

# Building Survey

## Terms & Conditions

1. This **Contract** is between Marjason & Associates Ltd, and the Client named on the front of the report. The report is provided for the sole use of the Client and is confidential to the Client and his professional advisers. Marjason & Associates accept responsibility to the Client alone for the skill, care and diligence reasonably to be expected of a competent surveyor, but accepts no responsibility other than the Client's professional advisers without our written permission having first been obtained. No liability will be accepted to third parties.
2. The **purpose of the inspection** and the verbal and written reports is to put the present condition and performance of the property into an overall perspective from which an appropriate guideline budget can be set for urgent repairs.
3. The report is **NOT a guarantee** that the property is free from defects other than those mentioned in the report, nor is it an insurance policy.
4. The report will **NOT include a market valuation** unless additional fees are agreed in writing beforehand.
5. The report will **NOT include a RCA - Reinstatement Cost Assessment** unless additional fees are agreed in writing beforehand.
6. A **Building Survey** is a visual inspection of the accessible parts of the property. Notes are taken during the inspection and these notes contain the original information to which the surveyor refers and upon which the surveyor relies when subsequently reporting to a client, either verbally or in writing. A written report supersedes any verbal report and should be considered fully before any legally binding decision is made in respect of any expenditure on the property.
7. The inspection and report will focus on the **condition of the principal elements** of the property. Fittings and finishes will be subject to general inspection only. Comparatively minor points will be excluded unless agreed in writing prior to inspection. Temporary outbuildings such as timber sheds, greenhouses, huts, etc. will **NOT** be inspected. The surveyor will comment in general terms regarding permanent outbuildings, fences, paths and grounds and leisure facilities. Specialist inspections of leisure installations are recommended.
8. There will be **practical limitations** on the scope of the inspection. To avoid damage to the property or the occupier's possessions, we cannot break out or open up the structure, lift fitted carpets, cut floorboards or move heavy or delicate furniture. We are also governed by access around, about and within the property. Ladders are carried for access to flat roofs and structures up to a height of three metres. We will inspect accessible and safe roof spaces and areas below floors, but will be unable to report that parts of the property that are covered, unexposed or otherwise inaccessible are free from defects.
9. If the property is **constructed with cavity walls**, it will not be possible within the scope of the survey to inspect the condition of the wall ties and therefore, no comments upon their construction or assurance as to their condition and life expectancy can be made. Any visible signs of failure of the wall ties will be mentioned in the report.
10. It will **NOT** be possible to indicate the **condition of flues** or the presence of the flue liners. No assumption will be made as to the practicality of using any chimneys, or as to the installation of wood burning or other stoves, gas fires or boilers.
11. **Rainwater goods** will be inspected from ground level but if it is not raining at the time of the inspection, the surveyor may not be able to report all leaks or defects.
12. The **building services** will **NOT** be tested but the surveyor **will** advise whether **specialist tests** are considered necessary. Surveyors are not qualified to test or confirm the adequacy or safety of services installations.
13. The surveyor will make a visual inspection of the **drainage inspection chambers** and connections where covers are intact and removable by one person.
14. **No investigation** will be made as to the use of High Alumina Cement Concrete, Calcium Chloride Additive, Asbestos or other deleterious matter in the construction of the property but advice will be given if it is suspected that such materials may be present.
15. **No enquiries** will be made of the Local Authority regarding Planning or other similar matters. The client should refer to their solicitor or legal adviser regarding the investigation of the title, tenure, covenants, rights of way, Building Regulations, onerous restrictions, encumbrances, outgoing and other related matters.

16. The report **will include a General Summary** that will précis our findings under the headings of "serious structural defects", "urgent repairs", "further investigation" and "conclusion". The comments in this general summary are derived from the report and must be read in conjunction with the report in its entirety.
17. A Building Survey **Summary Report** will be limited in that it will focus on "serious structural defects" and "urgent repairs" only.
18. A Building Survey **New Property Report** is offered only to clients that intend to purchase new or nearly new homes and where NHBC cover (or similar) is still available. This type of report is based upon a "full" report but in addition will include a "**Snagging List**".
19. "**Serious structural defects**" are defined as defects that, in the surveyor's opinion, threaten the stability and safety of the structure. Examples include subsidence; wall-tie failure; excessive bowing or fracturing of walls or chimneystacks; and extensive dry rot in structural timbers.
20. "**Urgent repairs**" are defined as defects that, in the surveyor's opinion, require attention within six months to prevent the defect from becoming a "serious structural defect". Examples include failing roof coverings; blocked, broken or inadequate gutters and downpipes; heavily eroded pointing; and active beetle infestation.
21. "**Further investigation**" is recommended where we suspect the presence of either a "serious structural defect" or "urgent repairs" but have been unable to confirm this or ascertain the extent of the problem. Examples include blocked or leaking drains; timber decay; questionable alterations to the structure.
22. "**Snagging List**" is a list of defects or incomplete construction, rectification of which in the surveyors opinion should be carried out by the builder and or developer prior to the completion of the intended sale/ purchase.
23. **A Guideline Budget** for urgent repairs is included in a report where appropriate, but it is based on information available to us at the time of the inspection. It is strongly recommended that all building works are subject to confirmation by further investigation/ specification and then contractors' competitive tenders for a better evaluation of costs prior to exchange of contracts to purchase the property. This is particularly relevant where cost of repairs and improvements are fundamental to your decision. If we make errors in the guideline budget, the measure of damages for any liability will be diminution of property value at the time of the report and not the difference between the cost of repairs reported and those incurred.
24. If the property is offered **leasehold**, then we assume that you will obtain advice from your solicitor in respect of your legal liabilities under the leasehold arrangements for the property and in particular in respect of the repairs. The scope of our inspection will relate to internal finishes of the leasehold property to be purchased and adjacent fabric within the immediate curtilage of the property. Other elements of the structure will be subject to a brief inspection from the exterior and/or common parts only.
25. **Fees** for Building Surveys should be submitted by cheque together with the signed Order Form.
26. We operate a **complaints procedure**, a copy of which is available on request.
27. This contract is governed by **English Law**.