

# Terms and Conditions for Pre-Purchase Structural Surveys

*To understand what is included and not included in your report it is essential and recommended that the following terms and conditions are read in full. By booking our services you are agreeing to these terms.*

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## 1. Report overview

The principal objective of the report is to inform you of significant structural defects within the property that may affect a buyer's decision, e.g., defects in roof structure, cracks in walls, ceilings and floors that may indicate problems with the foundations. 90 – 95% of the engineer's time is spent examining the main structural components of the property.

## 2. Scope - What the Service Includes

### 2a) General

- i) A Survey of the property, which may be a residential property (house, apartment, duplex, maisonette, etc.) or a commercial property (single unit, multi-unit). The survey is a visual, structural inspection of the property at a specific point in time.
- ii) A Report, which is based on a visual inspection only of the exposed and accessible main parts of the structure, e.g., walls, roof, etc. to determine the structural condition and general state of repair of the property.
- iii) A Site Visit. The pre-purchase visual survey includes one visit to the property. If for any reason a re-check or re-inspection is required, an additional fee will be quoted for and charged accordingly.

### 2b) Multi-Unit Surveys (including Apartment, Duplex, Maisonette)

- i) The residential apartment survey is an inspection of the individual apartment/duplex/maisonette unit.

ii) A general overview is included of the common areas of the apartment/duplex/maisonette block where there is safe accessible access at the time of inspection, e.g., roofs, underground parking spaces, fire precautions and means of escape.

iii) The client is advised to contact the management company and check for the existence of any known issues or defects to the apartment/duplex/maisonette block prior to entering any contract.

### **3. Limitations of Service**

#### **3a) General**

i) The pre-purchase structural survey is based on a visual inspection only of the exposed and accessible main parts of the structure, e.g., walls, roof, etc., to determine the structural condition and general state of repair of the property.

ii) The pre-purchase structural survey includes one visit to the property. If for any reason a re-check or re-inspection is required, an additional fee will be quoted for and charged accordingly.

iii) The report does not comment on minor non-structural or cosmetic issues that do not materially affect the value of the property and are of no structural importance, e.g., minor drying cracks in ceilings and walls, marginal structural workmanship such as some unevenness in floors, walls, and ceilings.

iv) We do not carry out any tests on structural materials used in the construction of the property. The engineer will assume that the materials used in the construction of the property were suitable for their intended use.

v) The report does not comment on building regulation compliance.

vi) The report does not comment on the property boundary.

vii) We do not provide a BER report as part of our survey. A BER (building energy rating) certificate is a legal requirement and must be provided by either the Estate Agent or vendor before the property is placed on the market.

viii) Planning searches, reviewing planning documentation, other files, maps, etc and/or making inquiries with statutory agencies or local Planning Authorities are not included in the pre-purchase survey.

ix) The survey excludes liability and responsibility for loss or damages to you or a third party for latent defects, concealed defects or deficiencies that may become apparent or occur during or after the survey has taken place. We are however happy to offer direction and advice should a defect or deficiency subsequently become evident. E.g., plumbing leaks not active or visible at the time of survey.

x) Photographs included are used purely to clarify an engineer's comments.

#### **3b) Damp / Leaks**

i) Our visual survey will report on active leaks that are visible at the time of inspection. It is quite common for windows, doors, walls, or roofs to have leaks that are only active and visible under certain weather conditions e.g., wind-driven rain, and these conditions may not be replicated at the time of the survey. The survey excludes liability for leaks that latently occur during weather conditions not replicated at the time of the survey.

ii) This survey report is not a detailed or comprehensive rising/damp survey. Dampness/rising damp may exist in the property which may not be detected by this general survey. For example, visual evidence of dampness could be hidden from view by furniture or by recent redecoration of ceilings and walls. Dampness can also be caused by seasonal factors that are not present at the time of inspection. To be 100% certain that no dampness exists in the property you should get a detailed and specialised damp survey before closing.

#### **3c) Property contents and occupancy**

i) Contents in a building restrict or deny visual and/or physical access to some areas, e.g., personal belongings in hot press, attic space packed with boxes, personal possessions in rooms etc., or stock / equipment in storage rooms, attic space packed with boxes, fixtures and fittings in rooms etc. The engineer will make their best assumptions where walls, carpets, heavy furniture, industrial equipment, etc., in place restrict access.

ii) No moving of furniture or personal belongings will be carried out during the inspection.

iii) No moving of furniture, stock, equipment etc., will be carried out during the inspection.

