

### Definitions

<b>"We", "Us"</b>	Sodbury Property Consultancy Limited (Company Registration No. 13594720)
<b>"You", "Your"</b>	The customer(s) specifically named on the Fee Quotation.
<b>"Services"</b>	The professional services or advice listed within the Fee Quotation.
<b>"Exclusions"</b>	Any services or advice we will not provide as part of our Services unless specifically agreed otherwise in writing and which may attract an extra Fee agreed in advance.
<b>"Accepted Fee"</b>	The total Fee in the Fee Quotation which has been duly accepted in writing by You.

### General Terms

- 1. This document is to be read along with the Fee Quotation provided.** These Terms are provided with our Fee Quotation as an offer to carry out the Services listed in exchange for the Fee quoted. Acceptance of this offer must be in writing.
- This document, along with our Fee Quotation, describes in full the obligations and liabilities arising out of Your acceptance of our Fee Quotation. No other terms, whether implied or explicit, can be deemed to apply unless specifically agreed in writing by both Us and You.
- Any sample reports, work, drawings etc provided by Us prior to engagement are understood to be for the purposes of advertisement and example only and do not form part of this contract. Where We have provided these documents to You by way of demonstration of the level of service to be expected, We will provide a similar level of service taking into account the specific requirements of the Services and subject property/ies.
- If We are prevented from providing any of the Services by You, we reserve the right to claim fair and reasonable abortive costs incurred by Us including travel expenses and abortive time spent. If we are prevented from providing any of the Services by any event outside our control (such as fire, flood, strike, terrorism, viral outbreak / pandemic, riot / civil unrest), we reserve the right to either cancel this contract or to agree an amended Fee Quotation and/or Terms of Business prior to carrying out any of the Services.
- You should note the Exclusions within the Fee Quotation which form part of our Terms and Conditions of Business. We have also appended to these Terms of Business a summary of typical exclusions and limitations on our surveys to better help you understand the services we will and will not provide.

### Our Obligations to You

- We will provide the Services in our Fee Quotation with reasonable skill and care, subject to the limitations and exclusions outlined in this document, in our Fee Quotation, and in the survey report itself.
- We will try to provide the Services within the timescales agreed between ourselves. However, these timescales are estimates only and do not form a binding part of this contract. Should we recognise that agreed deadlines will not be met, we will try to give notice of this and agree an extended deadline. We cannot be held responsible for any delays to legal / conveyancing processes, or expenses incurred in this regard, unless we have agreed in writing to provide a report by a particular deadline set by You.
- We will provide all the Services listed for the fixed fee stated in the Fee Quotation. Should the scope of our Services change while carrying out such works, we will agree an amended fee with You prior to carrying out any extra Services.

### Your Obligations to Us

- By accepting our Fee Quotation, You agree that you have read, understood and agree to be bound by these Terms of Business.
- You agree to provide, in a timely manner, any reasonable information required for Us to undertake the Services. This includes our standard health and safety questionnaire, as per item 31 below.
- You agree to pay the Accepted Fee upon receipt of our invoice, in accordance with the Payment Terms stated below.

### Payment Terms

- The Accepted Fee will become payable upon issue of Our invoice. **Full payment must be received 24 hours prior to the agreed date for commencement of the Services (i.e. the date of the survey).**

- 13. Should we not receive payment of our invoices in accordance with the above, we reserve the right to cancel any survey booking(s) made and charge you for any legitimate expenses incurred.**
14. Quoted fees are exclusive of VAT or other taxes etc unless stated on the Fee Quotation.
15. Where You are entitled to recover fees from any third parties, Our invoices will be settled by You in accordance with these Terms whether or not recovery is possible.
16. Any fees taken in advance of providing the Services are not deemed to be “client money” under the RICS definition and therefore are not subject to the RICS client money protection scheme.

