

**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.**

## **Terms and Conditions**

### **For Structural Building Regulations Review Inspection – for new properties**

#### **Contents**

1. Structural Building Regulations Review overview
2. Limitations of report
3. Accessibility, voids, and concealed areas
4. Mechanical, electrical, and heating services - *plumbing, heating, drainage, septic tanks, wells, ventilation and a/c systems, electrics or information and communications technology*
5. Deleterious or hazardous materials, invasive plantations, and land contamination
6. Apartment / Duplex / Maisonette Surveys
7. Price and payment
8. Report issue
9. Report guarantee
10. Liability, confidentiality, and ownership
11. Termination

#### **1. Structural Building Regulations Review overview**

a) The principle objective of the Structural Building Regulations Review is to inform you of visible breaches in current building regulations, incomplete works, poorly constructed works, issues that affect the value of the property, direction on certificates/information that should be provided by the developer, advise and information on how to properly understand certificates and information provided by a developer.

b) The Structural Building Regulations Review will inform you when works are Substantially Compliant. This means that such construction of the relevant building or works, is in accordance with the Building Regulations, saving and excepting such deviations that would not in the opinion of the engineer warrant the issue of enforcement proceedings, as provided for in the Building Control Act. [Click here for further information and downloadable copies of the Technical Guidance Documents \(TGDs\).](#)

c) The Structural Building Regulations Review is based on a visual inspection of the exposed and accessible completed building works, at the time of the inspection to determine the structural condition and general finish of the property e.g. structural soundness of floors, walls, foundations, roof structure, stairs, drains, fire regulations, roof coverings.

d) Clients are recommended to attend the inspection. The engineer will inform and advise the client of non-compliance issues.

e) Once issued, it is the client's responsibility to forward the Structural Building Regulations Review to the builder for rectification well in advance of closing.

f) Re-checks can be performed if required but are not included in the Structural Building Regulations Review fee. (*Section 2 refers*).

#### **2. Limitations of the report**

a) The Structural Building Regulations Review report does not include or comment on minor non-structural or cosmetic issues that are of no significant structural importance. For example, shrinkage of materials due to natural drying out of new building, paint runs, scratched work surfaces, nail pops, shade variations in tiles, veneers, paints etc

b) The Structural Building Regulations Review includes one visit to the property. If **for any reason** a re-check or re-inspection is required, an additional fee of 2/3rds of the original survey will be charged.

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

d) We do not carry out tests or report on any services (*except for a cursory view of services - section 9 refers*). We do not carry out an inspection for the presence of deleterious and hazardous materials, invasive plantations, or land contamination e.g. asbestos, lead, pyrite, alkaline cement, Japanese knotweed, oil spillage etc. (*Sections 10, 11 and 12 refer*). If the engineer makes a comment in the report in relation to any of these items, it is provided for limited information only and should not be deemed conclusive. (*Sections 9 – 12 refer*).

e) Taking measurements of the property or site is not included in the Structural Building Regulations Review service. (*Section 4 refers*)

f) We 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 inspection. Liability for leaks that latently occur during weather conditions not replicated at the time of the inspection is excluded from this service.

g) It must be appreciated that during a visual inspection defects may be present that cannot be identified conclusively or otherwise. The inspection 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.

h) We do not provide a BER report as part of our Structural Building Regulations Review. 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.

### **3. Accessibility, Voids, and Concealed Areas**

a) Where areas of the main structural components are unexposed, or inaccessible, no definitive opinion can be given. For example, if there is no hatch access to roof spaces then the engineers' comments cannot be conclusive; opening up would be required before a more accurate assessment could be made by the engineer. Access points will not be used if they are locked, nailed, glued, sealed, or screwed in place.

b) 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.

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

d) 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 inspection if they cannot be viewed by either means.

e) The inspection 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

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

a) Our surveyors / engineers are NOT qualified plumbers, heating technicians or electricians and do not carry out any tests on these services. However, following a cursory view of the heating, electrical and plumbing utilities, the engineer will make comments whether they were operating or not at the time of inspection. These comments are for limited information purposes only, and should not under any circumstances, be deemed conclusive.

b) Our inspection is limited to a cursory view of services only. Before purchasing the property, it is recommended that you obtain any relevant certification provided by a qualified plumber, mechanical or electrical engineer on the design and installation of these systems from your developer.

c) 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.

### **5. Deleterious or Hazardous Materials, Invasive Plantations, and Land Contamination**

a) If you wish to confirm without doubt the non-existence of any deleterious or hazardous materials, invasive plantations or land contamination within the property or its surrounds, it is essential and recommended that you commission a relevant specialist to carry out tests and provide you with a report before closing.

### **6. Apartment, Duplex, and Maisonette Surveys**

a) The apartment survey is an inspection of the individual apartment/duplex/maisonette unit.

b) 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.

### **7. Price and Payment**

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

b) Payment can be made by credit card, debit card, and Electronic Funds Transfer (EFT). Payment is taken at the time of booking.

### **8. Report Issue**

a) Reports are issued to you by email in colour PDF format only. The email will contain a link to a secure site, where the report can be viewed and downloaded.

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

## 9. Report Guarantee

i) Property Health Check Ltd. (PHC) guarantee to issue report(s) by email within 3 working days of completion of a structural building regulations review inspection.

ii) How to Calculate the Guaranteed Turnaround Time

|       |  |
|-------|--|
| Day 0 | Day of Inspection<br><br>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<br><br>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.

iv) 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).

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

vi) Where PHC finds that the guaranteed turnaround time has not been met, the fee for the inspection will be refunded in full.

vii) 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)

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

## 10. Liability, Confidentiality, and Ownership

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

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

## 11. Termination

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

b) 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.

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