

A. Confirmation of appointment

This is to confirm that Harrison Clarke Limited (referred to as 'we' and 'us' from here on) has been appointed by the Appointing Client as detailed in your email confirmation of instructions (referred to as 'you' from here on) to complete an RICS Home Survey Level 3 as described more specifically in the attached document entitled "Description of the RICS Home Survey Level 3". This document sets out the terms upon which we shall deliver the service to you.

B. The service

We shall provide the RICS Home Survey Level 3 service, which shall be delivered in accordance with the current edition of the Home survey standard RICS professional statement.

Windows - We will attempt to open all windows on all elevations and assess the surfaces, frames and ironmongery for any signs of defect or deficiency where apparent.

Floors - We will inspect the surfaces of exposed floors and will lift the corners of any loose and unfitted carpets or other floor coverings where practicable. We will assess all floors for excessive deflection by a 'heel-drop' test. Where floors have unfixed access hatches/panels or floorboards, we will inspect subfloor areas by an inverted 'head and shoulders' inspection where appropriate and safe to do so. We will not enter the subfloor area.

Grounds – We will carry out a thorough visual inspection of the grounds and, where necessary and appropriate, from adjoining public property. Our assessment will include such external features as retaining walls, gardens, drives, paths, terraces, patios, steps, hard standings, dropped kerbs, gates, trees, boundary walls, fences, non-permanent outbuildings and so on.

C. The surveyor

The service will be provided by an AssocRICS, MRICS or FRICS member of the Royal Institution of Chartered Surveyors (RICS) who has the skills, knowledge and experience to survey and report on the property. The surveyor's contact information is set out in the fee proposal email, to which this document is attached.

D. The inspection

Before the inspection, you should tell us if there is already an agreed or proposed price for the property, and if you have any particular concerns about the property (such as a crack noted above the bathroom window or any plans for extension).

E. The report

We will provide a property-specific report for the service in accordance with the current edition of the Home survey standard RICS professional statement. The nature and content of the report will vary between the different levels of service. The report will be sent to the email address provided (One hard copy can be issued upon request, however any additional copies will be subject to an administrative fee).

F. Exclusions

No asbestos inspection is carried out and the surveyor does not act as an asbestos inspector when delivering a service that may fall within the scope of The Control of Asbestos Regulations 2012.

G. Charges and terms of payment

You agree to pay our fee and any other charges agreed in writing as set out in the fee proposal emailed to you, to which this document was attached, or as further agreed between you and us in writing.

Payment must be made prior to us releasing the report to you; however payment prior to inspection is not necessary. Any payment made to us in respect of this service will fall outside the scope and requirements of RICS' Client Money Protection Scheme as any fees taken in advance do not constitute client money, and therefore such payments are not subject to the scheme rules.

H. Complaints handling procedure

If there is any aspect of our service with which you are not happy (including complaints about our bills), please contact our complaints handling director, Timothy Clarke. A copy of our complaints handling procedure is available upon request.

I. Retention of documents

We will retain all files and documents for a reasonable period, which will in any event be not less than 6 years after completion or termination of the service(s). These will be securely stored and available for future inspection, if required, for up to a maximum of 15 years. Provision of reports or ancillary documentation following initial provision of the report may be subject to a separate fee to be agreed between you and us.

J. Audit of files

As an RICS regulated firm, external organisations may conduct audit or quality assurance reviews on our practice. Your file may be subject to monitoring and review, and we will need to provide this to RICS on request in accordance with RICS Rules of Conduct for Members and/or RICS Rules of Conduct for Firms.

K. Referral fees

We do not pay or accept referral fees to or from any party who might have recommended us. Instead, we seek partnerships which will genuinely add value to the client experience. If this changes in the future, any such referral fee arrangements will be brought to the client's attention prior to provision of services.

L. Execution or acceptance of the terms

You confirm your acceptance of these terms by confirming our appointment to complete the service(s) through your email confirming our appointment to complete service(s) as set out in our initial fee proposal email.

M. Cancellation

You will lose your right to cancel during the 14-day 'cooling off' period provided by the Regulations under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 ('the Regulations') and/or the Consumer Rights Act 2015 once we have booked your inspection. If any cancellation instructions are received by you after this point, we reserve the right to charge an abortive fee commensurate with the time expended on the instruction, in line with our current hourly fee rates, which will not exceed to originally agreed fee to provide the service(s). If such cancellation instructions are received less than two business days prior to any booked inspection, a minimum of 75% of the full fee as agreed between you and us will be payable.

N. Liability

RICS recommends the use of liability caps to RICS-regulated firms as a way in which to manage the risk in professional work. Our aggregate liability arising out of, or in connection with, these services, whether arising from negligence, breach of contract, or any other cause whatsoever, shall in no event exceed three times the fee due from you to us for provision of services. This clause shall not exclude or limit our liability for actual fraud and shall not limit our liability for death or personal injury caused by our negligence.

O. Client liaison

With our fee proposal we have provided a guidance document entitled "Helping you choose the right survey". If appropriate, additional guidance and/or information might be given by us to you during a telephone consultation. If we find that the instruction is not suitable in the circumstances, we will give you reasons and advise you on the appropriate level of service. Should you require further clarification, you must call contact us to obtain further information. If you instruct us to complete a service(s) other than in accordance with such guidance given, we shall accept no liability in connection with the provision of a 'lesser' service(s) (i.e. when we have specifically advised that a Level 3 report alone is inappropriate for your requirements).

P. Insurance

We maintain a Professional Indemnity Insurance policy in accordance with RICS requirements, with a level of coverage of at least £1,000,000.00.

Q. Health and safety

Our surveyors will complete all work in accordance with the current edition of Surveying Safely, published by the RICS. A copy of this document is available upon request. We will also implement additional safety measures as required, such as those required in connection with COVID-19. We accept no liability in connection with any restriction of provision of the service(s) which are necessary by virtue of operating safely.

R. Money Laundering Regulations

In accordance with The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 ('the Money Laundering Regulations'), we might need to complete some additional checks. You will be notified if this becomes necessary and must cooperate with any request for further information before we commit to provision of the service(s). We will retain evidence of these checks for the time period set out in Section I of these Terms.

S. Data protection

All information will be collected and stored in accordance with current data protection legislation and regulations (e.g. GDPR).

T. Confidentiality

We will protect confidential information and only use or disclose it for the purposes for which it was provided, where we have the necessary consent to do so, or where required or permitted by law.