

**CENTRAL ADMINISTRATION**  
Building 2, Riverside Court  
Bowling Hill  
Chipping Sodbury  
Bristol BS37 6JX  
Tel: 0333 666 7777  
Email: [info@alliedsurveyors.com](mailto:info@alliedsurveyors.com)



## Welcome to Allied Surveyors & Valuers Ltd

Thank you for your preliminary instructions for Allied Surveyors and Valuers to provide an Allied Level 2 Survey report. We are pleased to provide you details of our service.

Following due diligence as recommended by the RICS, we will confirm that we are able to accept the client's instruction. The terms will also come into force following formal acceptance of instructions by the Company. If, however, we are unable to proceed then Allied Surveyors and Valuers will refund the fee in full.

Allied Surveyors and Valuers is regulated by RICS for the provision of surveying services. This means we agree to uphold the RICS Rules of Conduct and all other applicable mandatory professional practice requirements of RICS, which can be found at [www.rics.org](http://www.rics.org). As an RICS Regulated firm we have committed to cooperating with RICS in ensuring compliance with its standards. Details of the firm's RICS nominated Responsible Principal can be obtained by emailing [datarequest@alliedsurveyors.com](mailto:datarequest@alliedsurveyors.com)

When reporting, we shall make reasonable assumptions, for example, we shall assume the property is freehold. If the property is leasehold, our valuation will be based upon an unexpired lease term of at least 85 years and on an assumption that the ground rent is nominal and non-reviewable. It also assumes that there are no event charges within the lease for such items as extensions to the property. We strongly recommend that you ascertain the unexpired term, ground rent, service charge and other relevant information at the earliest possible stage and bring this information to the attention of the Valuer. (Please see further information on [Leasehold Properties](#) provided by the Royal Institution of Chartered Surveyors (RICS)). If these assumptions are not applicable, please discuss your requirements with our Valuer before proceeding.

Our report will be dated as the date of the inspection and will comply with the current RICS Red Book specification. The inspection will be arranged as soon as possible after receipt of the fee (please see payment options at the end of this letter).

We can confirm that the Valuer undertaking this work will be experienced in the area where the property is located and has the appropriate expertise for this type of property. We will carry out a conflict check prior to any inspection taking place. If you have provided us with additional information or advised us to contact a third party for further information, it is implicit that we can safely rely on that information.

There is a requirement on RICS members and regulated firms to be transparent and open with their clients or potential clients by acknowledging whether they have offered or received a referral fee or other inducement prior and relating to taking the instruction. Accordingly, we can confirm that there may be certain limited circumstances where a payment may have or be made, either individually or part of a third-party commercial relationship.

If this not a purchase for your own occupation or for a member of your family, please contact our Central Administration team to discuss before making payment.



Allied Surveyors & Valuers Ltd  
Regulated by RICS

Registered office: Building 2, Riverside Court, Bowling Hill, Chipping Sodbury, Bristol, BS37 6JX  
Registered in England no: 6936426. A list of directors is available on request

[www.alliedsurveyors.com](http://www.alliedsurveyors.com)



We include below our **Description of Service** and **Standard Terms of Engagement** which we would ask you to read carefully as they, along with this letter, form the basis of our contract with you and it is vital that you understand the scope of the work being undertaken. We draw your attention in particular to Clause 3 which details what will be covered by the inspection and in the report, also to Clause 4 on Limitation of Liability.

For the avoidance of doubt the company's entire financial liability (including that of its employees etc, as set out in the terms and conditions) is hereby limited to the valuation for the property contained in the report, if requested, or £500,000 (five hundred thousand pounds), whichever is the lower and in as far as such limitation is lawful.

Details of how we manage personal data is covered in our [Privacy Policy](#) on our website or is available upon request.

Our Valuer will be pleased to discuss any queries with you, either before he/she inspects or after you have received the report.

When undertaking the service we shall make reasonable assumptions according to the type of valuation or survey being provided and these assumptions are also detailed in the associated Terms and Conditions.

In the absence of a report on title being provided to us in advance of the Inspection, we shall complete the valuation service subject to assumptions including benign lease terms and length of lease which must be verified by the conveyancer and referred back to us should any assumption be incorrect.

As we are a Regulated firm under the RICS rules, we are obliged to ensure such terms are in place before we undertake work on your behalf. This is to ensure our customers understand the scope of the report and the professional standards they can expect.

Thank you for choosing Allied Surveyors & Valuers Ltd, we look forward to a successful and growing relationship.

#### **Consumer Right to Cancel Regulations ('Cooling-off' period)**

- a) Consumers have the right to cancel a contract for services within 14 days of receiving the agreement, without giving any reason. Cancellation must be received in writing, or by email.
- b) This means that we shall not undertake the inspection of the property before the expiration of 14 days from the day after the date of this letter. **However, if you would like to avoid this delay then you must confirm this by ticking the relevant box on the web order, agreeing to waive that cooling off period.** This confirms that if you subsequently wish to terminate the contract, you will not be eligible for a refund of the fees and charges incurred by the Valuer, up to and including the date the cancellation is received. This does not affect any of your normal consumer rights.

