

Fern Building Surveyors Limited
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General Terms and Conditions

Fern Building Surveyors Ltd are Registered in England & Wales No.15862345

GENERAL CONDITIONS OF ENGAGEMENT

1. General

1.1 These Terms and Conditions, together with the Letter of Engagement and any agreed quotation, form the contract between Fern Building Surveyors Ltd (“we”, “us” or “our”) and the Client (“you” or “your”). By accepting our quotation, signing the Letter of Engagement or making payment for our services, you confirm that you have had the opportunity to read and understand these Terms and Conditions and agree to be bound by them.

1.2 Unless we expressly agree otherwise in writing, these Terms and Conditions apply to the services we provide to you. Any agreed changes must be confirmed in writing.

1.3 Your contract is with Fern Building Surveyors Ltd and not with any individual employee, director or consultant. Any claim relating to our services or your report should therefore be made against Fern Building Surveyors Ltd and not against an individual member of our team.

1.4 If we are responsible for loss caused by a breach of our contract with you or by our negligence, our responsibility will be limited to the part of the loss that is reasonably attributable to us, taking into account any contribution to the loss made by other parties or circumstances outside our control. Nothing in these Terms limits or excludes any liability which cannot legally be limited or excluded.

1.5 Unless we expressly agree otherwise, we may rely on information provided to us by you, your legal or other professional advisers, or the vendor/lessor where appropriate. We are not responsible for independently verifying information which falls outside the scope of the survey service.

1.6 We will process your personal information in accordance with applicable data protection laws and our Privacy Policy. The information we may need to collect includes your name, contact details, current address and information relating to the property you have instructed us to survey.

1.7 For health, safety and insurance reasons, clients and other applicants are not permitted to accompany the Surveyor during the inspection unless we have agreed this with you in advance.

1.9 Our service does not include an asbestos survey or specialist asbestos inspection. We will not undertake testing or specialist assessment for asbestos.

1.10 Our inspection will be carried out in accordance with applicable RICS requirements and guidance, where safe and reasonably practicable. We will not move furniture, ornaments or personal belongings unless this has been specifically agreed in advance.

2. Fees and Expenses

2.1 The fee for your survey is the amount stated in your Letter of Engagement or agreed quotation. Unless stated otherwise, our fees include VAT. Any additional expenses or disbursements will only be charged where they have been agreed with you in advance.

2.2 Full payment of the agreed survey fee must be received before the inspection takes place. We will not attend the property to carry out the inspection until payment has been received in full. Once full payment has been received, the survey appointment is confirmed and reserved for you.

2.3 Any fees paid to us in advance are payment for our surveying services and are not held as client money. They are therefore not subject to the RICS Client Money Protection Scheme.

3. Assumptions and limitations

3.1 A survey is primarily a visual inspection of the property. We can only inspect areas that are visible, accessible and reasonably safe to inspect. We do not carry out specialist testing, investigations or searches unless these have been specifically agreed with you in writing.

3.2 Unless the Report states otherwise, we will assume that no deleterious, hazardous or unusual construction materials or techniques have been used in the property. If, during our inspection, we identify something that may indicate the use of such materials or techniques, we will advise you where appropriate that further investigation or specialist testing may be required.

3.3 Where visible and reasonably identifiable, we may note lead water supply pipes or suspected asbestos and provide general advice. We do not carry out specialist asbestos testing or an asbestos survey.

3.4 We may identify visible transformer stations or overhead power lines where relevant. We cannot assess their potential effect on health and cannot inspect or report on underground cables.

3.5 Where parts of the property cannot be inspected because they are inaccessible, covered, concealed or otherwise not reasonably accessible or safe to inspect, we will identify the relevant limitation in the Report where appropriate. We may recommend further investigation where we consider this necessary.

3.6 You should ensure that reasonable access is available to all areas you wish us to inspect before the appointment. We cannot be responsible for areas that cannot reasonably be inspected because access is restricted, obstructed or unavailable.

