

## TERMS AND CONDITIONS FOR MI HOME BUYER/CONDITION SURVEY (FOR CONSUMERS)

We, the surveyor named in the Order sent to you, agree to supply the survey described in the Order to you, the client subject to these terms and conditions (Terms and Conditions). In these Terms and Conditions we refer to you the client as "you" and to us the surveyor as "we" or "us". The Order and these Terms and Conditions form the Contract between you and us.

The Terms and Conditions relevant to the Mi Home Buyer/Condition Survey are indicated below, both briefly and more comprehensively.

It is important that you are aware of the nature of the Mi Home Buyer/Condition Survey you are purchasing to ensure that you are fully satisfied with the end result.

Please read the Terms and Conditions carefully to ensure you understand them before requesting the Mi Home Buyer/Condition Survey. These Terms tell you who we are, how we will carry out our service, how you and we may change or end the contract, what to do if there is a problem and other important information.

### Your contract is with the Surveyor

#### Summary of Key Points relating to the Service:-

##### This service:-

- ❖ Is a full and thorough visual inspection of the property described in the Order
- ❖ Is a non-invasive inspection - it will inspect areas normally opened or used by occupants
- ❖ Advises on existing defects and their repair
- ❖ Does not test services but observes them in normal operation where possible
- ❖ Does not include an indication of market value, rebuild or repair costs
- ❖ Is not an asbestos survey
- ❖ Is not a Japanese Knotweed, or other invasive plant species, survey
- ❖ includes a report based on the inspection of the property to be delivered in PDF format by email
- ❖ Is not a form of guarantee or warranty

#### IF YOU ARE UNCERTAIN ABOUT WHAT IS INCLUDED IN THE SERVICE, OR REQUIRE FURTHER CLARIFICATION, PLEASE ASK US FOR MORE DETAILS.

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##### If you are purchasing the property, prior to exchange of contracts you should:-

- ❖ Obtain quotations for any works identified in the report based on our inspection of the property.
- ❖ Obtain additional reports, surveys or investigations where they have been recommended in your survey report.
- ❖ Obtain documentary evidence of testing and servicing records, guarantees and warranties, and satisfactory completion, Building Regulations, or other statutory notices for relevant works carried out at the property.

#### Information about us and how to contact us:

Our name and address are set out in the Order.

You can contact us by telephoning us on the telephone number or by writing to us at the email address set out in the Order.

We will communicate with you by telephoning you on the telephone number or by writing to you at the email address set out in the Order.

When the words **writing** or **written** are used in these Terms and Conditions, this includes email.

## Survey Terms and Conditions

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 so that you are clear as to exactly what level of service you are buying and to avoid any misunderstanding later.

### Our contract with you

A contract will come into existence between you and us when you confirm that you have read and agree to the Order and these Terms and Conditions. By instructing us to carry out the services described in the Order you are confirming that you have read and agree to the Order and these Terms and Conditions.

### Providing the Survey

We will provide the service with reasonable skill and care.

We will endeavour to inspect the property by the date set out in the Order. Our ability to inspect the property depends on us being able to agree a time and date with the estate agent or vendor for the inspection of the property to take place. Times and dates given are approximate and may need to change. We will however endeavour to accommodate any request you make for the inspection to be carried out by a particular date.

If we cannot access the property to perform the inspection as arranged, we may charge you additional costs incurred as a result. If, despite our reasonable efforts, we are unable to re-arrange access to the property we may end the contract.

### A description of the service is set out below.

The report we provide to you is for your private and confidential use. We do not accept responsibility if another person reproduces the report in whole or in part or relies on it for any purpose without us providing written confirmation that they may do so. We will not be liable if you rely on or use the report for anything other than the purpose set out in the Order. In addition, we will not be liable to any person other than you for any information or advice set out in the report or any part of its contents.

The report will contain our opinion about the condition of the property which you, as the buyer, should consider carefully as it may include important information about the condition of the property. If you decide not to act on the advice in the report then you do so at your own risk.