### **3d) Redecoration**

i) Recent redecoration can hide or disguise visual evidence of existing defects in a property. E.g., evidence of moisture issues (such as mould and water stains, or cracks in walls), can be painted or wallpapered over.

ii) Moisture issues and cracks covered up by redecoration normally take up to one year before they once again become evident.

iii) Should a defect or deficiency subsequently become apparent we are happy to offer direction and advice. E.g., cracks appearing in walls and ceilings, or seasonal dampness not active or visible at the time of survey.

### **3e) Accessibility, Voids, and Concealed Areas**

i) The inspection can take no account of works covered up, inaccessible or otherwise obscured from view e.g., furniture, fittings, clothing, personal belongings, etc., or office furniture, industrial equipment, stock etc.

ii) Where areas of the main structural components are unexposed, covered, or inaccessible, no definitive opinion can be given. For example, if there is no hatch access to roof spaces or areas under floors then the engineers' comments cannot be conclusive; opening-up would be required before a more accurate assessment can be made by the engineer. It must therefore be appreciated that defects such as woodworm or dry rot may be present without our knowledge.

iii) Access points will not be used if they are locked, nailed, glued, sealed, or screwed in place, damaged or unlikely to close properly after opening.

iv) Internal roof structures will be inspected where safe access exists via a loft hatch not more than 3 metres above the adjacent floor or ground. Where no reasonable safe access is available, the roof spaces will not be inspected.

v) Roof spaces that are limited in height, dangerous or unsafe to manoeuvre in, will not be inspected. It must therefore be appreciated that defects such as woodworm or dry rot may be present without our knowledge.

vi) Ladders will be used for inspections where it is safe to do so, up to a maximum of 3 metres in height. The engineer will not climb onto or walk on any roof surfaces. External roofs over 3 metres from ground level will be inspected using binoculars from ground level but will be excluded from the survey if they cannot be viewed by either means.

vii) The survey of the property is carried out from within the grounds of the property and from public areas adjacent to the property. We cannot trespass on to other people's private property to get better views

### **3f) Mechanical, Electrical and Heating Services - *plumbing, heating, drainage, septic tanks, wells, ventilation and air conditioning systems, electrics, or ICT***

i) Our survey is limited to a cursory view of services only. Based on this, the engineer will make comments on whether they were operating or not at the time of inspection (i.e., the primary heating system / boiler was firing up, there was a water supply to the property, there was electrical supply to the property). If issues with utilities / services are observed, they will be included in the structural survey report. However, this should not under any

circumstances be taken to mean that issues with the utilities / services are limited to the comments / photos included in the report.

ii) Our engineers are NOT qualified plumbers, heating technicians or electricians and do not carry out any tests or assess the efficiency or safety of these services.

iii) Before purchasing, renting, or leasing the property, it is essential and recommended that you commission a competent suitably qualified professional to service / perform tests and provide you with a report on the design, installation, current condition, efficiency, and the likelihood of potential failure/s of these systems.

iv) Mechanical, plumbing, electrical, heating services, specialist facilities and equipment are not included in the survey e.g., swimming pools, air conditioning units, geothermal systems, tennis courts, sprinkler systems, security alarms, solar panels, and any appliances.

### **3g) Deleterious and Hazardous Materials**

i) This survey report is not an inspection on the presence of any deleterious and hazardous materials within the property, neither will we undertake or commission inspections or laboratory tests to determine or confirm the presence, extent or precise nature of any deleterious and hazardous materials e.g., alkaline cement, lead, asbestos, and pyrite.

ii) No liability is accepted for future defects found in the property arising from the use of defective stone fill.

iii) If the engineer makes a comment in the report on deleterious and hazardous materials it is provided for limited information purposes only and should not, under any circumstances, be deemed conclusive.

iv) To determine the existence / non-existence or extent of any deleterious and hazardous materials within the property it is essential and recommended that you commission a relevant specialist to carry out tests and provide you with a report before closing.

### **3h) Tree / Vegetation Proximity and Invasive Plantations**

i) This survey report is not an inspection on the presence of invasive plantations, e.g., Japanese Knotweed, within the property.

ii) If the engineer makes a comment in the report on invasive plantations, tree, or vegetation proximity, it is provided for limited information purposes only and should not, under any circumstances, be deemed conclusive.

iii) To determine the existence / non-existence, impact or extent of any invasive plantations or tree or vegetation proximity within the property it is essential and recommended that you commission a relevant specialist to carry out tests and provide you with a report before closing.

