



North Building Surveying Ltd

Registered in England 12366198

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## **North building surveying Ltd residential building survey and home condition survey Terms and conditions**

### **Our contract with you**

Before we undertake the inspection of the property and prepare the report based on that inspection, you should understand these terms and conditions under which the report is prepared and the product details key points summary below so that you are clear as to exactly what level of service you are buying and to avoid any misunderstanding later.

A contract will come into existence between North Building Surveying Ltd and you when you confirm that you have read and agreed to these terms and conditions. By signing and returning the terms of agreement you instructing us to carry out the services described below you are confirming that you have read and agreed to these terms and conditions

### **Legal matters**

We do not act as a legal advisor and do not comment on any legal documents.

### **Price and payment**

The price of the service is set out in the terms of engagement. You must pay for the service in full at least 48 hours before the survey (unless otherwise agreed with us). Details of how to make the payment will be sent on an invoice which we will send upon receipt of the signed terms of engagement letter.

### **Providing the survey**

We will provide the service with reasonable skill and care. Our ability to inspect the property depends on us being able to agree on a time and date with the agent or vendor for the inspection to take place.

If we cannot access the property despite our reasonable efforts, we may end the contract.

### **Our maximum liability**

Our maximum liability to you for our negligence or any other breach or fault on our part in connection with the service shall be limited to the cost of your rectifying any defect in the property which under the terms of this contract we should have but did not notify you of or failed to adequately notify you of in the report.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents, or subcontractors; for fraud or fraudulent misrepresentation.

### **Your acts and omissions and those of other people**



Our liability for any loss or damage suffered by you as a result of any breach by us of this contract shall be reduced to the extent part of that liability was caused by something another person has done.

### **Contracting entity**

North Building Surveying Ltd, registered in England, company number 12366198 is the entity that is entering into the contract to provide the survey. None of our (North Building Surveying Ltd) employees, partners or consultants individually has a contract with you or owes you a duty of care or personal responsibility. Our staff have no personal liability in respect of the content of the report which shall at all times remain North Building Surveying Ltd.'s responsibility. You agree that you will not bring any claim against any such individuals personally in connection with our services.

### **Nobody else has any rights under this contract.**

This contract is between you and North Building Surveying Ltd. No other person shall have any rights to enforce any of its terms except that our staff may enforce the paragraph above regarding the contracting entity. Neither of us will need to get the agreement of any other person in order to end the contract or make changes to these terms and conditions

### **Proportionate liability**

If you suffer loss as a result of our breach of contract or negligence, our liability shall be limited to a just and equitable proportion of your loss having regard to the extent of responsibility of any other party. Our liability shall not increase by reason of a shortfall in recovery from any other party, whether that shortfall arises from an agreement between you and them, your difficulty in enforcement, or any other cause.

### **Third party reliance**

Our survey report is provided for your benefit alone and solely for the purpose of the instruction to which it relates. Our survey report may not, without our written consent, be used or relied upon by any third party, even if that third party pays all or part of our fees or is permitted to see a copy of our survey report. If we do provide written consent to a third party relying on our survey report, any such third party is deemed to have accepted the terms of our engagement.

Our contract with you for the provision of this valuation is subject to English law. Any dispute in relation to this contract, or any aspect of the valuation, shall be subject to the exclusive jurisdiction of the Courts of England and Wales, and shall be determined by the application of English law, regardless of who initiates proceedings in relation to the survey report.

### **Limitations to the report**

Access to all areas of the property which are the subject of the survey should be provided where it is safe and reasonable to do so. Where the surveyor acting on behalf of North Building Surveying Ltd is unable to gain access to carry out any part of the survey, as defined by North Building Surveying Ltd.'s Residential Surveys Provided document, it will be detailed in the report under the heading Limitations to the report. North Building Surveying Ltd accepts no liability for any loss attributed to any defect which could have been detected in these areas, during the time of the survey. This clause shall not limit our liability for death or personal injury caused by our negligence.

### **Your right to change your mind.**

You can cancel the service at any time before the survey has been carried out by giving us 1 days' notice. A working day excludes Saturdays, Sundays, and public holidays.

If our contract is made with you online (for example, by email), or by telephone or other means of communication where we are not in the same place, you also will have 14 days to change your mind and cancel the service from the time of the instruction and when the order was placed.



If you cancel your instruction

- Within the 14-day cancellation period (if applicable) we will provide a full refund of any fees paid provided we have not commenced our service at the time you cancel;
- By giving us 1 working days' notice we will provide a full refund of any fees provided we have not commenced our services at the time you cancel; or,
- After the 14-day cancellation period (if applicable) has expired, without giving us 1 days' notice before we have commenced our services, we will be entitled to make a charge of £95.00 + VAT (if applicable), plus any additional costs incurred provided we have not carried out the inspection at the time.

To end your contract (including if you have changed your mind during the 14 day cancellation period, where applicable) please let us know in a clear written statement delivered by email or post to the relevant address set out in the terms of engagement. Please provide your name, home address, date of the survey, and where available your phone number and email address.

If you request us to begin the performance of the service during the 14 day cancellation period (if applicable), you shall pay us an amount which is in proportion to what has been performed until you have communicated to us your cancellation from this contract, in comparison to the full coverage of the contract.

You cannot change your mind after the 14 day cancellation period (if applicable) once we have carried out the inspection of the property.

#### **Refunds**

We will refund any fees you paid for the service by the method you used for payment less any charges or costs we are entitled to deduct.

#### **Our right to end the contract.**

- a) We may end the contract at any time in writing to you if.
- b) You do not make full payment to us, when it is due.
- c) You do not within a reasonable time of our asking for it, provide us with information that is necessary for us to provide the service.
- d) We are not provided, within a reasonable time, with access to the property to carry out the service
- e) We do not provide the service due to our decision upon arrival at the property, or at any other time before or after the survey that we lack enough specialist knowledge of the method of construction used to build the property; or
- f) We advise you that we cannot carry out the service at least 5 working days before the date we have agreed to carry out the service.

If we end the contract, we will refund and fees you have paid in advance for the service. However, if you have broken the contract, we may deduct reasonable compensation for the costs we will incur as a result of the contract being broken. Any compensation deducted will not exceed the fee agreed for the service.

#### **If a court finds part of this contract is illegal**

If a court finds part of this contract is illegal, the rest will continue in force. Each of the paragraphs in these terms and conditions operates separately. If any court or relevant authority decides that any of them is unlawful, the remaining paragraphs will remain in full force and effect.

#### **Which laws apply to this contract and where you may bring legal proceedings.**

This contract is governed by English law, and you can bring legal proceedings in respect of the service in the English Courts. If you live in Scotland, you can bring legal proceedings of the service in either the Scottish or



English Courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the service in either Northern Irish or English Courts

**Privacy policy**

Your information, including this letter of agreement will be kept on file electronically for the purpose of this contract only. It will not be shared or passed onto anyone for any purpose other than to allow us to execute this contract and carry out the survey. For example, we may share your name with a vendor or estate agent to verify that we have been instructed by you when arranging the survey.

We may discuss information within the report with your representatives, such as your conveyancer, at your request. We may request written authorisation for this.

Our privacy policy is published on our website and can be accessed at <https://northbuildingsurveying.co.uk/>

