

TERMS & CONDITIONS OF ENGAGEMENT FOR SERVICES

These Conditions, the Privacy Policy and the relevant Quote (together the “Agreement”) shall govern the relationship between C&C Surveying and the Client for the provision of online and/or offline processing services which may include the provision of information or the provision of Quotes and Services or Products. This Agreement does not include and recognise any purported attempt by the Client to impose or incorporate its own terms and conditions; and the same shall be of no effect and not legally binding. If there is any inconsistency between these Conditions, the Privacy Policy, and/or the Quote, the documents shall have priority in the following order: (i) the Quote; (ii) these Conditions; and (iii) the Privacy Policy.

These terms apply to Homebuyers Reports, Building Surveys, Valuations, C&C Plus Surveys and any other services provided by C&C Surveying. You are reminded of our limitations of survey, scope of work and terms and conditions which are, in part, set out in the report body.

All descriptive matter, specifications, advertising and promotional material issued by C&C Surveying and any descriptions or illustrations contained within the C&C Surveying website, brochures or marketing literature are issued or published for the sole purpose of giving an approximate idea of the services and/or information about third parties described in them and shall not form part of the Agreement. In this Agreement:

- any terms in the singular shall include the plural and vice versa;
- any phrase introduced by the words “include”, “including”, “in particular”, “excluding” or the like shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- any reference to a “Clause” means a clause of these Conditions;
- any reference to a person shall be construed as a reference to any person, corporate entity, or any association or partnership (whether or not having separate legal personality) or one or more of the same;
- the headings are included for convenience only and may not be used in construing or interpreting these Conditions.

This document sets out the contractual terms upon which the Surveyor will advise the Client by means of a written report as to his or her opinion of the visible condition and state of repair of the property on the day of inspection only. Any photographs contained in the report are limited in number and for representative purposes only. Any photographs taken are for administration and archiving purposes and remain the property of the company.

The report is not a warranty or guarantee that the property is free from defects, other than those mentioned in the report but will be undertaken by a qualified building surveyor exercising reasonable professional diligence. This report is not a warranty for defects noted at a later date. By signing these Terms and commissioning Our Services, you agree that not every defect will be listed and that you will take no further action regarding defects noted at a later date and that C&C Surveying holds no liability for defects noted at a later date.

The report will be prepared solely for the benefit of the named client. No liability is accepted to third parties whatsoever. This report should not be disclosed in whole or in part to any other parties without the express consent of C&C Surveying. The surveyor produces a report of the inspection for you to use but cannot accept any liability if it is used by anyone else. If you decide not to act on the advice in the report, you do this at your own risk. The report focuses on matters that, in the surveyor’s opinion, may affect the value of the property if they are not addressed.

If required, and upon payment of a reasonable administration fee, the report can be re-issued. NB. No one should rely on the content of the report or make any inferences from it beyond the scope of the original instructions.

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1. Definitions

1.1 In these Terms:

1.1.1 when We use the words "writing" or "written" in these Terms, this will include e-mail unless We say otherwise;

1.1.2 headings are for reference only and do not affect the meaning or interpretation of these Terms;

1.1.3 the words "include(s)" or "including" shall be deemed to be followed by the words "without limitation".

1.2 When the following words with capital letters are used in these Terms, this is what they will mean:

"Booking" means your order for Us to provide the Services in accordance with clause 2.3 below;

"Event Outside Our Control" means an event as defined in clause 11;

"Payment" means the amount paid or to be paid by You to Us in accordance with the Quote supplied to You by email following receipt of your Booking;

"Property" means the property You have selected at the address You provided in your Booking, in respect of which a Survey is being commissioned;

"Quote" The total price open for acceptance within 14 days in return for which We undertake to provide the Services. The Quote includes the total cost for the Surveyor to carry out their Survey and produce their Report;

"Report" means a written Survey Report, depending on the type of Survey You have asked for. In any case the scope of the Report will be determined by the Surveyor's own terms and conditions of engagement supplied to You prior to the Survey taking place in accordance with clause 3;

"RICS" means the Royal Institution of Chartered Surveyors who regulate the surveying profession and whose UK headquarters are based at 12 Great George Street, Parliament Square, London SW1P 3AD;

"Services" means the services We agree to provide to You under these Terms including the processing of your Booking, processing your Payment, instructing a suitable Surveyor (in terms of both their area of expertise and geographical location) to survey the Property, arranging initial access to the property for a Survey to be carried out (including liaising with estate agents and vendors as required);

"Survey" means a Building Survey, Valuation Survey, RICS Homebuyer Report or C&C Plus Survey or other such survey or inspection as You may indicate at the time of Booking that You require;

"Surveyor" means the individual who will carry out the Survey and who is responsible for compiling the Report in respect thereof.