### The report we prepare tells you:

- about the construction of the property and the history of its development as far as could be ascertained.
- about the condition of the property on the date it was inspected.
- any limitations that we experienced during the course of the inspection, and the nature of risks that may be present in those areas
- the nature of any significant defects that were found.
- whether more enquiries or investigations are needed.

### The report we prepare does not tell you:

- the market value of the property or matters that will be considered when a market valuation is provided.
- the insurance reinstatement/rebuild cost, or the cost of carrying out repairs or improvements.
- about the nature or condition of any part of the property that is/was
  - specifically excluded from the inspection by prior arrangement
  - not accessible or visible using normal and accepted surveying practices
  - not accessible or visible for health or safety reasons
- about any minor defects that would be anticipated in a property of the type and age being inspected - the nature of such minor defects will vary between property types.
- details of defects that would normally be categorised as wear and tear or which would normally be dealt with as a matter of routine maintenance.
- how to carry out repairs.
- the report is not an asbestos inspection under the Control of Asbestos Regulations 2012.
- any advice on subjects that are not covered by the report. If you need further advice you must arrange for it to be provided separately.

- the condition of services (heating, plumbing, electrics, drains etc.) other than can be determined from a visual inspection and when checking them by operating them in normal everyday circumstances

### Condition rating definition

We will give each part of the structure of the main building a condition rating, to make the report easy to follow. The condition ratings are as follows.

- ❖ **Condition Rating 1**  
Only minor or cosmetic repairs, or no repairs at all are currently needed. It is anticipated any repairs identified would be rectified during a programme of normal maintenance, and you should budget accordingly.
- ❖ **Condition Rating 2**  
Repairs or replacements are needed but these are not considered to be serious or urgent. However, you should obtain quotations for any works identified prior to exchange of contracts if purchasing the property.
- ❖ **Condition Rating 3**  
These are defects which are either serious and/or require urgent repair or replacement or where it is felt that further investigation is required, for instance where there is reason to believe repair work is needed but an invasive investigation is required to confirm this. A serious defect is one which could lead to rapid deterioration of the property, or one where the building element has failed or where its imminent failure could lead to more serious structural damage. You should obtain quotations for additional work where a condition rating 3 is given, prior to exchange of contracts if purchasing the property.
- ❖ **NI**  
Not inspected - Indicates an element of the property that could not be inspected due to some restriction of access or view, or by previous arrangement.
- NA**  
Not applicable - This element is not present at the property or information about it is included within another section of the report.
- ❖ **Condition Rating HS**  
These are actual or potential health and safety risks identified at the property which you should consider carefully. In some instances a matter which has been identified will require specific testing of services such as electricity or gas to confirm that they are safe to use, but in other instances the report may refer to hazards for which there is an increased risk of harm to those using the property. The level of risk may depend on a number of factors including the age, mobility and vulnerability of occupants. You should consider any health and safety matters identified within this report and commission any further tests or investigations prior to exchange of contracts if you are purchasing the property. You should also consider how the risks identified may affect you or your personal use of the property.

Where we identify that repairs to address any matters, or further investigations, are required, you should obtain quotations and/or reports prior to exchange of contracts to ensure that you are aware of the cost of any works before you commit to purchasing the property.

### How the survey is carried out

We follow the current RPSA Survey Inspection and Reporting Standards for a Home Survey. We carry out a thorough visual and non-invasive inspection of the inside and outside of the main building and all permanent outbuildings, recording the construction and defects (both major and minor) that are evident. This inspection is intended to cover as much of the property as reasonably physically accessible. Where this is not possible an explanation is provided in the relevant sections of the report.

We do not force or open up the fabric of the property or make any physical changes to the property when carrying out the survey. This includes not taking up fitted carpets, fitted floor coverings or floorboards, moving heavy furniture, removing the contents of cupboards, wardrobes, and/or roof spaces, moving of valuable or delicate objects, etc., operating old, damaged, corroded or delicate fixtures and fittings, removing secured panels and/or hatches or undoing electrical fittings. Under-floor areas are inspected only where there is safe and clear access. If necessary, we carry out parts of the inspection when standing at ground level from adjoining public property where accessible. This means the extent of the inspection will depend on a range of individual circumstances at the time of inspection, and we judge each case on an individual basis.