### **3i) Land Contamination**

i) We do not make any investigations into the potential contamination of the site or of neighbouring land e.g., oil spillages, chemical leaks, dumped materials, etc.

ii) If the engineer makes a comment in the report on land contamination e.g., dumped waste, it is provided for limited information purposes only and should not, under any circumstances, be deemed conclusive.

iii) To determine the existence / non-existence, extent, or impact of any land contamination within the property or neighbouring land it is essential and recommended that you commission a relevant specialist to carry out tests and provide you with a report before closing.

## **4. Property Walk-Through**

i) It is advised, without exception, that before closing the sale and taking possession of the property, clients take a final pre-close walk through of the property and grounds with the estate agent.

ii) The walk-through should take place after the removal of the vendors' personal possessions.

iii) It is the client's responsibility to organise the property walk-through, to determine that no previously hidden or covered issues have been revealed, and that no subsequent water leaks, fire, smoke, or other damage have occurred since the survey was performed. Your legal adviser can provide advice on this action.

iv) Should any issues be discovered during the pre-close walk through, clients should take photographic evidence and forward this by email immediately to our office. If re-inspection is required, an additional fee will be quoted for and charged accordingly.

## 5. Price and Payment

i) Valid numbered quotations are provided in writing only and are valid for thirty days from the date of issue. The quotation is a net figure and is subject to VAT at the current rate.

ii) Payment can be made by credit card, debit card, and Electronic Funds Transfer (EFT). Credit or debit card payments are actioned on the day of the survey. Payment in full is required on the day of inspection.

## 6. Report Issue

i) Reports are issued by email to the email address advised by the client at the time of booking. The email will contain a link to a secure site, where the report can be viewed and downloaded.

ii) In the case of surveying a commercial property, all buildings and units surveyed will be reported on in one report only. For example, where a building has been converted into three separate apartments one report that includes details about the 3 units will be received.

iii) Photos included in the report are low to medium resolution. If you wish to copy any or all the photo's out of the report, right click over a photo and copy to a new location.

iv) Reports are provided in colour PDF format only.

v) Requests to provide a hard copy may incur an additional postage fee, and the report will be issued in black and white.

## 7. Report Guarantee

i) Property Health Check Ltd. guarantee to issue report(s) by email within 3 working days of completion of a pre-purchase structural survey inspection.

ii) How to Calculate the Guaranteed Turnaround Time

Day 0	Day of Inspection Inspection status complete
Day 1	Starts at 00.01 on first working day after the inspection is completed
Day 2	Second working day after inspection is completed
Day 3	Third working day after inspection is completed Report to be issued by 23.59 on the third working day

iii) PHC reserve the right to suspend the turnaround time guarantee in the event of unforeseen circumstances caused by events beyond our reasonable control, including, but not limited to any force majeure incident. In such circumstances, including those listed below,:-

- Unscheduled inspection interruption
- Major electricity outage
- IT system(s) outage (e.g., internet outage, cyber-attack)
- Acts of God
- Pandemic

we will use our best efforts to issue the report(s) as soon as possible after resumption of service affecting the company and its staff.

iii) Where a client believes that the guaranteed turnaround time has not been met, s/he must apply to PHC Customer Care, by email, within 10 days of the inspection date. The client must provide the original name on the inspection booking, property address, latest date of inspection notified by PHC and date of receipt of the report(s).

iv) Guarantee refund requests will be investigated, and a refund decision will be provided within 10 working days.

v) Where PHC finds that the guaranteed turnaround time has not been met, the fee for the survey, and reduced-rate Certificate of Identity, where relevant, will be refunded in full.

vi) Refunds will be made to the same payor and method as the original payment for the service only. (E.g., payment by visa - refund by visa)

vii) Refunds are processed by a 3<sup>rd</sup> party and may take up to 3 working weeks to process.

## **8. Liability, Confidentiality, and Ownership**

i) Liability is limited to a maximum amount equal to the fee paid for the survey.

ii) Ownership of the report passes to the client upon receipt by Property Health Check Limited of full payment.

iii) The report is issued to the person to whom it is addressed for theirs and their legal advisers use and is not intended or authorized to be used by a third party, without our prior written consent.

iv) If a third party chooses to use this inspection report, they do so without Property Health Check Limited's permission or authorisation, and they do so at their own risk. No communications will be entered into with any third party re the report, without the prior consent of the client.

## **9. Termination**

i) The Client may terminate an Agreement but must give a minimum of two working days' notice.

ii) If a cancellation or a postponement takes place within two working days of the inspection, then 25% of the quotation total fee will be charged.