

## CONDITIONS OF ENGAGEMENT FOR INSURANCE REINSTATEMENT COST ASSESSMENTS

1. The purpose of the instruction is to assess the Reinstatement Cost of The Property at the date given in The Report and subject to the stated assumptions.
2. The Property to be assessed shall be as agreed with the Client.
3. Subject to paragraphs 5 and 6 below, the Valuer shall carry out such inspections and investigations as are, in the Valuer's professional judgment, appropriate and possible in the particular circumstances.
4. The Valuer shall rely upon information provided by the Client and/or Client's legal or other professional advisers relating to construction (if relevant) and other relevant matters. Reliance will also be made on information in the public domain as The Valuer sees fit.
5. The Valuer will have regard to the construction and design of The Property, but will not carry out a Market Valuation, Building Survey or other detailed inspection of the condition of The Property, nor test the services, nor inspect those parts of The Property that are covered, unexposed or inaccessible. The Valuer will make assumptions regarding such parts.
6. The Valuer will make the following basic assumptions, which he/she will be under no duty to verify:
  - (a) that no harmful or hazardous material including, but not limited to, asbestos based materials (other than those identified by the Valuer) have been used in the construction of The Property nor has since been incorporated, and that there is no contamination in or from the ground, and it is not land filled ground;
  - (b) that The Property is not subject to any unusual or especially onerous restrictions, encumbrances or outgoings;
  - (c) that The Property and its reinstatement cost are unaffected by any matters which would be revealed by a local search and replies to the usual enquiries, or by any statutory notice, and that neither The Property, nor its condition, nor its use, nor its intended use, is or will be unlawful;
  - (d) that inspection of those parts which have not been inspected would neither reveal material issues nor cause the Valuer to alter the reinstatement cost materially; and
  - (e) that no radon gas is present at The Property;
7. The assessment and report will be provided for the sole use of the named Client. It will be confidential to the Client and the Client's professional advisers. The Valuer accepts responsibility to the Client alone that the Report will be prepared with the skill, care and diligence reasonably to be expected of a competent Chartered Surveyor, but accepts no responsibility whatsoever to any parties other than the Client. Any such parties rely upon the Report at their own risk. Neither the whole nor any part of the Report nor any reference to it may be included in any published document, circular or statement nor published in any way without the Valuer's written approval of the form and context in which it may appear.
8. The Valuer confirms that there is no material conflict of interest or any current or previous material involvement with any related third parties. Marshalls Chartered Surveyors never pay or receive referral fees.
9. The Client will pay the Valuer the fee agreed/confirmed in writing by the Valuer and the amount of any Value Added Tax on the fee. In addition if similarly agreed/confirmed in writing the Client will reimburse the Valuer the cost of all reasonable out of pocket expenses which may be incurred and any VAT thereon.
10. The Valuer will have the knowledge, skills and understanding to undertake the assessment competently. Marshalls Chartered Surveyors are Regulated by RICS and The Valuers are Registered Valuers and Fellows or Professional Members of RICS.
11. A copy of our complaints 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.
12. 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.
13. 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.