3.7 Our survey does not include specialist testing or investigation of concealed elements, materials or construction unless specifically agreed with you in writing. Where we consider specialist investigation advisable, this will be identified in the Report.

4. Contamination

4.1 We do not carry out specialist testing or investigations for contamination and therefore cannot confirm whether contamination is present at the property.

4.2 If, during the inspection or based on relevant local knowledge, we identify circumstances that may indicate a risk of contamination, we will advise you that further investigation by an appropriately qualified specialist may be required.

4.3 Any recommendation for specialist investigation does not mean that contamination is present. It means that the matter is outside the scope of our survey and requires specialist assessment to establish whether a risk exists.

5. Consents, Approvals and Searches

5.1 Our survey is not a legal, planning or property search. Unless specifically agreed in writing, we do not carry out searches or verify legal documents, planning records, Building Regulations approvals, title documents, covenants, restrictions, notices or other matters that would normally be dealt with by your solicitor or another appropriately qualified professional.

5.2 Unless we have been specifically instructed and agreed in writing to investigate these matters, we will not verify whether alterations, extensions or other works to the property have the necessary planning permission, Building Regulations approval or other statutory consent. You should ask your solicitor or other appropriate professional to make these checks.

5.3 We will assume that the property is not subject to unusual or onerous restrictions, covenants or other legal matters affecting its use or enjoyment, unless information available to us or our inspection indicates otherwise.

5.4 We will not verify the results of local searches, enquiries of the vendor or other legal searches. You should rely on your solicitor or other legal adviser for advice on these matters.

5.5 We will assume that the property is being sold with vacant possession unless we are informed otherwise. "Vacant possession" is a legal matter and your solicitor can advise you what this means for your purchase.

5.6 For leasehold properties, we will not independently verify the terms of the lease, ground rent, service charges, repairing obligations or other leasehold liabilities unless this has been specifically agreed as part of our instruction. These matters should be checked by your solicitor.

5.7 Where our inspection or information provided to us identifies a matter that may require further legal, planning or specialist investigation, we will highlight this in our Report where appropriate. This does not constitute legal, planning or specialist advice.

6. Complaints Procedure

6.1 We aim to provide a professional and high-quality service. If you are unhappy with any aspect of our service, please contact us as soon as possible so that we have the opportunity to understand and resolve your concerns.

6.2 If your concern cannot be resolved informally, you may make a formal complaint in writing to your Surveyor or to admin@fernbuildingsurveyors.com. We will deal with your complaint in accordance with our Complaints Handling Procedure.

6.3 Our Complaints Handling Procedure sets out the stages and timescales for dealing with your complaint, including our internal review process and, where a complaint remains unresolved, referral to an independent RICS-approved redress provider.

6.4 A copy of our current Complaints Handling Procedure is available to you and can be provided on request.

6.5 Making a complaint does not affect any statutory rights you may have.

7. Cancellation, Rescheduling and Changes to Your Appointment

7.1 If you are a consumer and this contract is entered into at a distance, for example by email, telephone or online, you may have a statutory 14-day right to cancel. Nothing in these Terms and Conditions removes or limits any statutory rights you have.

7.2 Requesting the service during the 14-day cancellation period - If you ask us to arrange or begin providing the survey service before the end of the 14-day cancellation period, you are expressly requesting that we begin the service before that period has ended. Where you subsequently exercise your statutory cancellation right during this period, you may be required to pay a proportionate amount for the service provided up to the point of cancellation, where permitted by law. If you request that the service is fully performed during the cancellation period, we will also obtain any acknowledgement required by law regarding the effect of full performance on your cancellation right.

7.3 Cancelling a confirmed appointment - Once full payment has been received, your inspection appointment is confirmed and a specific appointment is reserved for you. If you need to cancel, you must notify us in writing as soon as possible.

7.4 If you cancel more than five Working Days before your confirmed inspection date, we will refund the amount paid less a **£99 cancellation charge**. The £99 charge reflects the work and administration reasonably undertaken in setting up your booking and processing the cancellation, together with the consequences of releasing a reserved appointment. It is intended to represent a reasonable contribution towards the loss arising from the cancellation and is not intended to be a penalty.