We use equipment such as a moisture meter, binoculars and a torch, and may use a ladder or extended camera pole to obtain views of flat roofs, and to access hatches or obtain views no more than 3m above ground (outside) or above floor surfaces (inside) if it is safe to do so. We also carry out a desk-top study prior to the survey inspection and makes oral enquiries, where possible, for information about matters affecting the property.

## Services

Where possible, services will be checked for their normal operation in everyday use.

Services are generally hidden within the construction of the property. This means that only the visible parts of the available services can be inspected, and we do not carry out specialist tests other than through their normal operation in everyday use. The visual inspection cannot assess the efficiency or safety of electrical, gas or other energy sources; the plumbing, heating or drainage installations (or whether they meet current regulations); or the internal condition of any chimney, boiler or other flue. Intermittent faults of services may not be apparent on the day of inspection. If any services (such as the boiler or mains water) were turned off, they were not turned on for safety reasons and the report will state that to be the case.

## Outside

We inspect the condition of boundary walls, fences, permanent outbuildings and areas in common (shared) use. To inspect these areas, we walk around the grounds and any neighbouring public property where access can reasonably be obtained. Where there are restrictions to access, these are reported, and advice is given on any defects that may require further investigation. We will not normally assume that access to neighbouring properties is granted, though may request permission for access if convenient to do so and considered necessary for a specific purpose, such as following the trail of suspicion to the source of a defect.

We do not carry out a survey to identify Japanese Knotweed, or other invasive plant species, though we will conduct a general assessment of the grounds to locate large or obvious plants, shrubs or trees that could present a risk to the structural safety of the property.

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

## Outbuildings

Buildings with swimming pools and sports facilities are treated as permanent outbuildings and therefore are inspected, but we do not report on the specialist leisure facilities, such as the pool itself and its ancillary equipment, landscaping and other facilities (for example, tennis courts and temporary outbuildings).

## Flats

When inspecting flats, we assess the general condition of outside surfaces of the building, as well as its access and communal areas (for example, shared hallways and staircases) and roof spaces, but only if safe to do so, and if they are accessible from within the surveyed property. We also inspect (within the identifiable boundary of the flat) drains, lifts, fire alarms and security systems, although we do not carry out any specialist tests other than through their normal operation in everyday use.

We do not identify the nature, safety or suitability of any External Wall Systems or other forms of cladding.

## Hazardous substances, contamination and environmental issues

In preparing the report, we assume that no dangerous, harmful or hazardous materials or techniques have been used in the construction of the property. However, we will advise in the report if, in our view, there is a likelihood that dangerous, harmful or hazardous material has been used in the construction and specific enquiries should be made or tests should be carried out by a specialist.

We make desk-top and online investigations of free and publicly available information about contamination or other environmental dangers. We will recommend further investigations if a problem is suspected.

We do not comment upon the possible existence of noxious substances, landfill or mineral extraction, or other forms of contamination other than in a general sense and if free and publicly available information is accessible.

## Asbestos

We do not carry out an asbestos inspection and do not act as an asbestos inspector when inspecting properties that may fall within the *Control of Asbestos Regulations 2012*. With flats, we assume that there is a 'dutyholder' (as defined in the regulations), and that in place are an asbestos register and an effective management plan which does not present a significant risk to health. We do not consult the dutyholder.

We will indicate the presence of materials or surface coatings that are commonly known to contain asbestos, where they are clearly visible. However, we will not undertake any tests to confirm whether they do contain asbestos.

### **Consents, approvals and searches**

We assume that the property is not subject to any unusual or onerous restrictions, obligations or covenants which could affect the reasonable enjoyment of the property. We assume that all planning, building regulations and other consents required in relation to the property have been obtained. We do not verify whether such consents have been obtained. Any enquiries should be made by you or your legal advisers. Drawings and specifications are not inspected by us. We assume that the 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 property, nor its condition, its use or its intended use, is or will be unlawful.

### **Assumptions**

Unless we agree to a different approach with you, while preparing the report we will assume that:

- The property (if for sale) is offered with vacant possession;
- The property is connected to mains services and you are aware of any matters to do with your right to access those services; and
- you are aware of and accept the basis on which you can access the property.

