

11. Miscellaneous

11.1 In the event of conflict between these General Terms and the Specific Terms, the Specific Terms prevail.

11.2 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 and Client.

11.3 Where the Client has instructed the Surveyor to make investigations which cause damage to the Property on the basis that the Client obtained the owner's consent, the Client will indemnify the Surveyor against any loss of cost arising.

Dispute Resolution

11.4 In the unlikely event that the Client has a complaint regarding the standard of service he or she has received, a formal Complaints Handling Procedure will be forwarded. A copy of the Surveyor's Complaints Handling Procedure is available upon request. Using the Surveyor's Complaints Handling Procedure will not affect the Client's legal rights.

11.5 The Client may only rely upon the Surveyor's advice and Report for the purposes described in the Particulars or communicated to the Surveyor in writing prior to the agreement of the Fee and if the client wishes to rely upon such advice and Report for any other purpose he or she may only do so with the written consent of the Surveyor. The report shall not be reproduced, published or used for any commercial purposes without written consent from us.

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