7.5 If you cancel within five Working Days of your confirmed inspection date, the amount retained will reflect the greater loss and reduced opportunity to reallocate the Surveyor's reserved appointment at short notice.

This may include work already undertaken for your booking, liaison with estate agents and vendors, property research and inspection preparation, the Surveyor's reserved time and any reasonable loss arising where the appointment cannot be reallocated.

Where the appointment cannot reasonably be replaced, the amount retained may be greater than the £99 charge applicable to cancellations made with more than five Working Days' notice. Any amount retained will remain subject to your statutory rights and the requirement that our charges are fair and proportionate.

7.6 Where reasonably practicable, we will take steps to reduce any loss caused by a cancellation. This may include attempting to reallocate the cancelled appointment to another client. If we successfully reallocate the appointment, we will take this into account when considering any amount retained or any refund due. Any additional refund offered in these circumstances will be at our discretion and does not change the cancellation terms that applied to the original booking.

7.7 If you are unable to proceed with the original property but wish to use your payment towards another property, you may request to transfer or reschedule your booking by providing **at least five Working Days' notice** before the booked inspection date.

Any transfer or rescheduling is subject to our agreement and availability. The new inspection must take place within **28 days of the original booked inspection date**.

A **£50 administration fee** will apply to a transferred or rescheduled booking. This is a contribution towards the administration and time involved in amending the existing booking and arranging the replacement appointment.

Where the new property has a different advertised market value, a new quotation will be provided and any difference in price will be payable. Rescheduled or transferred bookings are not guaranteed to remain at the original quoted price.

7.8 If we are required to return to the property because the original inspection could not reasonably be completed for a reason outside our control, an additional **£150 + VAT fee** will apply.

This may include circumstances where access was unavailable or restricted, the property was not reasonably accessible for inspection, or a further visit is requested after the original inspection. We will advise you of the applicable charge before arranging the further visit where reasonably practicable.

7.9 Working Days - For these Terms and Conditions, Working Days are **Tuesday to Friday**, being our normal working days. Saturdays, Sundays, Mondays and public or bank holidays are not Working Days.

7.10 All cancellations must be made in writing. Our normal office hours are **9:00am to 4:30pm, Tuesday to Friday**. For contractual cancellation charges, a cancellation received outside these hours will ordinarily be treated as received when our office next opens.

8. Restriction on Disclosure and Use of Reports

8.1 Your survey report is prepared specifically for you and for the purpose stated in your Letter of Engagement. It is intended for your personal use in connection with the property concerned.

8.2 You may provide the report to your legal adviser, mortgage lender or other professional adviser where this is reasonably required in connection with your purchase or ownership of the property.

8.3 You must not rely on the report for any other property, transaction or purpose, or allow another person to rely on it, without our prior written agreement.

8.4 You must not reproduce, publish, distribute or commercially use the report, in whole or in part, without our prior written consent, except where disclosure is reasonably required to your professional advisers or is required by law.

8.5 Our contractual responsibility for the report is owed to the Client named in the Letter of Engagement. We do not accept responsibility to any other person who receives or relies upon the report unless we have expressly agreed otherwise in writing.

9. Third-Party Rights

9.1 The contract for our surveying services is between Fern Building Surveyors Ltd and the Client named in the Letter of Engagement.

9.2 No person other than the Client may enforce any term of this contract or claim any rights under the Contracts (Rights of Third Parties) Act 1999, unless we have expressly agreed otherwise in writing.

9.3 Sharing the report with another person, including a solicitor, lender, estate agent or other professional adviser, does not by itself give that person any contractual rights against Fern Building Surveyors Ltd or make them a client of ours.

10. The Surveyor

10.1 Your inspection will be carried out by a suitably qualified Surveyor of Fern Building Surveyors Ltd.

10.2 The Surveyor will inspect the property in accordance with the type of survey you have instructed us to provide and will prepare a written Report based on the inspection.