**Please note the 'Right to Cancel' Regulations mean that we should delay undertaking the inspection by at least 14 days unless you elect otherwise. You may avoid this delay if you give us your confirmation that you waive your 'cooling off' period rights, by selecting the relevant box on the web order, and making full payment, the inspection will be arranged as quickly as possible.**

Our Valuer will be pleased to discuss any queries with you, both before he/she inspects and after you have received the report.

Yours sincerely,  
**Allied Surveyors & Valuers Ltd**

## Description of Service – The Allied Level 2 Survey Report

### WHAT IT COVERS

The Allied Level 2 Survey Report includes:

- an **inspection** of the property (see 'The inspection' below)
- a **report** based on the inspection (see 'The report' below)
- if requested, a **valuation** which is part of the report (see 'The Valuation').

The surveyor who provides The Allied Level 2 Survey Report aims to give you professional advice to help you to:

- make an informed decision on whether to go ahead with buying the property
- make an informed decision on what is a reasonable price to pay for the property (if requested)
- take account of any repairs or replacements the property needs; and
- consider what further advice you should take before committing to purchase the property.

This level of service is for clients who are seeking a professional opinion at an economic price. It is, therefore, less comprehensive than a level three service. The focus is on assessing the general condition of the main elements of a property. This intermediate level of service includes a more extensive visual inspection of the building, its services and grounds, but still without tests. Concealed areas normally opened or used by the occupiers are inspected if it is safe to do so (typical examples include roof spaces, basements and cellars). The report objectively describes the condition of the different elements and provides an assessment of the relative importance of the defects/problems. At this level, although it is concise, the report does include advice about repairs and any ongoing maintenance issues. Where the surveyor is unable to reach a conclusion with reasonable confidence, a recommendation for further investigations should be made. This level of service suits a broader range of conventionally built properties, although the age and type will depend on the knowledge and experience of the RICS member.

The Allied Level 2 survey report will comply with the standards as set out in the RICS Home Survey Standard.

This level of service is unlikely to suit:

- complex buildings, for example those that have been extensively extended and altered
- unique or older historic properties – although survey level two services may be appropriate for some older buildings, the decision will depend on the RICS member's proven competence and knowledge and the nature of the building itself. For example, a survey level two report on homes with traditional timber frames or those built much before 1850 is likely to be inconclusive and be of little use to the client or
- properties in neglected condition. In such cases, a survey level two service will often result in numerous referrals for further investigations, an outcome that many clients find disappointing. Where the client is planning to carry out extensive repair and refurbishment work in the future, the RICS member should give advice on suitable additional services

## **THE INSPECTION**

The surveyor inspects the inside and outside of the main building and all permanent outbuildings, but does not force or open up the fabric. This means that the surveyor does not take up carpets, floor coverings or floorboards, move furniture, remove the contents of cupboards, roof spaces, etc., remove secured panels and/or hatches or undo electrical fittings. The surveyor will however ask the occupant to move furniture, open hatches, empty cupboards etc. as necessary if any parts of the property which would normally be inspected are covered or can't be reached. If access is still not possible this will be mentioned in the report, but you should understand that the inspection may also be limited by any other health and safety problems which may arise on the day.

If necessary, the surveyor carries out parts of the inspection when standing at ground level from nearby public areas where accessible.

The surveyor may use equipment such as a damp-meter, binoculars and torch, and may use a ladder for flat roofs and for hatches no more than 3 metres above level ground (outside) or floor surfaces (inside) if it is safe to do so.

## **SERVICES TO THE PROPERTY (GAS, ELECTRICITY, WATER, HEATING, DRAINS ETC)**

Services are generally hidden within the construction of the property. This means that only the visible parts of the available services can be inspected, and the surveyor does not carry out specialist tests. The visual inspection cannot assess the efficiency or safety of electrical, gas or other energy sources; plumbing, heating or drainage installations (or whether they meet current regulations); or the inside condition of any chimney, boiler or other flue.

## **OUTSIDE THE PROPERTY**

The surveyor inspects the condition of boundary walls, fences, permanent outbuildings and areas in common (shared) use. To inspect these areas, the surveyor walks around the grounds and any neighbouring public property where access can be obtained. Any additional land beyond the extent of the property's domestic garden will not be inspected and reported upon.

Buildings with swimming pools and sports facilities are also treated as permanent outbuildings, but the surveyor does not report on the leisure facilities, such as the pool itself and its equipment, landscaping and other facilities (for example, tennis courts and temporary outbuildings).

## **FLATS**

When inspecting flats, the surveyor assesses the general condition of outside surfaces of the building, as well as its access areas over which the subject flat is approached (for example, shared hallways and staircases). The surveyor inspects roof spaces only if they are accessible from within the property. The surveyor does not inspect drains, lifts, fire alarms and security systems.