#### **Limitation of Liability IMPORTANT: PLEASE TAKE NOTE**

- 17. Our liability to You for loss arising in connection with our services under this contract shall be limited to Your costs in rectifying such defects which we should have notified you of in our report, but failed to do so. Our maximum liability to You will be limited to the sum of £250,000 (two hundred and fifty thousand pounds) for each claim.** Details of our current Professional Indemnity insurance policy may be requested by You at any time.
18. We will accept no liability for inaccuracies in any information or advice provided by Us which relied upon any data, information or advice provided by Third Parties which later transpires was itself inaccurate.
19. Our liability to You under this contract is limited to the proportion of losses / damages which are attributable to the provision of our Services only and we will not be held singularly liable for the whole loss caused jointly by ourselves and any other advisors or third parties.
20. Nothing in this contract will limit Our liability in respect of fraud, personal injury, death or any matter in respect of which such liability cannot be limited by law.
21. Any advice, reports etc produced as part of this contract may only be relied upon by You. Such information cannot be relied upon by any third party, even where they are permitted to receive or view a copy, except where specifically agreed in writing beforehand (note we may charge an extra fee to cover our extended liability).

#### **Cancellation Rights**

22. Upon acceptance of our Fee Quotation and these Terms by You, a binding contract will be in place. You have the right to cancel this contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 and nothing in this contract will prevent you from exercising your rights under this or any other applicable legislation.
- 23. Should you wish to cancel this contract, notice should be given at least 2 working days before the agreed date for commencement of the Services, or within 14 days of entering into the contract. Where Services have already been provided between acceptance of our Fee Quotation and cancelling the contract, we reserve the right to charge you for any legitimate expenses incurred.**
24. Should We need to cancel the contract for any reason, we will try to give you at least 5 working days' notice. Where this is not possible, we will give as much notice as we reasonably can. We will not seek to recover costs / expenses incurred if We cancel this contract.

#### **Confidentiality**

- 25. We will treat Your details and any information obtained during the course of providing our Services as confidential and will not disclose any data which may identify You to any third party, except as required by law, or except as required in order to carry out our Services. Details of our Privacy Policy can be found on our website, or requested by You at any time.**
26. As a RICS regulated practice, our files are subject to monitoring / audit by the RICS. You agree We may pass details held on our files to the RICS upon request as We are obligated to do.

#### **Complaints & Disputes**

- 27. We operate a Complaints Handling Procedure in full accordance with the RICS Rules of Conduct for Firms.** This procedure includes alternative dispute resolution processes to ensure You have course for redress

if We are unable to resolve Your complaint satisfactorily. **Details of this policy can be requested by you at any time** and will be provided to you as soon as possible upon receipt of any complaint or potential complaint.

- 28.** This contract and any dispute arising from it will be governed by English law.
- 29.** As far as is permitted by the law, we reserve the right to claim compensation for lost time and costs incurred in defending any complaints or claims made by you or your representatives which are found to be vexatious, unfair, misleading or intentionally inaccurate. This includes but is not limited to directors and staff time in assessing, reviewing and responding to claims and correspondence (including reasonable liaison with legal representatives, insurers and the like) at a reasonable charge-out rate (currently £90/hour for directors and £25/hour for other staff), and costs / fees incurred in defending the claim (such as solicitors fees, court fees etc).

### Asbestos

- 30.** Under no circumstances will we include an asbestos inspection as part of our Services and any information provided by us in this respect falls outside The Control of Asbestos Regulations 2012.
- 31.** However, Our report(s), documents etc will where possible emphasise the suspected presence of asbestos-containing materials if the inspection identifies that possibility. However, by doing so, we can make no guarantee that these are the only instances of asbestos in the building, or that the suspected asbestos-containing elements actually contain asbestos fibres or not.

### Health and Safety

- 32.** Prior to commencement of any Services which involve site inspections, surveys or the like, we require You to complete and return to us our standard Pre-Survey Health and Safety Questionnaire at least 24 hours prior to the inspection. **Should this not be received, we reserve the right to cancel any survey booking(s) made and charge for any legitimate expenses incurred**, which may include time spent conducting pre-survey research etc.

### RICS Regulation

- 33.** Sodbury Property Consultancy Limited is a firm regulated by RICS for the provision of surveying services. This means we agree to uphold the RICS Code of Conduct for Firms and all other applicable mandatory professional practice requirements of RICS, which can be found at [www.rics.org](http://www.rics.org). As an RICS regulated firm, we have committed to co-operating with RICS in ensuring compliance with its standards. The firm's nominated RICS Responsible Principal is Matthew Gardiner MRICS who can be contacted at [info@sodbury-property.co.uk](mailto:info@sodbury-property.co.uk).

### DECLARATION

- I agree that I have read, understand and agree to be bound by these Terms of Business v1.3.
- I have read and agree to the limitation of our potential liability which is set out the 'Limitation of Liability' section of these Terms of Business.
- I understand the scope of the report to be prepared by the surveyor and its limitations.
- I confirm that I am the person intending to purchase the property to which the Fee Quotation relates.