"Survey Report" means the written Report as to the Surveyor's professional opinion of the visible condition and state of repair of the Property. This report will either be a Building Survey Report, Valuation Survey Report, RICS Homebuyer Report or C&C Plus Survey depending on the type of Survey You have requested;

"Terms" means Our Terms and Conditions set out in this document (as distinct from the Surveyor's own terms and conditions which stand alone and serve to form a separate contract with You in accordance with clause 3); and

"We/Our/Us" C&C Surveying Limited, trading as C&C Surveying, whose registered office is Block D, 1st Floor, Southgate Office Village, Chase Road, London N14 6HF. Company Registration Number 13619574 | VAT Number 339 3963 62 | RICS Number 833066

2. Our Contract With You

2.1 By signing and submitting these Terms via Our Survey Booker system or submitting your Booking Form via Our website, you are entering into a legally binding contract with Us, to which these are the Terms.

2.1.1 If your original booking was via a panel or lender, these Terms & Conditions of Engagement of Services supersede that of the panel or lender.

2.2 The onus is on You to ensure that You read carefully, understand, are satisfied and agree with these Terms and check that the details on the Booking Form, emails, Quote and any other correspondence between You and Us are complete and accurate. If, at any time, You believe that there is a mistake please contact Us as soon as possible in order that We may rectify it.

2.3 You can submit your Booking by way of submitting your signed Terms via Our Survey Booker system, a booking form submitted online via our website, or verbally to Us over the telephone. In the case of a verbal booking, you will have agreed that the operative conducting your verbal booking will digitally sign on your behalf. A copy of your signed Booking Form and Terms will be emailed to you. You will not be permitted to book any Service without first acknowledging the Terms & Conditions for your chosen survey/valuation type. When You submit your Booking or accept Our Quote, this does not mean We have accepted your Booking or are bound to provide the Services to You at that point. Our acceptance will only take place as described in clause 2.4 below. If We find that We are unable to supply You with the Services for whatever reason, We will inform You of this as soon as practicable and will not accept your Booking or process your Payment and will process any refund due, as described in clause 13.

2.4 These Terms become binding when You submit your signed Terms via Our Survey Booker system or submit Your Booking Form via Our website. In the case of Booking via Our website, You will receive an automated email containing Your copy of Your Booking Form and Your signed copy of these Terms. We will send You written confirmation if We are unable to supply the Services to You and if We are unable to arrange for a Survey to be carried out as required.

2.5 Subject to express agreement to the contrary and any agreed amendments/additions, the Terms on which the Surveyor will undertake the Survey are set out below.

2.6 The Surveyor provides the standard Service ('the service') described in the Description of the RICS HomeBuyer Survey or Building Survey or C&C Plus Survey, etc., unless You agree in writing before the inspection that the Surveyor will provide extra Services. Any extra Service will require separate Terms of Engagement to be entered into with the Surveyor.

Examples of extra services include:

- valuation;
- costings of repairs added to Building Survey and C&C Plus Survey only (not available with HomeBuyer Survey Level 2);
- schedule of works;
- supervision of works;
- re-inspection;
- detailed specific issue reports;
- market valuation (after repairs); and
- any additional correspondence (after the Survey, will be subject to an hourly rate of £110 +VAT, one hour minimum).

3. Terms and Conditions of Surveyors

3.1 The Survey itself will be carried out by Us and the Report will be written by a fully qualified Building Surveyor, a RICS Associate or Chartered Surveyor. This supersedes the RICS Regulation and RICS Survey Standards and Survey Practice Notes.

3.2 In the case of a Survey Report, the Surveyor will always be a fully qualified Building Surveyor, a RICS Associate or MRICS Surveyor as described in 3.1. Whilst We do check that Surveyor's industry specific memberships and professional accreditations are up to date at the time of employment, We do not carry out any other continuity checks thereafter. Our surveyors have the competency to carry out the report on the Property, with valuations carried out by those registered under the RICS Valuers Registration Scheme.

3.3 C&C Surveying is a RICS Regulated firm and does also employ qualified and / or accredited surveyors. On occasion and whilst We do not do so regularly, We may also sub-contract out to qualified and / or RICS surveyors who work independently for themselves. You agree that the C&C Plus Survey does not fall under RICS Regulation as it is our own independent Survey and therefore supersedes the RICS Survey Standards and Survey Practice Notes.