## **DANGEROUS MATERIALS, CONTAMINATION AND ENVIRONMENTAL ISSUES**

The surveyor does not make any enquiries about contamination or other environmental dangers.

However, if the surveyor suspects a problem, he or she should recommend a further investigation.

The surveyor may assume that no harmful or dangerous materials have been used in the construction and does not have a duty to justify making this assumption. However, if the inspection shows that these materials may have been used, the surveyor must report this and ask for further instructions.

The surveyor does not carry out an asbestos inspection and does not act as an asbestos inspector when inspecting properties that may fall within the Control of Asbestos Regulations 2012. With flats, the surveyor assumes that there is a 'dutyholder' (as defined in the regulations), and that in place are an asbestos register and an effective management plan which does not present a significant risk to health or need any immediate payment. The surveyor does not consult the dutyholder.

## THE REPORT

The surveyor produces a report of the inspection for you to use but cannot accept any liability if it is used by anyone else. If you decide not to act on the advice in the report, you do this at your own risk. The report focuses on matters that, in the surveyor's opinion, may affect the value of the property if they are not addressed.

The report is in a standard format and includes the following:

- Introduction to the report
- About the inspection
- Overall opinion and summary of the condition ratings
- About the property
- Outside the property
- Inside the property
- Services
- Grounds (including shared areas for flats)
- Issues for your legal advisers
- Risks
- Valuation, if requested
- Surveyor's declaration
- What to do now
- Typical house diagram

## CONDITION RATINGS

The surveyor gives condition ratings to the main parts of the main building, garage and any matters outside the property which are within the scope of the Inspection (as detailed above). The condition ratings are described as follows.

<b>Condition Rating 3</b>	Defects that are serious and/or need to be repaired, replaced or investigated urgently.
<b>Condition Rating 2</b>	Defects that need repairing or replacing but are not considered to be either serious or urgent. The property must be maintained in the normal way.
<b>Condition Rating 1</b>	No repair is currently needed. The property must be maintained in the normal way.
<b>Condition Rating NI</b>	Not inspected or not present at the property.

The surveyor notes in the report if it was not possible to check any parts of the property that the inspection would normally cover. If the surveyor is concerned about these parts, the report tells you about any further investigations that are considered necessarily prudent. If you choose not to act on such advice, no responsibility whatsoever is accepted for any/all adverse consequences.

The surveyor does not report on the cost of any work to put right defects or make recommendations on how these repairs should be carried out. However, some general advice in the 'What to do now' section may be provided at the end of the report.

## ENERGY

The surveyor has not prepared the Energy Performance Certificate (EPC) as part of The Allied Level 2 Survey. If the surveyor has seen the current EPC, he or she will present the energy-efficiency ratings in this report. The surveyor does not verify the ratings, but any obvious discrepancies between the EPC and what is observed at the property during the inspection will be mentioned in the report.

## **ISSUES FOR LEGAL ADVISERS**

The surveyor does not act as 'the legal adviser' and does not comment on any legal documents. If, during the inspection, the surveyor identifies issues that your legal advisers may need to investigate further, the surveyor may refer to these in the report (for example, check whether there is a warranty covering replacement windows).

The report has been prepared by a surveyor merely in his or her capacity as an employee or agent of Allied Surveyors & Valuers Ltd ('the Company') and the report is the product of the Company, not of the Surveyor. Accordingly, all of the statements and opinions contained in the report are expressed entirely on behalf of the Company, which accepts sole responsibility for them. For his or her part, the Surveyor assumes no personal financial responsibility or liability whatsoever in respect of the report and no inference to the contrary should be drawn.

Nothing in this report excludes or limits liability for death or personal injury (including disease and impairment of mental condition) resulting from negligence.

## **RISKS**

This section summarises defects and issues that are considered to present a risk to the building or grounds, or a safety risk to the average client. These may have been reported and condition rated against more than one part of the property or may be of a more general nature, having existed for some time and which cannot reasonably be changed.

This report is designed for an owner occupier rather than a buy to let purchase. Although it will identify some risks as specified in the Home Survey Standard, it does not purport to identify all possible risks contained within the Health and Safety Rating System. It is recommended that if you propose to let the property, that you obtain specialist advice from a suitably qualified Housing Health and Safety Rating practitioner.

If the property is leasehold, the surveyor gives you general advice and details of questions you should ask your legal advisers.

## **LIMITATIONS**

Your chosen "survey-level" standard is that which, having reviewed the available options, you consider the most suitable for your requirements. Neither the Company nor the surveyor accepts any responsibility for any matters affecting the property which the Report does not reveal but which might have been discovered had you chosen a more in-depth level.

If it is obvious to the surveyor upon arrival at the property that the level you have chosen is considered to be unsuitable, then he or she will advise you and seek your further instructions. If those are to nevertheless proceed, the surveyor will do so but on the basis outlined in the foregoing paragraph.

Whatever level is chosen, the Company does not accept any responsibility for any matters affecting the property which, whilst present at the time of the Inspection, could not reasonably be identified from the visual, non-intrusive, inspection of the property or relate to aspects which fall outside the scope of the Inspection.

