

# Condition Report

## Terms of engagement

### A. Confirmation of appointment

*This is to confirm that this firm (referred to as 'we' and 'us' from here on) has been appointed by you (referred to as 'you' from here on) to carry out a Condition Report to assist you in purchasing a property. The letter of instruction and these enclosed terms of business sets out the terms upon which we shall deliver the service to you.*

### B. The service

*We shall provide the service of providing you with a Condition Report, which shall be delivered in accordance with the current edition of the Home survey standard RICS professional statement and shall be equivalent to level 1.*

#### **The RICS Condition Report Service includes:**

- an **inspection** of the property; and
- a **report** based on the inspection.

#### **The surveyor who provides the RICS Condition Report Service aims to give you professional advice to tell you about:**

- the construction and condition of the property on the date it was inspected;
- any defects that need urgent attention or are serious;
- things that need further investigation to prevent serious damage to the fabric of the building; and
- defects or issues that may be hazardous to safety.

#### **Please note the following limitations to our service;**

1. While we inspect the inside and outside of the property and permanent outbuildings we do not open up the fabric of the property.
2. We inspect the roof space from any access hatch where this accessible and safe but we do not go into the roof space itself.
3. We inspect those parts of electricity gas, oil, water heating and other services that can be seen but we do not test them. We can not advise therefore on the efficacy or safety of these services. Where there are common services such as those typically found in a block of flats then you must ask your solicitor to make specific enquiries about these.
4. We do not lift inspection chambers of the underground drainage system.
5. We will inspect a cellar if it is reasonably accessible but we do not inspect underfloor voids.
6. We cannot inspect any concealed gutters.
7. Where access to rooms within the property is rendered difficult as a result of stored items or clutter we will be unable to carry out our inspection fully. We do not remove the contents of cupboards.
8. Where the property is a flat we will assess the general condition of outside surfaces of the whole building as well as access and communal areas leading directly to the property and roof spaces but only if they are accessible from within the property or communal areas.
9. Where the property has loft access and we are able to gain access we will assess the general condition of the inside surfaces of the loft where it is practical and safe to do so.
10. We will attempt to open only a limited sample of the windows. This might typically include one on each elevation
11. We will closely inspect the surfaces of exposed floors but will not lift carpets, floor coverings or floorboards. We will not lift hatches or look below the floor.
12. We will carry out a visual inspection of the grounds from within the boundaries of the subject property and, where necessary, from adjoining public property.

### **C. The surveyor**

*The service will be provided by an AssocRICS, MRICS or FRICS member of the Royal Institution of Chartered Surveyors (RICS) who has the skills, knowledge and experience to survey and report on the property. Where the surveyor is also providing a valuation of the property, they have the skills, knowledge and experience to provide such a valuation and are a member of the RICS Valuer Registration Scheme.*

*The surveyor's contact information is set out in the Appendix.*

### **D. The inspection**

*Before the inspection, you should tell us if there is already an agreed or proposed price for the property, and if you have any particular concerns about the property (such as a crack noted above the bathroom window or any plans for extension).*

### **E. The report**

*We will provide a property-specific report for the service in accordance with the current edition of the Home survey standard RICS professional statement.*

### **F. Exclusions**

#### ***The following areas are excluded from our liability :***

- 1. We do not carry out any form of asbestos inspection.*
- 2. We do not carry out any detailed form of chimney investigation and cannot comment on flues or the state of the chimney. If you have any concerns in this regard or we highlight any potential issues you should instruct an independent specialist.*
- 3. We do not carry out any detailed form of drain survey or investigation. If you have any concerns in this regard or we highlight any potential issues you should instruct an independent drain survey.*
- 4. We cannot comment on the potential effect of tree or hedge roots on the foundations of the property. If any large trees are identified in the vicinity of the main building you should instruct a specialist tree surveyor.*
- 5. We do not comment on the state of condition of any white goods or appliances currently being used at the property.*
- 6. We cannot give any advice as to noise or sound insulation at the property.*
- 7. We cannot give any advice as to whether the property lies under an airport flight path.*
- 8. We cannot give any advice as to whether the property is affected by any London underground lines or other railway tunnels or proposed new railway routes.*
- 9. We cannot give any advice as to whether there is any contamination underground at the property from radon gas or whether there is any other environmental dangers. Your solicitor should make specific enquiries on this point.*
- 10. We cannot give any advice as to whether there is or has been any flooding at the property. Your solicitor should make specific enquiries on this point.*
- 11. We cannot give any advice as to whether Japanese knotweed exists in the grounds or outside of the property. If you have any concerns in this regard you should undertake a specialist survey.*
- 12. Where we have highlighted in our report that you need to ask your legal advisor specific questions or raise issues with the seller of the property you are buying you are responsible to ensure this is done. We are excluded from any liability where this is not actioned.*
- 13. Where we see evidence of damp and mention it in our report you must seek specialist advice which should include a damp survey. We are excluded from any liability where this is not actioned.*
- 14. Where we see evidence of timber deterioration and mention it in our report you must seek specialist advice which should include a timber survey. We are excluded from any liability where this is not actioned.*

15. Where we see evidence of insect infestation and mention in our report you must seek specialist advice which should include a specialist survey. We are excluded from any liability where this is not actioned.