3.4 In the case the surveyor is a contractor, the Surveyor may carry their additional Terms of Business which will not form part of your contract with Us. That will be a separate contract between You and the Surveyor. If You do not receive them, You should let Us know.

3.5 The onus is on You to ensure that You read carefully, understand and are satisfied with the Terms of Engagement. If there is anything that You do not understand or are unsure about in relation to the Terms and Conditions, please contact Us for assistance.

4. Providing the Services

4.1 Subject to clause 2.4 above, We will supply the Services to You from the date your Booking is accepted until the date the Surveyor surveys the Property.

4.2 We will make every effort to provide a timely service and to ensure the Surveyor also provides a timely service in accordance with the timescales quoted (but also, if possible, in line with any time scales You may indicate to Us at the time of your Booking).

4.3 Visit

4.3.1 We will aim to arrange for a Surveyor to visit the Property at the earliest opportunity and as close to our quoted day as possible (subject to access);

4.3.2 We will arrange the initial access to the Property for the Booking, but do not take responsibility for any parts of the Property, covered or access not provided. It is solely the Client's responsibility to ensure that access is provided to all parts of the Property, including keys for any outbuildings, for which they must advise the agents, vendors and occupants respectively, prior to the Survey. Further detail is set out at the end of these Terms in clause 17.

4.3.3 We will ask the Surveyor to send out their Report within 7 working days of completion of the Survey. In the case of the Homebuyers Report or Building Survey containing a Valuation, the report issue time may be delayed, in which case you will be issued with the elements of the report which are complete, as they are ready. Please note, Bank Holidays and weekends are not classed as working days.

4.4 Please note that the timescales referred to in clauses 4.3.1 and 4.3.2 above cannot be guaranteed as they are subject to the availability of the Surveyor, the vendor of the Property (or their estate agents), suitable access to the Property being provided and the Surveyor's workload. As such there may be delays beyond Our control. See clause 11 for Our responsibilities when an Event Outside Our Control happens.

4.5 We will need certain information from You at the time of Booking that is necessary for Us to provide the Services, for example, the type and level of details of the Survey that You require, the Property address, the type and detail of the Property, the Property vendor's name(s), estate agent details and contact details of whomever will be providing the Surveyor with access to the Property. You agree to provide such information to Us.

4.6 We will, unless otherwise expressly agreed, rely upon information provided by the Client, the Client's legal or other professional advisers of the vendor/lessor (where appropriate) relating to tenure, tenancies and other relevant matters.

4.7 If You do not make Payment to Us for the Services as and when You have agreed to as set out in clause 9, We may likewise suspend the Services with immediate effect until You have paid Us the outstanding amounts or terminate the Services with immediate effect. We will contact You to advise You of this.

4.8 If the instruction has come from a Lender or Panel then clause 4.7 will not apply unless You have received a Quote directly from C&C Surveying.

4.9 None of the Company's employees, directors or consultants individually have a contract with the Client or owes the Client a duty of care or personal responsibility. The Client agrees that they will not bring any claim against any such individuals personally in connection with the valuation or Report.

4.10 It will not be possible for applicants that are not the vendors to accompany the Surveyor on an inspection. You should raise any points of concern a minimum of 2 working days before the Survey.

4.11 The report to be provided shall be confidential to the Client for the specific purpose to which it refers. It may be disclosed to the Client's professional advisers, but it shall not be disclosed to any other person, nor reproduced in whole or in part without the prior written consent from the applicant, to specify who they would like it disclosed to.

4.12 The Surveyor will accept responsibility to the Client alone that the Report will be prepared with skill and care reasonable to be expected of a competent Surveyor, but accepts no responsibility whatsoever to any other person other than the Client.

4.13 Our liability in respect of this Report is limited to You as our Customer. There is no intention to confer any third party right as described in the Contracts (Right of Third Parties) Act 1999.

4.14 You will tell the Surveyor if there is already an agreed, or proposed, price for the Property, and if You have any concerns (such as plans for extension) about the Property. Before the Inspection the Client will inform the Surveyor of any particular concerns or previously identified issues that they may have about the Property a minimum of 2 working days prior to the Survey.