There may, of course, be occasions where the surveyor has reason to suspect that hidden problems may exist. In that event, the Report will mention those suspicions and outline what further steps are considered prudent in order that you may investigate further. However, the Company accepts no responsibility to carry out such investigations or for any consequences resulting from your failure to retain a competent specialist to undertake the same.

## **ASSUMPTIONS**

When deciding on either the appropriate conditions ratings or, if requested, the market value, the surveyor will make a number of assumptions:

### **The materials, construction, services, fixtures and fittings, and so on**

The surveyor assumes that:

- an inspection of those parts that have not been inspected would not identify any significant defects as would justify a condition rating 2 or 3;
- no dangerous or damaging materials or building techniques have been used in the property construction or subsequent extension, alteration or refurbishment;
- there is no contamination in or from the ground, and the ground has not been used as landfill;
- any information provided to the Surveyor by you or any third party relevant to the property is accurate and can be relied upon without further verification;
- the property is connected to, and has the right to use, the mains services mentioned in the report, and;
- the valuation, if requested, does not take account of any furnishings, removable fittings and sales incentives of any description.

## **LEGAL MATTERS**

The surveyor assumes that:

- the property is sold with 'vacant possession' (your legal advisers can give you more information on this term);
- the condition of the property, or the purpose that the property is or will be used for, does not break any laws;
- no particularly troublesome or unusual restrictions apply to the property, nor is it affected by problems which would be revealed by the usual or appropriate legal enquiries;
- all necessary planning and Building Regulations permissions (including permission to make alterations) have been obtained, that all works which have been undertaken fully comply with those permissions, and that in the case of a newly built or converted property a valid and satisfactory 10 year warranty or professional consultants certificate exists;
- the property has the right to use the mains services on normal terms, and that the sewers, mains services and roads giving access to the property have been 'adopted' (that is, they are under local-authority, not private, control).

The surveyor will report any further or additional assumptions that have been made.

Further, if the surveyor considers that any of the above referred assumptions cannot reasonably be made, this will be mentioned in the Report in anticipation that you will ensure that further investigations are undertaken by your legal or other professional advisers.

If the property is leasehold, the general advice referred to earlier will describe what other assumptions the surveyor has made.

## **THE VALUATION (OPTIONAL)**

If requested and agreed, the surveyor gives an opinion on both the market value of the property and the reinstatement cost at the time of the inspection (see the 'Reinstatement cost' section).

## **MARKET VALUE**

'Market value' is the estimated amount for which an asset or liability [in this case the property] should exchange on the valuation date between a willing buyer and a willing seller in an arm's length transaction, after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion'



### **REINSTATEMENT COST (OPTIONAL)**

Reinstatement cost is the cost of rebuilding an average home of the type and style inspected to its existing standard using modern materials and techniques and in line with current Building Regulations and other legal requirements.

This includes the cost of rebuilding any garage, boundary or retaining walls and permanent outbuildings, and clearing the site. It also includes professional fees, but does not include VAT (except on fees).

The reinstatement cost helps you decide on the amount of buildings insurance cover you will need for the property but will, of course, need to be kept under review should either the property or the market be subject to change in the future.

### **MARKET RENT (OPTIONAL)**

If the property is being purchased as a buy-to-let and if requested and agreed, the surveyor gives an opinion on the market rent of the property. A rental value can be based on either a single occupancy let (category 1), shared occupancy (category 2) or a multiple occupancy (category 3) basis. The surveyor must be made aware of the relevant category prior to agreement.

Market rent will vary significantly according to the terms of the assumed lease contract. The surveyor will assume the property is let on a standard residential Assured Shorthold Tenancy (AST) of 12-month duration unless otherwise specified within the report.

Market rent will normally be used to indicate the amount for which a vacant property may be let, or for which a let property may re-let when the existing lease terminates.

Market Rent applies the same assumptions as those given for Market Value above.



## ALLIED SURVEYORS AND VALUERS STANDARD TERMS OF ENGAGEMENT

to be read in conjunction with the **Description of Service** set out above

The Client's attention is drawn particularly to the provisions of Clause 4.

### 1. DEFINITIONS:

**a) The Client** (or Customer)

The person/s to whom the Report is to be addressed.

**b) The Company**

The Company which is contractually responsible for the provision of the Valuation Report, is:

Allied Surveyors & Valuers Ltd

Registered Office and Administration Centre address:

Building 2, Riverside Court, Bowling Hill, Chipping Sodbury, Bristol BS37 6JX

Telephone: 0333 666 7777,

Email: [info@alliedsurveyors.com](mailto:info@alliedsurveyors.com)

Company No: 6936426

**c) The Service**

(The report as requested and described in the Description of Service)

**d) RICS**

The Royal Institution of Chartered Surveyors

**e) RICS Red Book** (Current Edition)

This publication sets out the professional standards as codified by the RICS under which each Report or, if requested, each Valuation is required to be undertaken. The Company will also conform to the latest version of these professional standards and the standards set out within the RICS Home Survey Standard.

