

CENTRAL ADMINISTRATION

Building 2, Riverside Court
Bowling Hill
Chipping Sodbury
Bristol
BS37 6JX
Tel: 0333 666 7777



Dear Customer

Re: Private Valuation

Thank you for instructing Allied Surveyors and Valuers to provide a Valuation Report on the above property and we are pleased to provide you with details of this service. For clarity, we should point out that this report is not a survey and thus if you require a report covering the condition of the property then a Homebuyer Report or Building Survey should be commissioned.

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.

We confirm that our fee inclusive of VAT in respect of this service will be:

£ (as per fee quoted online)

based on the purchase price / estimated value (as entered online)

Our valuation 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 valuation fee (please see payment options at the end of this letter).

We can confirm that the Valuer undertaking this work is experienced in the area where the property is located and has the appropriate expertise for this type of property. We have carried out a conflict check and can find no reason why we would be unable to undertake the report on your behalf. 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.

We enclose our Conditions 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. 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.

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 written confirmation that you waive your 'cooling off' period rights. On receipt of this, and full payment as detailed above, the inspection will be arranged as quickly as possible.



Allied Surveyors and 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



Please contact us if you have any queries but if not, we await return of your signed instructions to proceed (below) and will arrange the inspection upon their receipt.

Yours sincerely
For and on behalf of Allied Surveyors & Valuers Ltd

NOT APPLICABLE TO BUSINESS CLIENTS

Consumer Right to Cancel Regulations ('Cooling-off' period) (see also RICS Standard Terms of Engagement, Clause 5)

- 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. **If you would like to avoid this delay then you must confirm this by ticking the box on the order page, before confirming acceptance of the Terms and Conditions.** 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 Surveyor, up to and including the date the cancellation is received. This does not affect any of your normal consumer rights.

**TERMS AND CONDITIONS OF ENGAGEMENT FOR THE
VALUATION OF RESIDENTIAL PROPERTY**

APPLICABLE TO A PRIVATE CLIENT



Name of Client:

Address of the subject property:

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 Valuation Report is to be addressed.

b) **The Firm**

The Valuation Firm 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)

Company No: 6936426

c) **RICS**

The Royal Institution of Chartered Surveyors

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

This publication sets out the professional standards as codified by the RICS under which each Valuation or similar service and the Valuation Report are required to be undertaken. The Firm will conform to the latest version of these professional standards and unless stated otherwise, will also conform to the requirements of the Residential Mortgage Valuation Specification contained therein, where relevant.

e) **The Valuer (External Valuer)**

The Valuer selected by the Firm will be an appropriately qualified RICS member and registered under the RICS Valuer Registration Scheme. The Valuer will be an employee of the Firm or an owner of the firm or an employee or associate of an owner. The Valuer 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. Being external to and independent of the Client, the Valuer is also referred to as an 'External Valuer'.

f) **Residential Property**

A self-contained domestic dwelling as defined by The Town and Country Planning (Use Classes) Order 1987 (as amended) as Class C3, which may also include small HMOs within Class C4.

g) **The Valuation Report**

Pursuant to the Client's instructions, the report that is prepared by the Valuer on the Property as part of the Valuation Service, in which the Valuer will have regard to the apparent state of repair and condition of the Property but will be under no duty to carry out a structural survey of the Property nor to inspect woodwork or other parts of the structure which are covered, unexposed or inaccessible and will not undertake the testing of electrical, heating or other services. Furthermore the Valuer will be entitled to assume that an inspection of such areas would not reveal defects of sufficient magnitude to require him/her to make a material adjustment to the Valuation.

The format of the Valuation Report will follow a template that complies with the current edition of the RICS Red Book.

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

h) **Valuation**

The valuation of the Property to be undertaken by the Valuer in accordance with the provisions at clause 2(d) of these Terms and Conditions and forming part of the Valuation Service.

i) **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.

j) **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.'

k) **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.

l) **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 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).

m) **Property**

Means the subject property specified on Page 1.

n) **Data Protection Legislation**

Means all applicable law relating to the processing, privacy and use of personal data including Regulation (EU) 2016/679 (the 'General Data Protection Regulation' or the 'GDPR') and Data Protection Act 2018 (or, in the event that the UK leaves the European Union, all legislation enacted in the UK in respect of the protection of personal data) and the Privacy and Electronic Communications (EC Directive) Regulations 2003.

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

o) **Valuation Service**

Means the Valuation and the Valuation Report to be completed by the Valuer on the instructions of the Client and in accordance with these Terms and Conditions.

p) **Inspection**

Means the physical inspection of the Property by the Valuer to be undertaken as part of the Valuation Service that will form the basis of the Valuation and the Valuation Report.

No roof space inspections will take place until further notice, which is in accordance with RICS standards.

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 Valuation Service is required shall be to provide an opinion of the value of the Freehold/Leasehold interest in the Property, as specified by the Client and the Firm in respect of the subject property, the address of which is stated above.
- b) The Firm shall provide to the Client a report setting out the Valuer's opinion of the value of the relevant interest in the property. The Valuer responsible for the valuation will be named on the report. Our valuation is provided for your benefit alone and solely for the purpose of the instruction to which it relates. The valuation may not, without the Firm's written consent, be used or relied upon by any third

party, even if that third party pays all or part of the Firm's fees, or is permitted to see a copy of our valuation report. If the Firm provides written consent to a third party relying on the valuation, any such third party is deemed to have accepted the terms of our 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 Firm's written approval of the form and context in which it may appear.