Signed:

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Print Name:

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Date:

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## **Survey Exclusions, Limitations & Clarifications**

### **General**

We understand that you are buying a survey with the intention of identifying as far as possible your level of risk in purchasing this property. Our intention is to help you do this to the best of our ability. We will use our professional skills, knowledge and judgment to present you with an unbiased view of the property and any risk and/or other considerations you need to make in purchasing it. We will do this with reasonable skill and care. However, you should recognise that a survey does not act as a guarantee that the property is free from defects. It is also not an insurance policy which indemnifies you against any defects which may show up in the future. A survey is a snapshot of the visual condition of the property as inspected by the surveyor on the day of the inspection.

The below sets out our approach to carrying out surveys and how our inspection and report may be limited in the advice and information it can provide, even though we do our best to provide the most comprehensive and accurate survey possible.

### **Outside The Property**

Our external inspection covers all those parts of the building that can be seen from ground level externally and from internal vantage points at the time of the inspection. Many parts of a building such as foundations and subfloor areas are concealed and we do not disturb these. We are not allowed to cause damage to the property during our inspection, so we will not be able to inspect parts of the structure that are covered, unexposed or inaccessible. As such, we are unable to report that any such part of the property is free from defect. For example, we do not undertake intrusive inspections of cavity walls to look at insulation, cavity wall ties etc. Climbing plants also present another common limitation; it should be appreciated that where climbing plants obstruct our view of a wall or other element, we may not be able to see any defects concealed by this.

On Level 2 surveys, the roofs, chimneys and other high-level parts of the building are inspected visually from ground level, using binoculars and a camera with zoom capabilities where appropriate. It should therefore be appreciated that areas that cannot be seen from the ground (such as the joints between the back of chimneys and the roof slopes) cannot be fully reported on. We will also not have inspected these high-level parts of the building up close, so smaller defects and the use of unusual or inappropriate materials may not be visible.

On Level 3 surveys, the roofs, chimneys and other high-level parts of the building are inspected visually using a lightweight camera drone if weather conditions permit. Despite the use of a drone, wind, rain and overhead cables can restrict the full and safe use of this equipment, and where this is the case only limited perspectives can be gained. It should also be appreciated that inspecting with a drone camera is not the same as inspecting up close and so minor issues may not be visible from the perspectives gained, and it may not be clear from the photographs taken if there are areas where unusual or inappropriate materials etc have been used.

Our surveyor will try their best to make as full and detailed an inspection as possible, and will list any specific recommendations in their report. However, it must be appreciated that we do not have the ability to see through obstructions and we will only inspect those parts of the property that it is safe to do so at the time of the survey.

### **Inside The Property**

We always endeavour to undertake a full and thorough inspection of the property. However, on occasion, there are areas we are unable to access, or limitations to the access we are able to gain. This is outside of our control where we will make reasonable efforts to gain access to all areas of the property. Where there are any specific limitations, these will be described in the report.

Calculations of the load bearing capacity of floors or structural elements will not be carried out and we can give no opinion as to their strength or suitability for your purposes.

If the property is occupied and furnished at the time of the inspection, some walls and floor surfaces will not be visible. As above, we cannot cause damage to the property during our inspection, so we will not be able to access hidden voids etc where ready access is not available. For the avoidance of doubt, if there is an access hatch which is screwed shut, we will not undo screw fixings due to the risk of this causing damage and being unable to secure the hatch back in place.

Where there are wall and ceiling coverings (wall paper, tiles, timber panelling etc) and where floor coverings are laid over floor structures, these coverings were not lifted in line with the RICS Home Survey Standard. Where coverings are present, our inspection is limited to the wall/ceiling/floor surfaces. We will not have been able to assess the condition of plaster finishes etc behind paper, and cracks to the plaster / structure may not have been detectable. Similarly, with covered floors, damage to the structure beneath may not have been detectable during a visual inspection, and the likelihood of defects within voids beneath suspended floors can only be assessed from what we are able to see, smell and feel without lifting parts of the floor such as carpets, floorboards and the like.

In occupied properties, it is often the case that cupboards and other areas are filled with personal belongings. We will not move personal belongings or large items of furniture during our inspection due to the risk of breakage, so may not be able to see the condition of wall or floor surfaces concealed by these.