**f) The Valuer/Surveyor**

The Valuer/Surveyor will be an appropriately qualified RICS member and, if a valuation is requested, they will be registered under the RICS Valuer Registration Scheme. The Valuer / Surveyor will be an employee of, a shareholder in or an employee or associate of the shareholder in the Company. The Valuer / Surveyor will have the skill, experience and local knowledge necessary to undertake the instruction, and will be adequately equipped to inspect the Property and to produce and sign the Report.

**g) Residential Property**

Residential property as defined by The Town and Country Planning (Use Classes) Order 1987 (as amended).

**h) The Report**

The Report will be made available to the Client in either hard copy or electronic format, depending on the Client's instructions.

**i) Valuation** (if requested)

Any valuation of the Property will be undertaken by the Valuer / Surveyor in accordance with the following provisions of these Terms and Conditions.

**j) Valuation Date**

The date upon which the Valuation applies which shall be the date of Inspection of the Property unless otherwise stated in the Report.

**k) Market Value (MV)** (as prescribed by the RICS):

‘The estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm’s length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion.’

**l) Market Rent (MR)** if required (as prescribed by the RICS):

‘The estimated amount for which an interest in real property should be leased on the valuation date between a willing lessor and a willing lessee on appropriate lease terms in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion.’

This is based on the assumption that the Property is let on a six month assured shorthold tenancy.

**m) Valuation Approach and Reasoning** (as prescribed by the RICS):

The market approach (as defined below) will be used.

‘The market approach provides an indication of value by comparing the subject asset (the Property) with identical or similar assets for which price information is available.’

This method compares similar property which has changed hands in the open market and makes appropriate adjustment to enable accurate comparison.

However, in the event that the Property is for investment purposes, the Valuer / Surveyor may also consider an income approach which takes account of the potential income stream on such property as Houses in Multiple Occupation (depending on the local market).

**n) Property**

Means the subject property specified above.

**o) Data Protection Legislation**

Means all applicable law relating to the processing, privacy and use of personal data including the Data Protection Act 2018 and (for so long as and to the extent that the law of the EU has legal effect in the UK) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable EU regulation relating to data protection and privacy.

The terms “controller”, “personal data”, “process” and “processing” shall have the meanings set out in the Data Protection Legislation.

**p) Inspection**

Means the physical inspection of the Property

**q) Contract**

Means these Terms and Conditions and the Client’s instructions.

**r) Currency**

Monetary amounts shall be reported in Pounds Sterling (GBP/£) unless otherwise agreed in writing.

**s) ‘In writing’**

With regard to terms being agreed in writing, this shall include exchanges of letters and memoranda, electronically traceable and recordable data, such as faxes and e-mails, but it shall exclude text messages on mobile phones.

## 2. PURPOSE OF THE REPORT

- a) The purpose for which the Service is provided is set out above in the description of Service.
- b) The Company shall provide to the Client a Report setting out the Valuer's / Surveyor's opinion of the Property. The Valuer / Surveyor responsible for the Report will be named on the Report, which is provided for your benefit alone and solely for the purpose of the instruction to which it relates. The Report may not, without the Company's written consent, be used or relied upon by any third party, even if that third party pays all or part of the Company's fees, or is permitted to see a copy of our Report.
- c) If the Company provides written consent to a third party relying on the Report, any such third party is deemed to have fully accepted the Allied Terms of Engagement. Neither the whole nor any part of the Report or any reference to it may be included in any published document, circular or statement nor published in any way without the Company's written approval of the form and context in which it may appear.
- d) It is confirmed that the Valuer / Surveyor, shall, to the reasonable knowledge of the Company, have no known interest in the Property or any other conflict that will prevent the Service from being undertaken in an objective and unbiased way. If the Valuer / Surveyor has had a previous involvement with the Property or the other parties to this transaction which impacts upon the Service, this will be disclosed to the Client before the Service is commenced. The Valuer / Surveyor chosen to undertake this work has reasonable knowledge of this area and the appropriate expertise for the Service required. If the Client has provided additional information or advised the Valuer / Surveyor to contact a third party for further information, it is implicit that the Company may safely rely on that information as being accurate without any further verification.
- e) Unless otherwise specifically agreed in writing, the value advised by the Valuer shall be in accordance with one or more of the following Valuation bases, as defined in the description of services:  
Market Value (MV)  
Market Rent (MR)
- f) If the Client requests an **Insurance Value** it will be on the following basis:

The reinstatement cost figure for the permanent buildings is provided for insurance purposes and is not directly related to the market value of the Property. Unless the Valuer / Surveyor has access to particular cost information relating to the Property or the locality, the reinstatement cost will be calculated by reference to the indices and guidance published by the Building Costs Information Service (BCIS). The figure stated will only include Value Added Tax on professional fees (not on building costs) and will not take into account other potential or consequential losses such as costs of alternative accommodation.

The reinstatement cost figure should be revised annually or when any significant alterations or extensions are undertaken.