4.15 Information pertaining to the processes of our Survey once Booked:

- i. If you have any points you wish to raise for the surveyor ahead of your survey, these must be received a minimum of 2 working days prior to your survey, i.e., notes received by Thursday for survey booked on Monday etc.
- ii. Due to scheduling restrictions, the surveyor will only contact you on the day if defects of major concern are noted. You can assume that your survey has taken place on the date stated – we will only notify of changes that delay your survey, your survey may be brought forward to an earlier date if necessary, without notification to you.
- iii. Once you have received the report, please read through and pass to your legal team for comment if appropriate. Should you have any questions, please reply via Your Survey Booker account or email Reports@CandCSurveying.co.uk listing out any queries you may have – this must be in writing to ensure it is logged and your questions addressed accurately. We will aim to respond within 3 working days. If you have not received a response by the 3rd working day, please call the office to confirm your questions have been received.

4.16 You agree that the report is not to be considered a warranty beyond the report date itself, as many items can deteriorate naturally or without regular proper upkeep. The report is an assessment of the property at the time of survey. This report is not a warranty for defects noted at a later date. By signing these Terms and commissioning Our Services, you agree that not every defect will be listed and that you will take no further action regarding defects noted at a later date and that C&C Surveying holds no liability for defects noted at a later date.

5. The Inspection

5.1 You agree the survey is not intended as an itemised breakdown of all defects, as many may be typical of similar or in some cases historic properties and thus can be said to be part of the inherent building makeup which would no doubt fall short of modern regulations and construction standards. Defects and shortcomings which are likely to significantly adversely affect the use of the property, or give rise to significant expenditure in the future, shall be identified.

In cases where Costings have been purchased and allowed for as part of a Level 3 Building Survey or C&C Plus Survey (not available with the Level 2 HomeBuyers Report); where defect items are not easily quantifiable, we do not give a budget cost. Costings are provided to give the client the surveyor's opinion of what You should reasonably expect to pay to rectify the defects found and listed in the report. Formal quotations should be obtained prior to making a legal commitment to purchase the property.

The report is based on a visual examination of the property on the day of inspection only. The inspection does not involve any destructive or intrusive testing or removal of the floorboards, floor and wall coverings or investigation of other inaccessible items or removal of personal items. We are therefore unable to confirm that such areas are free from defects at this time.

5.2 Accessibility and Voids

The Surveyor inspects the inside and outside of the main building and all permanent outbuildings but does not force or open up the fabric. This means that the Surveyor does not take up carpets, floor coverings or floorboards, move furniture, remove the contents of cupboards, roof spaces, etc., remove secured panels and/or hatches or undo electrical fittings. If necessary, the Surveyor carries out parts of the inspection when standing at ground level from public property adjacent where accessible. The Surveyor may use equipment such as a damp-meter, binoculars and torch and may use a ladder for flat roofs and for hatches no more than 3 metres above level ground (outside) or floor surfaces (inside) if it is safe to do so.

The Surveyor will inspect as much of the surface area of the structure as is practicable, but will not inspect those areas which are covered, unexposed or not reasonably accessible.

5.3 Floors

The Surveyor will lift accessible sample loose floorboards and trap doors, if there are any, which are not covered by heavy furniture, ply or hardboard, fitted carpets or other fixed floor coverings.

5.4 Roofs

The Surveyor will inspect the roof spaces if there are available hatches. Please note that hatches over stairs or ladders on balconies will not be considered accessible. The Surveyor will have a ladder of sufficient height to gain access to a roof hatch or to a single storey roof, not more than 3.0 m (10'0") above the floor or adjacent ground. It might therefore not be possible to inspect roofs above this level; in such cases, pitched roofs will be inspected by binoculars. The Surveyor will follow the guidance given in Surveying Safely issued by the RICS in April 1991, which incorporates the guidance given in Guidance Note INDG405 on the safe use of ladders and step ladders issued by the Health and Safety Executive.

5.5 Boundaries, Grounds and Outbuildings

The Surveyor will not comment on boundary positioning, issues or disputes. Buildings with swimming pools and sports facilities are also treated as permanent outbuildings, but the Surveyor will not report on the leisure facilities, such as the pool itself and its equipment, landscaping and other facilities (for example, tennis courts and temporary outbuildings).

5.6 Services

The Surveyor will carry out a visual inspection only of services such as gas, electrical, drainage etc., where accessible and none of the service installations. Please note it may not be possible to lift some drainage Inspection Chamber covers, in which case, it will be documented in your Report. No tests will be applied. The Surveyor will report if, as a result of their inspection, they consider that tests are advisable and if considered necessary, an inspection and report by a specialist should be obtained.