We will not be liable to you if we make an error or fail to tell you something in the report based on any of the above assumptions.

### **Legal matters**

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

We will refer in the report to any legal issues we identify when inspecting the property and will that recommend your legal adviser advise you on these (for example, check whether there is a warranty covering replacement windows).

### **Price and payment**

The price for the service is the price set out in the Order. You must pay the price for the service in full when you accept the Order and these Terms and Conditions. Details of how to make payment shall be provided with the Order.

### **Retention of Documents**

We will retain all files and documents relating to the provision of the service for a reasonable period after this contract ends. However, we will not retain such files and documents for more than 15 years. You agree that we may destroy all files and documents relating to the service at the end of that period.

If during the storage period you wish to retrieve or make copies of any documents then we may make a reasonable charge for our time and expense in doing so.

### **Limitation of our liability**

We will not be liable to you if we make an error or fail to tell you something in the report as a result of any of the following:

- Our inability to inspect an area of the property; or
- Any reliance placed by us on information provided by you or by any person who provides such information on your behalf.

### **We are responsible to you for foreseeable loss and damage caused by us.**

If we fail to comply with the terms of this contract we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the survey process.

## **Our maximum liability**

Our maximum liability to you for our negligence or any other breach or fault on our part arising 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.

## **Liability of our staff**

If we are a firm or a company the report may be prepared by an employee (who is a surveyor) on our behalf and we accept full responsibility for the content of that report. Our staff will have no personal liability in respect of the content of the report which shall at all times remain our sole responsibility.

## **Your rights to end the Contract**

### **If you want to end the contract because of something we have done or told you we were going to do**

If you end the contract for one of the reasons listed below the contract will end immediately and we shall refund you in full for the service if it has not yet been provided and you may also be entitled to compensation.

- You have been told about an upcoming change to the service or these Terms which you do not agree to.
- You have been told about an error in the price or description of the service you have requested and you do not wish to proceed.
- You have a legal right to end the contract because we have done something wrong.

If any part of the service is delayed by an event outside our control, then we will contact you as soon as possible to let you know and will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund of fees paid.

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

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

If our contract with you is made 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 the order was placed.

If you cancel your order:

- within the 14 day cancellation period (if applicable) we will provide a full refund of any fees paid provided we have not commenced our services at the time you cancel;
- by giving us 1 working days' notice we will provide a full refund of any fees paid 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 working days' notice before we have commenced our services we will be entitled to make a charge of £75.00 +VAT, plus any additional costs incurred provided we have not carried out the inspection at that time.

To end your contract (including if you change 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 Order. Please provide your name, home address, date of the survey and where available your phone number and email address.

If you requested us to begin the performance of services 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 us your cancellation from this contract, in comparison with 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 rights to end the contract**

We may end the contract at any time in writing to you if:

- (a) you do not make payment to us when it is due;
- (b) 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;
- (c) we are not provided, within a reasonable time, with access to the property to carry out the inspection;
- (d) we do not provide the service due to our deciding upon arrival at the property that we lack enough specialist knowledge of the method of construction used to build the property; or
- (e) 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 any 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.

### **How we may use your personal information**

We will only use your personal information as set out in our privacy policy. We will provide you with copy of our privacy policy or let you know where you can access it. If we have not provided this information to you please let us know and we will provide it.

### **If there is a problem with the service**

If you have any questions or complaints about the service please contact us. You can contact us by telephoning us on the telephone number or by writing to us at our email address set out in the Order.

You can ask us to repeat or fix the service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.

If we are unable to resolve a complaint about the service, you may make a complaint to the Property Ombudsman who may judge your complaint. The Property Ombudsman is available at [www.tpos.co.uk](http://www.tpos.co.uk).

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

This contract is between you and us. No other person shall have any rights to enforce any of its terms except that our staff may enforce the paragraph above under the heading "Liability of our Staff". Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these Terms and Conditions.

### **If a court finds part of this contract is illegal, the rest will continue in force**

Each of the paragraphs of 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 services in the English Courts. If you live in Scotland you can bring legal proceedings in respect 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 the Northern Irish or English courts.