We will briefly test bathroom and kitchen fittings (not including appliances) in normal use, including flushing toilets and running taps. We will generally not run showers unless this can be done without stepping into the shower itself.

We will only access loft spaces where a suitably sized inspection hatch is provided, readily openable, safely accessible, and less than 3 metres above floor level. Hatches above stairs will not be accessed. Similarly, hatches located above beds, wardrobes or other furniture items cannot be accessed. A cursory inspection of the loft space will first be undertaken by the surveyor to assess whether an inspection can be carried out safely. The presence of rodents (urine, excess droppings, carcasses or live rodents), bats, bees, wasps or any other creature which would make the inspection unsafe will mean that the surveyor cannot inspect the loft space. Where this is the case, if deemed safe by the surveyor, photographs will be taken from the loft hatch only (known as a 'head and shoulders' inspection). In this case, we are only able to get a general impression of the condition of the roof structure and underside of the coverings. Any smaller defects – as well as those concealed by the insulation – may not be visible.

If the surveyor deems it safe to carry out an inspection of the loft, this will be undertaken as far as is safely practical. Stored possessions etc can obstruct our view of the roof structure and the underside of the coverings. Insulation can hide the ceiling joists which can make it unsafe to walk around in the loft space. We may lift small corners of the insulation to look at the construction of ceilings below, but we will generally not lift insulation to inspect underneath. With the above in mind, it should be appreciated that our inspection of the loft space(s) within the property are limited what we could see at the time of the inspection and smaller defects – as well as those concealed by the insulation – may not be visible.

Some roofs, including but not limited to flat roofs and roofs over bay windows, may not have loft hatches provided and where this is the case, we will not be able to inspect the roof structure of the underside of the coverings.

## **Grounds / Gardens**

We will try to gain access to all parts of the gardens / grounds belonging to the property. However, you should note that our inspection only covers areas of the garden which can reasonably be seen during our inspection. Where trees, shrubbery or overgrown planting etc conceals areas of the gardens or boundaries, our report is limited to discussing the elements which could be seen. Our report does not act at a guarantee that there are no issues to areas which could not be seen during our inspection.

Although we carry out an inspection of the gardens with a view to identifying any problematic plant species such as Japanese Knotweed, our survey is not a specialist inspection and therefore you should satisfy yourself that the property is not affected by Japanese Knotweed. We will use our best endeavours to help you evaluate the risk in our report but you should also pay particular attention to the Property Information Form (TA6) from the vendor which has a declaration as to whether there are any known infestations of Japanese Knotweed and other invasive species.

No local or formal enquiries of the local statutory authorities or investigations will be made to verify information such as to the tenure or the existence of rights and easements, for example. Your solicitor will need to make enquiries on these matters. We will also not identify whether roads or other highways from which the property is accessed are maintained by the local authority or are privately owned/maintained. Your solicitor will also need to make enquiries on these matters and confirm maintenance liability for surrounding roads and access ways.

If there are any wells on the property, we will inspect the visible parts for obvious damage or degradation only. We will not carry out a specialist inspection, assess structural adequacy, capacity or fitness of any water for consumption/use.

While inspecting the gardens, we will visibly inspect any relevant gullies or land drainage (such as linear slot drains, known as ACO drains) but will not remove any grilles or covers as this often causes damage and makes the covers difficult to put back on. We will not test any such gullies/drains and will not be able to tell if these are watertight.

Unless visibly marked/signed, we will be unaware of any below ground features such as bunkers, infilled ponds/pools, culverts etc and so these are excluded from our survey.

Our surveyors are not qualified arborists/tree surgeons or ecologists, so we are unable to comment on the health and condition of any trees, nor the presence/risks of any animal/wildlife species.

### Services Installations

In line with RICS guidance, all services to the property are inspected visually but not tested. Note that all observations made and recommendations given are from the perspective of a non-specialist residential property surveyor and we receive no input from any engineers, electricians, or the like.

The comments regarding the services are based on a visual inspection of the easily accessible aspects only. We are not able to comment on the safety of the services or whether they are fully compliant with current regulations.

The electrical, gas and water installations (where relevant) are limited to the meter(s) and fuse boxes / consumer units. Wiring and pipes are usually concealed, so are generally excluded. Water tanks are inspected visually where these can be reasonably accessed (these are often in the loft, so please see above limitations to inspections in loft spaces).