- c) It is confirmed that the Valuer shall, to the reasonable knowledge of the Firm, have no known interest in the Property or any other conflict that will prevent the Valuation Service from being undertaken in an objective and unbiased way. If the Valuer has had a previous involvement with the property or the other parties to this transaction which impacts upon the Valuation Service, this will be disclosed to the Client before the Valuation Service is commenced. The Valuer chosen to undertake this work has reasonable knowledge of this area and the appropriate expertise for the Valuation Service required. If the Client has provided additional information or advised the Valuer to contact a third party for further information, it is implicit that the Firm may safely rely on that information.
- d) 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 above:

Market Value (MV)

Market Rent (MR)

- e) 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 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 Valuer's office if requested.

3. **Inspection and Reporting Assumptions and Limitations**

- a) When undertaking the Valuation Service, 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. We will also assume that there are no event charges within the lease for such items as extensions to the property. If these assumptions are incorrect then please discuss this with the Valuer at the time of instruction.

- b) The Valuer shall, unless otherwise expressly agreed, rely upon information provided to him/her by the Client or the Client's legal or other professional advisers relating to tenure, tenancies and other relevant matters (together 'Client Information'). It is specifically acknowledged that the Firm may safely rely on the Client Information. It is the responsibility of the Client to ensure this information is accurate and to promptly advise the Valuer if it is not.
- c) It is stressed that the Client has requested the Firm to provide a Valuation Report only. The Valuation Report must not be confused with the more thorough Homebuyer Report or a Building Survey.
- d) In the course of the Valuation Report, the Valuer will draw attention to communal aspects of flats and will comment upon shared driveways etc where these are relevant to the Property, but only to the extent where these may have an effect upon the Valuation.

e) **External Panels**

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 strongly recommended that purchasers and lenders should make further enquiries to satisfy themselves as to the type and suitability of the panel system as this is outside the scope of this Valuation. For residential buildings with this type of cladding it is essential that the Fire Risk Assessment, 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.

- f) **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 Valuation 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 Valuation 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.

- g) **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.
- h) In completing the Report, the following assumptions will be made by the Valuer in respect of the Property. If any of these assumptions are incorrect then these should be discussed with the Valuer before the Valuation Service is undertaken.
- i. the ground conditions are not affected by the existence of noxious substances, landfill or mineral extraction, or other forms of contamination;
 - ii. 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;
 - iii. the Property is not susceptible to radon gas pollution;
 - iv. the Property is not subject to any unusual or especially onerous restrictions, encumbrances or outgoings and that good title can be shown;
 - v. 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;
 - vi. 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;
 - vii. 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;
 - viii. the Valuation is based on the assumption that the Property is being sold with vacant possession and, unless otherwise stated, for owner occupation;
 - ix. 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;
 - x. any other assumptions will be clearly stated in the report, however, the Valuer shall be under no duty to verify these assumptions and the Client should ensure the assumptions are correct.

i) 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. Although the legislation is not expected to be reviewed again until 2020, 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 Firm 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 Terms of Engagement must be brought against the Firm, 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 Firm will cease to carry any liabilities for any alleged loss unless the Client has notified the Firm in writing within six years of the date of the Valuation.
- d) None of the Firm'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 Valuation Service provided. Whilst the Firm's employees are protected by this clause under the Contracts (Rights of Third Parties) Act 1999, it is agreed between the Client and the Firm that these Terms and Conditions (including this clause) may be varied by mutual consent at any time, without the need for the Firm 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.

- e) The Firm's entire financial liability (including that of its employees etc, as set out above) is hereby limited to the Value as stated in the Firm's Valuation Report for the Property or £1,000,000 (One Million Pounds), whichever is the lower and in as far as such limitation is lawful.
- f) These Terms of Engagement do not include any warranties, conditions and other terms except as stated herein and as required by law. The Valuation 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 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 Firm and a third party or any other party are jointly responsible, any recoverable loss by the Client from the Firm will be proportionate to the Firm'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 Firm shall have no liability for any inaccuracy in the Valuation Service where this is due to an inaccuracy in the Client Information.
- 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 Terms and Conditions will invalidate the Valuation Service.
- m) Nothing in these conditions shall limit or exclude the Firm'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**

- a) In the event of one of the Terms and Conditions herein being held to be unenforceable, the remainder of the contract is not affected.
- b) The Client shall pay the Firm in respect of the said professional advice a fee to be agreed between the Client and the Firm. Money paid in advance will be held in the Firm's Clients' Account: Allied Surveyors Diligence Ltd – Client Account, Barclays Bank, 1 North End, Croydon, Surrey, CR9 1SX. This account is non-interest bearing. In addition, the Client will reimburse the Firm 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.
- c) If the Client has agreed to accept reimbursement of the fee paid, or the Firm'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 Firm's entitlement to the agreed fee.

- d) If the Client has any dissatisfaction with the Valuation Service, the Firm has a complaints procedure in accordance with the requirements of the RICS. A copy of this will be provided on request.
- e) The Firm 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.
- f) Failure to follow the requirements set down by these conditions will invalidate the Report and the Valuation.
- g) This contract for the provision of this Valuation 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.
- h) **Data Protection:** the Firm takes its responsibility under the General Data Protection Regulation very seriously. Our [Privacy Policy](#) details how we collect, use, maintain and disclose personal data.
- i) **Intellectual Property:** All intellectual property rights arising out of the Valuation Service ('Deliverables') shall be owned by the Firm excluding the Customer Information. The Firm 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 Valuation Service to use the Deliverables for the purpose of receiving and using the Valuation Service and the Deliverables in its business.