Where the Property is a flat, the figure which will be given will be for the subject property only and it will be assumed that the Client's legal adviser will confirm what appropriate alternative arrangements will require to be made.

**NB:** an explanation of the definitions is available from the Company if requested.

### 3. INSPECTION AND REPORTING ASSUMPTIONS AND LIMITATIONS

- a) When undertaking the requested Service, we shall make reasonable assumptions. Any other assumptions that are made will be set out in the Report itself.
- b) the Property is not subject to any unusual or especially onerous restrictions, encumbrances or outgoings and that good title can be shown;
  - i. the Property and its value are unaffected by any matters which would be revealed by local or environmental searches, 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;
  - ii. the inspection of those parts which have not been included in the Inspection in accordance with these Terms and Conditions would neither reveal material defects nor cause the Valuer to alter the valuation materially;
  - iii. it is assumed that unless otherwise stated, roads, sewers and services outside the curtilage of the property are the responsibility of the Local Authority or other statutory body. It is further assumed, unless otherwise stated, that all services, roads etc, are available under normal terms;
  - iv. the Valuation is based on the assumption that the Property is being sold with vacant possession and, unless otherwise stated, for owner occupation;
  - v. that further investigation into Planning Permission, Building Regulation, hazardous materials, onerous restrictions etc, will not reveal anything sufficiently adverse as to materially affect the Valuation;
- c) In addition, unless advised to the contrary, we shall assume the Property is freehold. If we are informed that the Property is leasehold, then we shall assume that there is an unexpired lease term of at least 85 years and that the ground rent is nominal and non-reviewable. We will also assume that there are no event charges within the lease for such items as extensions, alterations or decorative changes to the Property. We strongly recommend that you ascertain the unexpired term, ground rent, service charge and other relevant information at the earliest possible stage and bring this information to the attention of the Valuer / Surveyor, but note that no due diligence has taken place in relation to the true legal effect of the lease – this is exclusively the responsibility of your legal advisers. Please see further information on [Leasehold Properties](#) provided by the Royal Institution of Chartered Surveyors (RICS).
- d) The Company and the Valuer / Surveyor is entitled to, and shall, rely upon any information provided to him/her by you or your legal or other professional advisers relating to tenure, tenancies and any other relevant matters. It is specifically acknowledged by you that the Company and the Valuer / Surveyor may so rely without further verification and that you are solely responsible for ensuring that all such information is accurate.
- e) Some of the assumptions contained in the Description of Service merit further explanation for the avoidance of all doubt:

Our report assumes that if the property falls within the scope of the Building Safety Act, that all the requisite information has been lodged with the relevant body. We also assume that the responsible person has undertaken a detailed fire risk appraisal of the external walls under PAS 9980 to confirm any risk arising from the form of construction used for the external wall, such as the presence of combustible materials used for cladding, external walls insulation or balconies. You should involve your legal advisor prior to making any financial commitment.

**f) External Wall Systems:**

Composite external panels which sandwich insulating material (including polyurethane / polystyrene types of material) between inner and outer plastic-coated/painted aluminium/steel sheeting (frequently referred to as MCM or ACM panels – metal or aluminium composite material panels) have been

extensively used in recent years in both the refurbishment of existing buildings and in the construction of new buildings.

Some panel cladding systems have been shown to increase fire and health risks due to the combustibility of the panels, the cyanide and other toxins which are carried in the thick black smoke when the panels burn, and by aiding the spread of fire due to the chimney effect caused by the gap between the panels and the main structure. These hazards also make fire-fighting more dangerous, increasing risk to life and damage to buildings. Consequently, insurance companies may decline to insure unless modifications are made and/or increase insurance premiums, all of which could impact on the value of the building.

Unfortunately, the type of insulant and fire checking of the panel system cannot be identified from a visual inspection. Thus, where the existence of such panels has been reported, it is crucial that you and your legal advisers should make further enquiries to satisfy yourself as to the type and suitability of the panel system as this is outside the scope of this Report. The Fire Safety Act (2021) also requires Freeholders (Responsible Person) to commission an FRAEW on all multi-storey/multi-occupied buildings. Prior to introduction of the Act, an EWS1 certificate might exist following a specialist assessment of the wall system but moving forward it is expected that the FRAEW will supersede EWS1 forms.

For residential buildings with any form of external wall system it is essential that the Fire Safety Certificate, from an assessor registered with a Fire Risk Assessment Competency Council approved body, includes confirmation of the satisfactory nature of the panel system as installed, which requires successful completion of a BS8414 test resulting in BR135 classification.

The Company and the Valuer / Surveyor will assume that an acceptable certificate exists when completing the Report and providing, if requested, a Valuation and it is incumbent upon you to ensure that this is the case. Neither the Company nor the Valuer / Surveyor will be under any obligation to ascertain whether any acceptable certificate exists.

Accordingly, the Report and any requested Valuation is subject to the assumption that an acceptable and valid certificate exists. Further, you accept that if that is not in fact the case it is unlikely that the property will be considered to provide acceptable security for any lending purposes.