If the property has an oil tank, the outside of this will be inspected visually. Any below ground oil pipes will not be visible, so these are excluded.

Smoke detectors will be tested where these can be easily reached and where this will not cause undue disturbance to the occupants.

We will try to run the heating in the property for a short time (typically 10-15 minutes) to ensure the boiler is working and that a sample of radiators heat up as expected. We will not generally test every radiator and it may not be clear from this limited inspection if there is any air trapped in the heating system, so you should allow for bleeding radiators soon after moving in. If it is not readily clear how the heating system operates, we may not be able to switch it on during our survey and this limitation will be noted in our report.

Foul drainage to kitchens, utility rooms, bathrooms etc is often provided by pipework which is mainly hidden from view within boxing etc. We are unable to inspect hidden pipework, although connections to sanitaryware, sinks etc is inspected.

We will only lift inspection / manhole covers if they are wholly within the boundaries of the subject property, and in a condition which the surveyor judges means that they can be lifted and put back down safely and without causing damage. It is sometimes the case that older covers are damaged and cannot be put back down securely, which presents a safety hazard, so these are not lifted. Some covers, particularly those with paving stones etc inset into the lid, can be extremely heavy and we will not attempt to lift these as they require specialist equipment to lift safely. Where we are unable to lift inspection covers, we will only be able to judge the condition of the below ground drainage system from what we can observe in the course of normal use of the kitchens, bathrooms etc. In this case, we may recommend further investigations.

Where we are able to lift inspection / manhole covers, we will inspect the visible pipework and structure of the chamber itself, and we will try to witness the drains in normal operation (by running taps and/or flushing toilets etc). We will not be able to see any of the below ground pipework outside of the chambers, nor identify what the below ground pipework is made of if it is not visible from the chamber. For the avoidance of doubt, our inspection does not include a CCTV camera inspection of the drains, although following our inspection, we may recommend that you have this undertaken separately.

We strongly recommend that all services installations are tested by a suitably qualified and experienced person / contractor prior to you making a commitment to purchasing the property. It should be appreciated that the majority of the services are not visible. Testing may reveal defects and you are advised to budget accordingly to address any issues which may be identified by further testing.



## Local Environment

During our survey, we will take note of certain factors of the locality in which the property is situated, such as its exposure, any evidence of past flooding, noise levels at the time of the survey, any obvious evidence of past subsidence or ground movement, the presence of overhead power lines, and any other nearby health hazards or obvious nuisances. These observations are taken on the day of the survey and we cannot guarantee they are representative of the conditions at other times. You are encouraged to view the property several times at different times of the day and on weekends to get an appreciation of whether there are any factors of the local area which would be unsuitable for you.

If there is a vendor present at the time of inspection, we will ask them about the above factors and have the right to rely on their answers as true and accurate.

We will also undertake desktop research into the property and local environment. We do this using publicly available data / information from various reputable sources. We take no responsibility for the accuracy of third-party data. You are encouraged to view this in line with your own observations during viewings, and in line with environmental searches carried out by your legal advisor. Where there are discrepancies, we would be happy to discuss these with you to ascertain the likely most accurate data.

## Important Information Regarding Flats

Where we have been instructed to carry out a survey of a flat, we will make a detailed inspection of the flat itself, as described above. It is often the case that flats are held on a leasehold basis and are within a larger building or block, with the freeholder (owner of the whole building or site) or a managing agent being responsible for maintenance of communal areas and the external envelope of the building as well as the grounds. Our survey will include an inspection of the communal areas, external envelope of the building and grounds, however as you would not usually be directly responsible for carrying out repairs and maintenance to these areas, our advice will be limited to recommending that you or your solicitor check that the required works are included in an overall maintenance plan for the building. The costs for such works are often covered by service charges and a 'sinking fund', which we advise you to enquire about through your solicitor and further detail will be included in the report.

When inspecting flats, access to certain areas may be restricted. Examples of such areas commonly encountered are loft spaces where not accessed directly from the flat (we will not access loft hatches etc in communal corridors or where only accessible from within another flat) and communal storage or services cupboards etc where these are locked. Such areas will be listed as restrictions on our report and we cannot guarantee that these areas are free from defects.

If at any stage, you have any questions around exactly what is and is not included in your survey, please contact your surveyor who would be happy to discuss.

*Thank you for using Sodbury Home Surveys.*