

CONDITIONS OF ENGAGEMENT FOR THE MARSHALLS BUILDING SURVEY

- The Surveyor will undertake a visual, non-destructive, inspection of so much of the exterior and interior of the property as is accessible with safety and without undue difficulty. Accordingly, the report will cover all that part of the property, which is visible whilst standing at the various floor levels. The Surveyor will open trap doors where accessible and possible with safety and without undue difficulty. However he/she will be under no obligation to raise floorboards or to inspect those areas of the property that are covered, unexposed, or are not readily accessible with safety and without undue difficulty. Therefore, furniture, floor coverings, fixtures and fittings will not be moved.
- The inspection will include, subject to reasonable accessibility with safety and without undue difficulty, the roof space(s) without moving insulation material. Inspection of the roof space is confined to details of design and basic construction; individual timbers are not specifically examined although, where defects are observed as part of the general examination, such defects will be noted in the report. An electronic damp meter will be used in selected positions. It is not possible to report on the condition of flues or the presence of flue liners. The report will not advise upon whether or not any chimneys can be used.
- This service is broadly equivalent to RICS level three as described in the RICS guidance note: Surveys of Residential Property 3rd Edition.
- The outer surfaces of the roofs will be inspected if they can be readily seen from a 3 metre (10ft) ladder, set safely with its feet on the ground, or from any other accessible vantage point to which the Surveyor is entitled to gain access.
- Except where the contrary is stated, woodwork, foundations and other parts of the structure which are covered, unexposed or inaccessible, will not be inspected and the Surveyor will be unable to report that such parts of the property are free from rot, beetle or other defects. The report will not purport to express an opinion about or to advise upon the condition of uninspected parts and should not be taken as making any implied representation or statements about such parts.
- The Surveyor has no authority to cause damage to any part of the building in order to further his/her investigation. However, the Surveyor may recommend if he/she considers it advisable to open up and expose parts of the property for a more detailed inspection.
- Visual inspections will be made of the services. An assessment of the suitability, method of installation, condition, efficiency and capacity of any central heating system, boiler or other equipment can only be made by specialist testing. The safety, standard of workmanship, and state of repair of the gas and electrical installations are also outside the scope of this report.
- Detailed description of the design, materials and structure of the property will be ignored for the purpose of the Surveyors report unless they are pertinent to his/her comments. Comments on garages and other outbuildings are limited to significant defects only.
- The report is provided for the sole use of the named client and is confidential to the client and his/her professional advisers only. No responsibility is accepted to others. The Surveyor accepts responsibility to the client alone for the stated purposes that the report will be prepared with the skill, care and diligence reasonably to be expected of a competent Surveyor. No responsibility will be accepted to any person other than the client, and any such person relies upon the report at his/her own risk.
- The report has been prepared by a Chartered Surveyor ('the Employee') on behalf of Marshalls Surveyors Limited ('the Employer'). The statements and opinions expressed in this report are expressed on behalf of the Employer, who accepts full responsibility for these. Without prejudice and separately to the above, the Employee will have no personal liability in respect of any statements and opinions contained in this report, which shall at all times remain the sole responsibility of the Employer to the exclusion of the Employee. To the extent that any part of this notification is a restriction of liability within the meaning of the Unfair Contract Terms Act 1977 it does not apply to death or personal injury resulting from negligence.
- Clients are strongly advised to obtain competitive quotations from reputable contractors for any works recommended within the report, prior to exchange of contracts, in order that they are fully aware of their total financial commitment.
- The client will pay Marshalls Chartered Surveyors the agreed fee for the survey.
- Marshalls Chartered Surveyors never pay or receive referral fees.
- A copy of our complaints handling procedure is available upon request. Marshalls may be required to disclose the report to RICS Regulation to ensure that RICS professional standards are being maintained.
- Liability Cap: Our aggregate liability arising out of, or in connection with this instruction, whether arising from negligence, breach of contract, or any other cause whatsoever, shall in no event exceed the lesser amount of 100 times the net fee paid or £1,000,000. This clause shall not exclude or limit our liability for actual fraud, and shall not limit our liability for death or personal injury caused by our negligence.

In making the report, the following assumptions will be made:

1. That no high alumina cement concrete or calcium chloride additive or other deleterious material was used in the construction of the property. Neither will comment be made on any assumed health risk related to any structural or cavity fill material which may be covered and unapparent from the inspection or any ground released gasses or other contamination or noxious seepage.
2. That the property is not subject to any unusual or especially onerous restrictions, encumbrances or outgoing and that good title can be shown.
3. That the property and its value are 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, nor its use, nor its intended use, is or will be unlawful.
4. That the inspection of those parts which have not been inspected would neither reveal material defects nor cause the Surveyor to materially alter his opinion.