Where we have relied on an EWS1 form (or FRAEW), we accept no liability towards yourself or any lender, or any person deriving title to the mortgage, for any losses or potential losses arising directly and solely from our valuation being provided in reliance upon the EWS1 (or FRAEW form).

**g) Asbestos and other hazardous materials:**

The construction of property, especially during the 20th Century and particularly the finishes used, may have contained hazardous materials; these are impossible to detect without specific tests and these are beyond the scope of the Service. There is a strong possibility that property built or modernised during this period may contain asbestos in one or more of its components or fittings. The use of asbestos has been extremely diverse, from acting as an insulant in boilers to being added to decorative finishes to improve the binding. It is frequently unexposed and as it was used as an additive to products such as cement-based guttering and insulation and roofing sheeting, its presence can only be confirmed by testing.

It is beyond the scope of the Service to test for asbestos. Should there be any particular concerns about these matters a specialist should be engaged to undertake appropriate tests. Asbestos becomes a particular health hazard when its fibres are released into the air. Therefore it should not be disturbed, sanded ready for decorating, drilled, cut etc and should only be removed by experts.

The Valuer / Surveyor does not carry out an asbestos inspection and does not act as an asbestos inspector when inspecting properties that may fall within the Control of Asbestos Regulations 2012. With flats or properties designated as House of Multiple Occupation, the Valuer / Surveyor assumes that there is a 'dutyholder' (as defined in the regulations), and that in place are an asbestos register and an effective management plan which does not present a significant risk to health or need any immediate payment. The Valuer / Surveyor does not consult the dutyholder.

Accordingly, the Report and any requested Valuation is subject to the assumption that the property is not affected by asbestos containing materials or, if that such is a possibility, that any such materials do not present any risk to health and all necessary statutory requirements have been fully complied with.

#### **h) Contamination**

It is assumed that the ground conditions are not affected by the existence of noxious substances, landfill or mineral extraction, or other forms of contamination; no high alumina cement concrete or calcium chloride additive or other potentially deleterious material was used in the construction of the Property or has since been incorporated; and that the Property is not susceptible to radon gas pollution. If you or your legal advisers have any concerns relative to these matters you are recommended to undertake further investigations.

For the avoidance of doubt, neither the Company nor the Valuer / Surveyor is under any obligation to verify any assumptions made, whether as set out above or specifically referenced as additional assumptions within the Report, and no responsibility is accepted for any matters affecting the property relative to these assumptions should any be subsequently found to have been unjustified.

#### **i) Boundaries, grounds and outbuildings relating to normal domestic gardens:**

- i. The Inspection will take into account such boundaries, grounds and permanent outbuildings, but will not include constructions or equipment with a specific leisure purpose including, without limit, swimming pools or tennis courts.
- ii. The Inspection will include the immediate gardens that belong to the property, but the Inspection specifically excludes any additional land (such as pasture or amenity land). The Client is recommended to seek separate advice in respect of this additional land to ascertain (among other things) the extent and condition of boundaries, the presence of any invasive species, quality of the land, possible land contamination, flood risk or any other liabilities in respect of river bank maintenance, culverts and ditches and any other specific concerns, to the Client's satisfaction.
- iii. For the avoidance of doubt, the Valuation will include the full extent of the Property's title, however for areas that have not been included within the Inspection, the Report and Valuation will assume that no material issues exist.

#### **j) Sustainability**

- i. If we have not been provided, or cannot obtain, an up to date EPC rating for this property our valuation will be based on the assumption that the subject property will meet the minimum requirements laid down by legislation and that there will be no adverse impact on value and marketability. It is advisable to obtain an expert's opinion to advise whether an EPC should be commissioned and if the building is likely to meet with the legislative requirements.
- ii. If the EPC certificate that has been provided indicates that the subject property will fall within the acceptable energy performance range for the purposes of the Energy Act 2011, the method of assessment may have changed since the EPC certificate was issued, It is advisable to obtain an expert's opinion on whether the building would still comply with the minimum standard if the building were re-certified under the current methodology.
- iii. If the EPC certificate that has been provided indicates that this property does not meet the minimum acceptable energy performance standard for the purposes of the Act, unless the property qualifies as exempt, capital expenditure may be required to upgrade the property to an acceptable EPC rating standard. Failure to do this may result in it being unlawful to rent the property, with an associated



impact on marketability and value. It is therefore advisable to obtain an expert's opinion on the status of the property. Our valuation will be based on the assumption that the property is not exempt and will reflect the fact that improvement will be required in order to bring the property up to the minimum acceptable energy performance standard.