10.3 The Report will provide the Surveyor's professional opinion on the visible condition and state of repair of the property, subject to the limitations and exclusions set out in these Terms and Conditions and the relevant survey description.

10.4 The Surveyor's assessment is based on what can reasonably be seen and inspected at the time of the appointment. The Report should therefore not be interpreted as confirming that the property is free from defects or that concealed or inaccessible areas are free from defects.

11. The Inspection

11.1 Accessibility and concealed areas

We will inspect as much of the property as is reasonably practicable, subject to the limitations of the survey and the areas being visible, accessible and safe to inspect. We will not force entry, dismantle or damage any part of the property to gain access.

11.2 Floors

Where reasonably accessible, the Surveyor may lift loose floorboards and access panels or trap doors. We will not lift or remove fixed floor coverings, carpets, hardboard, plywood or other fixed coverings.

11.3 Roofs and roof spaces

Where reasonably accessible and safe to do so, the Surveyor will inspect the roof space internally. We carry a suitable ladder for accessing lofts and roof spaces where required and where it is safe to do so.

The external roof covering will normally be inspected using a drone at no additional charge, where appropriate and subject to suitable weather conditions and safe operation. The drone inspection provides additional visual information about areas of the roof that cannot reasonably be inspected from ground level.

Where weather conditions or other circumstances prevent the drone inspection from being safely carried out at the time of the original inspection, we will, where reasonably practicable, arrange a further visit to complete the drone inspection at no additional charge and within three Working Days of the original inspection, subject to suitable weather conditions and safe operation.

If a drone inspection cannot reasonably be completed within that period, we will identify the limitation in the Report and advise where appropriate.

11.4 Boundaries, grounds and outbuildings

Where reasonably accessible, we will inspect the grounds, boundary walls, fences and permanent outbuildings. We do not report on landscaping, temporary structures or leisure facilities such as swimming pools and tennis courts unless specifically agreed as part of the instruction.

11.5 Services

We will carry out a visual inspection of accessible service installations only. We do not carry out specialist tests or assess the performance, efficiency or compliance of electrical, gas, plumbing, heating or drainage installations.

Where appropriate, we may recommend that you arrange specialist testing or further investigation.

11.6 Areas not inspected

If an area that would normally form part of the inspection cannot be inspected because it is inaccessible, concealed, obstructed or unsafe, we will identify the relevant limitation in the Report where appropriate.

Where we consider that the inability to inspect an area could be significant, we may recommend further investigation. **You should not assume that an area which could not be inspected is free from defects.**

12. Services

12.1 We will carry out a visual inspection of accessible service installations, including electrical, gas, plumbing, heating and drainage systems, where these can reasonably be seen and inspected.

12.2 Our inspection of services is visual only. We do not carry out specialist testing, dismantling, commissioning or performance testing of service installations, and we cannot confirm that they are safe, compliant, efficient or in full working order.

12.3 Where appropriate, we may recommend that you arrange further investigation, testing or inspection by a suitably qualified specialist. Any such recommendation is made because the matter falls outside the scope of our survey and does not, by itself, mean that a defect or failure has been confirmed.

12.4 Where service installations or components are concealed, inaccessible or otherwise cannot reasonably be inspected, we will identify any relevant limitation in the Report where appropriate.

12.5 You should ensure that reasonable access is available to service installations that you wish us to inspect before the appointment.

13. Restrictions on Use of the Report

13.1 Your Report is prepared specifically for you and for the property identified in your Letter of Engagement. It is based on the condition of the property at the time of our inspection.

13.2 The Report is intended to assist you in making an informed decision about the property. It is not a guarantee that the property is free from defects or that defects will not arise after the inspection.

13.3 The Report should not be relied upon for any purpose other than the purpose for which the survey was instructed, unless we have agreed otherwise in writing.

13.4 The Report does not provide legal, planning, valuation, environmental or specialist advice unless this has been specifically included in our agreed scope of work.

13.5 Where the Report recommends further investigation by a specialist, you should arrange this before making your decision to proceed with the purchase where appropriate. We are not responsible for matters that fall outside the scope of our agreed inspection.

