



BUILDING SURVEY
Terms and Conditions
Please Return

This is an agreement between Pinnacle Surveyors (England & Wales) Limited, trading as Pinnacle Surveyors, whose registered office is Profile House, Stores Road, Derby DE21 4BD and the client(s) (as described below) relating to the production of a Building Survey.

Property Information

Property Address:

Post Code:

Property Type (delete as applicable): Semi detached House Detached House Bungalow
Terraced House Maisonette Flat
End Terraced House Other.....

Property Use (delete as applicable): Owner Occupied Investment
Other.....

Property Tenure (delete as applicable): Freehold Leasehold

Property Purchase Price: £.....

Please select one of the following:

A I enclose a cheque for the correct amount of £..... including VAT, made payable to:
Pinnacle Surveyors
I understand that you will not send me the survey until you have received my cheque.

B I have already paid the appropriate fee via my proposed mortgage lender ☐

Client's Contact Information

Client Name(s):

Correspondence address:.....
..... Post Code:

Tel: (H) (Mob.).....

Email:.....

Please note the following:

- The valuation/survey has been carried out in accordance with the current RICS Standards (The Red Book).
- The date of the valuation will be the date of inspection.
- We can confirm that we have had no previous involvement with the property.
- Our surveyors have the competency to carry out the report on the property and all are registered under the RICS Valuers Registration Scheme.
- Valuations may be investigated by the RICS to ensure our compliance with The Red Book.
- The valuation figure gives an opinion of the Market Value (please see the attached information sheet for further information).
- Our Complaints Handling Procedure is available upon request.
- A signed copy of this document must be received before the report can be carried out.

For full details of the contents of the Building Survey please see the enclosed information.

Declaration

The Client/s instructs and appoints Pinnacle Surveyors to act as Valuers/Surveyors in relation to the production of a valuation/survey on the property upon the terms of this document.

I/we agree to the Terms and Conditions provided. I/we also acknowledge receipt of a duplicate of this agreement.

Signed (Client)

Date

Print Name

Signed (Client)

Date

Print Name





BUILDING SURVEY Terms and Conditions For Your Records

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Signed (Client) Date

Print Name

Signed (Client) Date

Print Name



SPECIFIC TERMS

1. DESCRIPTION OF PROPERTY TO BE INSPECTED :

2. ADDITIONAL SERVICES (where applicable)

- i) Full set of colour photographs

3. SPECIAL TERMS AGREED (if applicable)

GENERAL TERMS

1. INTRODUCTION

a) This document sets out the contracted terms upon which the Surveyor 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.

b) The individual carrying out the inspection and providing advice will be a Chartered Surveyor.

c) 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 terms the Surveyor will report upon :

a) The main aspects of the property including and/or assuming the site/location, the design, structural framework, fabric and services.

b) The grounds, boundaries and environmental aspects considered to affect the property.

c) Any requirements for further investigation arising from the inspection.

3. DELIVERY OF THE REPORT

a) The report is to be delivered by a date as is reasonable in the circumstances.

b) The Surveyor will either email the report to the client or send by first class post for the sole use of the client to their address (or other agreed address).

The client agrees to keep the report confidential disclosing its contents only to the client's 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 purposes of any transaction.

4. PAYMENT OF FEES

- a) The client will pay the agreed fee, any additional fees and VAT and any agreed disbursements by the payment date.
- b) The completed report cannot be released until payment has been received.

5. ASSUMPTIONS

Unless otherwise agreed, the Surveyor whilst preparing the report will assume that :

- a) The property (if for sale) is offered with vacant possession.
- b) The property is connected to mains services with appropriate rights on a basis that is known and acceptable to the client, and
- c) Access to the property is as of right upon terms known and acceptable to the client.

6. SCOPE OF INSPECTION

a) Generally

- i) The Surveyor will consider his or her advice carefully but is not required to advise on any matter of significance of which in relation to the property is not apparent at the time of inspection from the inspection itself.
- ii) The Surveyor will inspect diligently but is not required to undertake any action which would risk damage to the property or injury to him or herself.
- ii) The Surveyor will not undertake any structural or other calculations.

b) Accessibility

- i) The Surveyor will inspect as much of the internal and external surface area of the building as is practical but will not inspect those areas which are covered, unexposed or not reasonably accessible from within the site or adjacent public areas.
- ii) The Surveyor is not required to move any obstruction to inspection including, but not limited to, furniture and floor coverings.

c) Floors

The Surveyor will lift accessible sample loose floorboards and trap doors, if any, which are not covered by furniture, carpets or other floor coverings. The Surveyor will not attempt to cut or lift fixed floorboards without express permission of the owner.

d) Fixed Covers or Housings

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

e) Roofs

The Surveyor will inspect the roof spaces if there are available hatches which are not more than three metres 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.

f) Boundaries, Grounds and Outbuildings

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

g) Services

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, although general overall comments will be made where possible. The Surveyor will report if it is considered that tests are advisable.

h) Areas not Inspected

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

i) Flats or Maisonettes

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 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.

j) Environmental and Other Issues

- i) Particular noise and disturbance affecting the property will only be noted if it is significant at the time of the inspection or if specific investigation has been agreed between the Surveyor and client and confirmed in writing.
- ii) The Surveyor will report on any obvious health and safety hazards to the extent that they are apparent from elements of the property considered part of the inspection.

HAZARDOUS MATERIALS

- a) Unless otherwise expressly stated in the report, the Surveyor will assume that no deleterious or hazardous materials or techniques have been used in the construction of the property. However, the Surveyor will advise in the report if, in his or her view, there is a 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.

- b) Subject to clause 6b, the Surveyor, based upon a limited visual inspection, will note and advise upon the presence of lead water supply pipes and asbestos.
- c) The Surveyor will advise in the report if the property is in an area where, based on information published by the Health Protection Agency (HPA), there is a risk from radon. In such cases the Surveyor will advise that tests should be carried out to establish the radon level.
- d) The Surveyor will advise if there are transformer stations or overhead power lines which might give rise to an electro-magnetic field, either over the subject property or visible immediately adjacent the property. The Surveyor is not required to assess any possible effect on health or to report on any underground cable.

GROUND CONDITIONS

The Survey will not be required to comment upon the possible existence of noxious substances, landfill or mineralised extraction or other forms of contamination.

CONSENTS, APPROVALS AND SEARCHES

- a) 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.
- b) 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 client's Legal Advisers. Drawings and specifications will not be inspected by the Surveyor unless otherwise previously agreed.
- c) The Surveyor will be entitled to 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 intended use, is or will be, unlawful.

INSURANCE REBUILDING COST ASSESSMENT

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.

ADDITIONAL SERVICES

The Surveyor will provide, for an additional fee, such additional services as may be specified in the specific terms or are agreed between the Surveyor and the client and confirmed by the Surveyor in writing.

MISCELLANEOUS

- a) In the event of a conflict between these general terms and the specific terms, the specific terms will prevail.
- b) Unless expressly provided, no terms 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 or the client.
- c) Where the client has instructed the Surveyor to make investigations which cause damage to the property, on the basis that the client has obtained the owners consent, the client will indemnify the Surveyor against any loss or cost arising.
- d) **Dispute Resolution :** In the event that the client has a complaint regarding the standard of service he or she has received, a formal complaints handling procedure is available upon request. Using the Surveyors complaints handling procedure will not affect the client's legal rights.
- e) The client may only rely upon the Surveyors advice and report for 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 purposes he or she may only do so with written consent from the Surveyor.