16. Where we see evidence of movement or subsidence and mention this in our report you must seek specialist advice which should include a specialist survey. We are excluded from any liability where this is not actioned.

## **G. Charges and terms of payment**

You agree to pay our fee and any other charges agreed in writing as set out in the Appendix, or as further agreed between you and us in writing.

We require full payment in advance.

## **H. Complaints handling procedure**

If there is any aspect of our service with which you are not happy (including complaints about our bills), please contact our complaints handling partner, Clive Thompson.

## **I. Retention of documents**

We will retain all files and documents for a reasonable period, which will in any event be not less than 6 years after completion or termination of the service. These will be securely stored and available for future inspection, if required, for up to a maximum of 15 years.

## **J. Audit of files**

As an RICS regulated firm, external organisations may conduct audit or quality assurance reviews on our practice. Your file may be subject to monitoring and review, and we will need to provide this to RICS on request in accordance with RICS Rules of Conduct for Members and/or RICS Rules of Conduct for Firms.

## **K. Referral fees**

We will notify you separately if we pay a referral fee in respect of this service.

## **L. Execution or acceptance of the terms**

Please return the signed terms and conditions in the post or scan these to us by email. If you wish us to proceed quickly you must email us in the meantime stating that you have read and accept these terms and conditions in accordance with wording in our covering email.

## **M. Cancellation**

Should you notify us that you no longer require our services less than 48 hours notice before any agreed appointment then 50% of our fee will be payable.

Should you notify us that you no longer require our services after we have carried out the inspection but before we have provided the report then 100% of our fee will still be payable.

Please note all communication of cancellation must be in writing.

## **N. Liability**

Please note our liability for these services is capped at £250,000.

We are not liable for any errors or omissions in the report caused by our inability to gain access to certain areas of the property.

The surveyor inspecting the property has no personal liability at all for the report provided.

**O. Client liaison**

*We provide various services and different levels of survey and report. We have previously explained to you the different types of type of service we can provide you and the range of options available. You have agreed to this type of service.*

**P. Insurance**

*We maintain professional indemnity insurance.*

**Q. Health and safety**

**R. Money Laundering Regulations**

*Under current Money Laundering Regulations we are required to undertake all necessary checks on your identity – and keep evidence of those checks. We may ask you for certain identity information.*

**S. Data protection**

*All information collected and stored will conform to current data protection legislation and regulations.*

**T. Confidentiality**

*We will ensure all confidential information is held by us as confidential in relation to this service unless disclosure is required by law or for accounting purposes or by any other regulatory body.*

## Appendix

Client's details			
Name			
Address			
Telephone		Email	

Firm's or surveyor's details			
Name	Corinthian Surveyors Limited		
RICS designation and membership number	1114092		
Address	102 Queenswood Road Forest Hill London SE23 2QS		
Telephone	07958683898 08000025688	Email	info@corinthiansurveyors.co.uk

<b>Subject property address (including postcode)</b>	
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The service	
Scope	<p>Please note the following:</p> <ul style="list-style-type: none"> <li>a Condition Report will be provided</li> <li>this is level 1</li> <li>there are no special instructions and/or additional services</li> <li>the inspection date will be arranged as soon as possible</li> <li>the delivery format and style of the report is in accordance with RICS guidelines</li> </ul>
Fees	<p>Please note the following:</p> <ul style="list-style-type: none"> <li>a fee of £ is charged</li> <li>there are no referral fees or conflicts of interest</li> <li>payment is due on</li> </ul>

<p>Client acceptance of terms of engagement</p>	<p><input type="checkbox"/> I have read, understand and accept the Home Condition Report service, on the terms set out above and the conditions below.</p> <ul style="list-style-type: none"><li>✓ I authorise Corinthian Surveyors Limited (“CSL”) to immediately commence work on the report. Should I notify CSL that I no longer require their services less than 48 hours notice before any agreed inspection then 75% of the fee to CSL will be payable</li><li>✓ I accept that should I notify CSL that I no longer require their services after the inspection has been carried out but before the report has been provided then 100% of the fee to CSL will be payable.</li><li>✓ I accept that Corinthian Surveyors Limited may, in some instances, pay or receive a referral fee from a third party in connection with this transaction.</li><li>✓ I authorise Corinthian Surveyors Limited to process my personal data in accordance with these terms and its privacy policy.</li></ul> <p>C</p>
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