#### **4. LIMITATION OF LIABILITY**

- a)** The Company shall under no circumstances whatsoever be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit or any indirect or consequential loss arising under or in connection with the Contract;
- b)** The Client hereby accepts that any claim for losses arising in connection with any matter under the Description of Service or Standard Terms of Engagement must be brought against the Company, irrespective of whether such claim is made in respect of alleged breach of contract, or breach of duty of care, or in respect of any alleged tortious act or omission.
- c)** Furthermore, the Company will cease to carry any liabilities for any alleged loss unless the Client has notified the Company in writing within six years of the date of the Report.
- d)** None of the Company's employees, partners, affiliates or consultants individually has a contract with the Client or owes the Client or the prospective purchaser or any other party a duty of care or personal responsibility. The Client therefore agrees not to bring any claim against any such individuals personally in connection with the Service provided. Whilst the Company's employees are protected by this clause under the Contracts (Rights of Third Parties) Act 1999, it is agreed between the Client and the Company that these Terms and Conditions (including this clause) may be varied by mutual consent at any time, without the need for the Company to seek leave or permission from its employees. To the extent that any part of this notification is a restriction of liability within the meaning of Section 1 of the Unfair Contract Terms Act 1977, it does not apply to death or personal injury resulting from negligence.

For the avoidance of doubt, where a Valuer / Surveyor refers to themselves in the first person within any advice provided, this is strictly within the context of their role as employee of the company and any liability rests solely with the company and not that individual personally.

- e)** The Company's entire financial liability (including that of its employees etc, as set out above) is detailed above in the covering letter.  
These Standard Terms of Engagement do not include any warranties, conditions and other terms except as stated herein and as required by law.
- f)** If a Valuation has been requested, this will be provided after diligent consideration and research but property values are subject to fluctuation and the valuation process is inexact and thus the Valuer's / Surveyor's opinion is subject to a degree of tolerance depending on the property and the availability of comparable evidence. Valuations are provided to assist the Client in making a prudent decision: they are not provided as some form of guarantee of value.
- g)** Where loss is suffered by the Client for which the Company and a third party or any other party are jointly responsible, any recoverable loss by the Client from the Company will be proportionate to the Company's relative contribution to the loss suffered and subject to the provisions of clause 4(e).
- h)** Where the Client is composed of more than one entity, then the Client's liability will be joint and several with such other entity or entities.
- i)** The Client acknowledges that the Company shall have no liability for any inaccuracies in the Service where this arises out of any information which is provided by the Client, their legal or other professional advisers, or any third party acting on the Client's instructions, which is itself inaccurate.



- j) The terms implied by Sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- k) This Clause 4 shall survive termination of the Contract.
- l) The Client's failure to follow the requirements set out in these Standard Terms of Engagement will invalidate the Service.
- m) Nothing in these conditions shall limit or exclude the Company's liability for:
  - i. Death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
  - ii. Fraud or fraudulent misrepresentation; or
  - iii. Breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982 (Title and Quiet Possession).

## 5. GENERAL TERMS

In the event of one of the Standard Terms and Conditions herein being held to be unenforceable, the remainder of the contract is not affected.

The Client shall pay the Company in respect of the said professional advice a fee to be agreed between the Client and the Company. Money paid in advance will be held in the Company's Clients' Account: Allied Surveyors Ltd – Client Account, HSBC Bank, 62 George White Street, Bristol. BS1 3BA. This account is non-interest bearing. In addition, the Client will reimburse the Company the cost of all reasonable out-of-pocket expenses which may be incurred and pay the amount of any Value Added Tax on the fee and expenses.

If the Client has agreed to accept reimbursement of the fee paid, or the Company's fee account has not been settled within three months of the date of the invoice, then it is agreed that the Client has placed no reliance on the report and thus the Client or any permitted assignees will not be entitled to pursue any action for alleged negligence, breach of contract or breach of duty. This does not limit the Company's entitlement to the agreed fee.

Any fees taken in advance of submission of the report do not constitute client money and therefore such a payment is not subject to the scheme rules.

If the Client has any dissatisfaction with the Service, the Company has a complaints procedure in accordance with the requirements of the RICS. A copy of this will be provided on request.

The Company is regulated by the RICS and it is advised that the RICS may, as part of its Regulatory function, check the report for compliance with the current version of the RICS Red Book and request a copy of our file which we are obliged to provide under our professional rules of conduct.

We will retain all files for a reasonable period of time which will in any event be not less than 6 years after completion of our service. These will be securely stored potentially for up to 15 years.

Failure to follow the requirements set down by these conditions will invalidate the Report and, if requested, the Valuation.

This contract for the provision of this Service is subject to English law. Any dispute in relation to this contract, or any aspect of the Valuation, shall be subject to the exclusive jurisdiction of the Courts of England and Wales, and shall be determined by the application of English law, regardless of who initiates proceedings in relation to the valuation.

Data Protection: the Company takes its responsibility under the General Data Protection Regulation very seriously. Our [Privacy Policy](#) details how we collect, use, maintain and disclose personal data.

Intellectual Property: All intellectual property rights arising out of the Service ('Deliverables') shall be owned by the Firm excluding the Customer Information. The Company grants the Client, or shall procure the direct grant to the Client of, a fully paid-up, worldwide, non-exclusive, royalty-free licence for the duration of the Service to use the Deliverables for the purpose of receiving and using the Service and the Deliverables in its business.