14. Home Survey Level 2 – The Inspection

14.1 If you have instructed us to provide a Home Survey Level 2 (Homebuyer Report), the inspection will be carried out in accordance with the scope of the RICS Home Survey Level 2 service and the limitations set out in these Terms and Conditions.

14.2 The Surveyor will inspect the inside and outside of the main building and permanent outbuildings, where reasonably accessible and safe to do so. The Surveyor will not force entry, open up or damage the fabric of the property to gain access.

14.3 The Surveyor will not lift fixed floor coverings, carpets or floorboards, move furniture, remove the contents of cupboards, remove secured panels or dismantle electrical fittings.

14.4 The Surveyor may use appropriate equipment during the inspection, including a damp meter, digital measure and handheld measuring tape, binoculars, torch and drone. A ladder carried by us may be used to access loft hatches where reasonably accessible and safe to do so.

14.5 Where necessary and reasonably practicable, the Surveyor may inspect parts of the property from an adjoining public area or other suitable location where this can be done safely and without trespassing.

14.6 The extent of the inspection will always be subject to reasonable access, safety and the limitations of the Level 2 service. Any significant restrictions affecting the inspection will be identified in the Report where appropriate.

15. Services to the Property

15.1 As part of a Home Survey Level 2, the Surveyor will carry out a visual inspection of accessible service installations where these can reasonably be seen.

15.2 Services are often concealed within the construction of a property. We will therefore only inspect visible and accessible parts of electrical, gas, plumbing, heating and drainage installations.

15.3 We do not carry out specialist testing or assess the efficiency, performance or compliance of service installations. This includes testing whether installations meet current regulations or assessing the internal condition of chimneys, boilers or flues.

15.4 Where we identify an issue with a service installation that we consider requires further investigation, we may recommend that you arrange an inspection or test by an appropriately qualified specialist.

15.5 A recommendation for specialist testing does not mean that a defect has been confirmed. It means that the matter is outside the scope of our visual inspection and requires further assessment.

16. Outside the Property

16.1 Where reasonably accessible and safe to do so, the Surveyor will inspect the condition of boundary walls, fences, permanent outbuildings and areas in common (shared) use.

16.2 The inspection of these areas is visual only. We will not move, dismantle or remove items, vegetation or other obstructions to gain access or improve visibility.

16.3 Where access to any external area is restricted or unavailable, this may limit the extent of our inspection. Any significant limitation will be identified in the Report where appropriate.

16.4 For properties forming part of a larger development, such as flats or other shared developments, the extent of the external inspection will be limited to areas reasonably accessible from the property and its immediate surroundings. We cannot be responsible for areas of the wider development that are not reasonably accessible for inspection.

17. Flats

17.1 Where the property is a flat or maisonette, the Surveyor will inspect the general condition of the accessible external surfaces of the building and the accessible communal areas serving the property, such as shared hallways and staircases.

17.2 Roof spaces will only be inspected where access is available from within the property being surveyed and it is reasonably accessible and safe to do so.

17.3 We do not inspect or test communal drains, lifts, fire alarm systems, security systems or other communal services unless this has been specifically agreed as part of the instruction.

17.4 Where access to communal areas or visibility of the structure is restricted, we will identify any significant limitation in the Report where appropriate.

17.5 Where relevant, the Report will state whether we have been provided with a copy of the lease. We do not provide legal advice on the terms of a lease, and you should ask your solicitor to review the lease and advise you on repairing obligations, service charges, restrictions and other legal matters.

17.6 For flats within larger developments, our inspection is limited to the building or areas reasonably accessible to us in connection with the property being surveyed. We do not inspect every building, communal area or facility within a larger development.

18. The Report

18.1 Your Report will focus on matters which, in the Surveyor's professional opinion, may affect the condition, safety or value of the property if they are not addressed.

18.2 The Report will be prepared in the applicable RICS Home Survey format and will use the relevant RICS condition ratings where applicable.

