

STANDARD TERMS & CONDITIONS OF ENGAGEMENT FOR; BUILDING SURVEY of COMMERCIAL PREMISES;

1. **Content of the Report** In accordance with these terms the Surveyor will use his or her best endeavours to report upon:
 - (a) the main areas of the Property including assessing the site/location, the design, structural framework, fabric and services;
 - (b) the grounds, boundaries and environmental aspects considered to affect the Property;
 - (c) any requirements for further investigation arising from the inspection.
2. **Assumptions** Unless otherwise expressly agreed the Surveyor while preparing the Report will reasonably assume that:
 - (a) the Building(s) (if for sale) is offered with vacant possession;
 - (b) the Building(s) is connected to mains services with appropriate rights on a basis that is known and acceptable to the Client; and
 - (c) access to the Building(s) is as of right upon terms known and acceptable to the Client.
3. **Scope of the Inspection**
 - (a) **Generally**
 - (i) The Surveyor will consider his or her advice carefully but is not required to advise on any matter the significance of which in relation to the Building(s) is not apparent at the time of inspection from the inspection itself.
 - (ii) The Surveyor will inspect diligently but is not required to undertake any action that would risk damage to the Building(s) or injury to himself, herself or any other party.
 - (iii) The Surveyor will not undertake any structural or other calculations.
 - (iv) The Surveyor will not produce a repair schedule, planned maintenance report, feasibility report or advise on design, procurement or project management unless expressly agreed with the Client.
 - (b) **Accessibility**
 - (i) The Surveyor will inspect as much of the internal and external surface area of the building as is practicable but will not inspect those areas which are covered, unexposed or not reasonably accessible from within the site, or adjacent public areas.
 - (ii) The Surveyor is not required to move any obstruction to inspection including, but not limited to, fixtures, fittings and floor coverings.
 - (iii) The Surveyor will not open up or cut into the building fabric without specific directions from the Client. Such intrusive investigations, if instructed by the Client, will be at the risk and liability of the Client and will be assumed to be with agreement between the Client and the building owner.
 - (c) **Floors** The Surveyor will lift accessible sample loose floorboards and trap doors, if any, which are not covered by heavy furniture, ply or hardboard, fitted carpets or other fixed floor coverings. The Surveyor will not attempt to cut or lift fixed floorboards or other floor fabric without the express permission of the owner.
 - (d) **Fixed Covers or Housings** The Surveyor will not attempt to remove securely fixed covers or housings without the express permission of the owner.
 - (e) **Roofs** The Surveyor will inspect the roof spaces if there is a safe working platform available to work from. Where no safe working platform or access is available, the roof spaces will not be inspected. Similarly, outer surfaces of the roof or adjacent areas will be inspected using binoculars, but will be excluded if they cannot be seen.
 - (f) **Boundaries, Grounds and Outbuildings** Where reasonable access is available the inspection will include boundaries, grounds and permanent outbuildings but will not include temporary buildings or structures.
 - (g) **Services** The Surveyor will carry out a visual inspection of the service installations where reasonably accessible. Drainage inspection covers will be lifted where they are reasonably accessible and it is safe and practicable to do so. No tests of the service installations will be carried out unless previously agreed, although general overall comments will be made where reasonably possible and practicable. The Surveyor will report if it is considered that tests are advisable. Specialist inspection of electrical installations or gas mains will not be undertaken.
 - (h) **Areas Not Inspected** The Surveyor will identify any areas which would normally be inspected but which he or she was unable to reasonably inspect.
 - (i) **Environmental and Other Issues**
 - (i) Particular noise, dust, flooding or contaminated land and disturbance affecting the Property will only be noted if it is reasonably significant at the time of the inspection or if specific investigation has been agreed between the Surveyor and the Client and confirmed in writing.
 - (ii) The Surveyor will report on any reasonably obvious health and safety hazards to the extent that they are apparent from elements of the Property considered as part of the inspection.
 - (iii) The Surveyor will not undertake a fire risk assessment or consider fire safety risks to the extent that they are apparent from elements of the property considered as part of the inspection.
4. **Hazardous Materials**
 - (a) Unless otherwise expressly stated in the Report, the Surveyor will assume that no deleterious or hazardous materials or techniques have been used in the construction of the Property. However, the Surveyor will advise in the Report if, in his or her view, there is a likelihood that deleterious material has been used in the construction and specific enquiries should then be made or tests carried out by a specialist.
 - (b) Subject to clause A3.3(b) the Surveyor, based upon a limited visual inspection, will note and advise upon the presence of lead water supply pipes and asbestos.
 - (c) The Surveyor will advise in the Report if, to the best of his or her knowledge, the Property is in an area where, based on information published by the National Radiological Protection Board, there is a risk of radon. In such cases the Surveyor may advise that tests should be carried out to establish the radon level.
 - (d) The Surveyor will endeavour to advise if there are transformer stations or overhead power lines which might give rise to an electromagnetic field, either over the subject Property or visible immediately adjacent to the Property. The Surveyor is not required to assess any possible effect on health or to report on any underground cables.
5. **Ground Conditions** The Surveyor will not be required to comment upon the possible existence of noxious substances, landfill or mineral extraction implications, or other forms of contamination, nor will the Surveyor advise on the adequacy of the substratum for any particular purpose unless geotechnical tests or specialist advice are commissioned by the Client.
6. **Consents, Approvals and Searches**
 - (a) The Surveyor will be entitled to assume that the Building or site is not subject to any unusual or onerous restrictions, obligations or covenants which apply to the Property or affect the reasonable enjoyment of the Property.
 - (b) The Surveyor will be entitled to assume that all planning, Building Regulations and other consents required in relation to the Property have been obtained. The Surveyor will not verify whether such consents have been obtained. Any enquiries should be made by the Client or the Client's legal advisers. Drawings and specifications will not be inspected by the Surveyor unless otherwise previously agreed.
 - (c) The Surveyor will be entitled to assume that the Property is unaffected by any matters which would be revealed by a Local Search and replies to the usual enquiries, or by a Statutory Notice, and that neither the Property, nor its condition, its use or its intended use, is or will be unlawful.
7. **Fees & Expenses** The Client will pay the Surveyor the agreed fee for the report plus any out of pocket expenses incurred, plus VAT at the prevailing rate.
8. **Restriction on Disclose** The report will be for the sole use of the named Client and is confidential to the Client, and their professional advisors. Any other persons rely on the report at their own risk. The whole or any part of the report may not be copied or reproduced or passed to any other third party without the Surveyor's prior written consent.
9. **Additional Notes**
 - (i) A building survey report does not automatically include advice on value, or a reinstatement cost assessment for insurance purposes. However The Surveyor will be prepared to provide such opinions if this is agreed at the time of taking instructions, with the additional requirements reflected in the agreed fee. (ii) Landles operates a complaints handling procedure as required by the RICS Rules of Conduct. Further details available upon request. (iii) Please see the LANDLES **Privacy Statement** which sets out how we deal with personal information that we may collect in carrying out our contractual instructions to you and other legal duties. This is available on-line or upon request from our offices.