18.3 Where, during the inspection, the Surveyor identifies matters that may require further investigation by your legal adviser or another appropriately qualified professional, these may be highlighted in the Report together with appropriate general advice.

18.4 The Report may identify defects, repairs, replacements and other property-related risks or hazards which are reasonably apparent from the inspection.

18.5 The Report is based on the Surveyor's observations and professional opinion at the time of the inspection and is subject to the scope, limitations and exclusions set out in these Terms and Conditions.

18.6 All survey reports are issued electronically in PDF format only. We do not provide printed or bound copies. The PDF can be printed independently by the Client if required.

18.7 We provide reports electronically as part of our commitment to reducing paper usage and minimising the environmental impact associated with printing, packaging and postal delivery.

19. Home Survey Level 2 – Homebuyer Service

19.1 Where you have instructed us to provide a Home Survey Level 2 (Homebuyer Report), the service provided will be the RICS Home Survey Level 2 service as described in the applicable RICS Home Survey documentation, subject to these Terms and Conditions.

19.2 The Level 2 service is intended to provide you with an objective assessment of the condition of the property and identify significant defects and other matters that, in the Surveyor's professional opinion, may affect the property.

19.3 The Surveyor will report on defects and issues that are reasonably apparent from the inspection. The survey is not an exhaustive investigation and does not involve opening, dismantling or specialist testing of the property.

19.4 You should tell us before the inspection if there is an agreed or proposed purchase price for the property or if you have concerns about the property, such as proposed alterations or extensions. This information may assist the Surveyor when preparing the Report.

19.5 Unless specifically agreed in writing, the Level 2 service does not include a market valuation, costed schedule of repairs, structural calculations, specialist testing or other additional investigations.

19.6 A cost of repairs is only included where you have specifically instructed and paid for this as part of a **Home Survey Level 3 (Building Survey)**. It is not included within a standard Home Survey Level 2.

19.7 If you require advice or investigation outside the standard Level 2 service, this must be agreed with us in writing before the inspection and may incur an additional fee.

20. Home Survey Level 3 – Building Survey

20.1 Where you have instructed us to provide a Home Survey Level 3 (Building Survey), the service will be carried out in accordance with the scope of the RICS Home Survey Level 3 service and these Terms and Conditions.

20.2 A Level 3 survey provides a more detailed assessment of the property's condition and construction than a Level 2 survey. The Surveyor will use their professional judgement to identify defects, areas of concern and potential risks that are reasonably apparent from the inspection.

20.3 The Surveyor will inspect the property as far as is reasonably practicable, considering accessibility, safety and the limitations set out in these Terms and Conditions. The inspection does not include destructive investigation, opening up or dismantling of the property unless specifically agreed in writing.

20.4 Where appropriate, the Report may include recommendations for further investigation, repair or maintenance. Where a cost of repairs has been specifically included within your agreed Level 3 service, this will cover repairs identified by the Surveyor as requiring attention and will provide an approximate indication of the likely cost of addressing those items.

20.5 Any repair costs provided are estimates based on the Surveyor's professional knowledge and experience and relevant RICS guidance. They are not quotations from contractors and should not be treated as guaranteed costs.

20.6 Cost estimates do not include gas or electrical works unless specifically agreed in writing.

20.7 If you require specialist investigation, testing, structural calculations or other services outside the agreed Level 3 scope, these must be separately agreed with us and may incur an additional fee.

21. We may update these Terms and Conditions from time to time. The version applicable to your survey will be the version provided to you when you enter into the agreement with us.

Which Clauses Apply to Your Survey?

Home Survey Level 3 (Building Survey): Clauses 1–13 and 20 apply.

Home Survey Level 2 (Homebuyer Report): Clauses 1–19 apply.

* **NAME(s) (to appear on report)**

* **CURRENT ADDRESS :**

* **TELEPHONE NUMBER:**

* **DATE:**

* **SIGNED :**

Client Acceptance

☐ I confirm that I have read and understood the Letter of Engagement and these Terms and Conditions and agree to them.