Services are generally hidden within the construction of the Property. This means that only the visible parts of the available services can be inspected (such as light switches) and the Surveyor does not carry out specialist tests. The visual inspection cannot assess the efficiency or safety of electrical, gas or other energy sources; plumbing, heating or drainage installations (or whether they meet current regulations); or the inside condition of any chimney, boiler or other flue.

5.7 Areas not inspected

C&C Surveying will arrange the Booking, but do not take responsibility for any parts of the Property, covered or access not provided. It is the solely the Client's responsibility to ensure that access is provided to all parts of the Property, including keys for any outbuildings, for which they must advise the agents, vendors and occupants respectively, prior to the Survey.

The Surveyor will note in their Report if they were not able to check any parts of the Property that the inspection would normally cover. If the Surveyor is concerned about these parts, the Report informs You about any further investigations that are needed. The Surveyor will not report on the cost of any work to put right defects or make recommendations on how these repairs should be carried out.

5.8 Flats

5.8.1 Unless otherwise agreed, the Surveyor will inspect only the subject flat and garage (if any), the related internal and external common parts and the structure of the building in which the subject flat is situated. Other flats or properties will not be inspected.

5.8.2 The Surveyor will not enter on to any Private land that is not in control of the vendor.

5.8.3 The Surveyor will state in their Report any restrictions on accessibility to the common parts or visibility of the structure. The Surveyor will state whether they have seen a copy of the lease and if not, the assumptions as to repairing obligations on which they are working.

5.8.4 The Client is reminded that, particularly on the case of large blocks, the object of the inspection is to give guidance on the general standard of construction and maintenance, pointing out those items which will require attention within, say, the next year and not to list those minor points which would normally be taken care of in the course of routine maintenance.

5.8.5 Many flats form part of large developments consisting of several blocks. In such cases the Surveyor will be inspecting only the one block in which the flat is situated.

When inspecting flats, the Surveyor assesses the general condition of outside surfaces of the building, as well as its access areas (for example, shared hallways and staircases). The Surveyor inspects roof spaces only if they are accessible from within the Property. The Surveyor does not inspect drains, lifts, fire alarms and security systems.

5.8.6 The Surveyor may use equipment such as a damp-meter, binoculars and torch and may use a ladder for flat roofs and for hatches no more than three metres above level ground (outside) or floor surfaces (inside) if it is safe to do so.

5.8.7 Where a property has clearly been recently built or altered in a manner and under such supervision that it would appear to require Building Regulation compliance, we will have reasonable assumption that this has been done so, through the correct and proper methods. Any and all parts of this should be checked with your legal adviser, that this has not only been complied with, but also has the correct documentation in place.

5.9 Outside the Property

5.9.1 The Surveyor inspects the condition of boundary walls, fences, permanent outbuildings and areas in common (shared) use where feasible. To inspect these areas, the Surveyor walks around the grounds and any neighbouring public property where access can be obtained. Buildings with swimming pools and sports facilities are also treated as permanent outbuildings, but the Surveyor does not report on the leisure facilities, such as the pool itself and its equipment, landscaping and other facilities (for example, tennis courts and temporary outbuildings). The Surveyor will not comment on boundary positioning, issues or disputes.

The Surveyor will report any more assumptions they have made or found not to apply. If the Property is leasehold, the Report will explain what other assumptions the Surveyor has made.

5.9.2 During the course of our inspection, the Surveyor will look for the presence of invasive plant species such as Japanese Knotweed and note any concerns in the Report. However, as a Company, we are not experts in horticultural matters, we cannot therefore confirm the identity of the species. We are also unable to comment on Japanese Knotweed or other invasive plants on neighbouring land. By signing these Terms and commissioning Our Services, you agree that you will take no further action regarding invasive plants and species noted at a later date and that C&C Surveying holds no liability for invasive plants and species, including Japanese Knotweed, noted/identified at a later date. We recommend, that to be certain that this biological hazard is not present within the boundaries or neighbouring land, that you commission a Japanese Knotweed specialist to inspect the grounds and provide you with a report. You should follow any recommendations given.

5.10 The Report focuses on matters that, in the Surveyor's opinion, may affect the value of the Property if they are not dealt with. The Report will be produced in a format that complies with the RICS approved format and use the same condition ratings.

5.11 If, during the inspection, the Surveyor identifies issues that your legal advisers may need to investigate further, the Surveyor will refer to these in the Report and will give You general advice and details of questions You should ask your legal advisers.

5.12 The Surveyor reports on property-related risks or hazards that will include defects that need repairing or replacing, as well as issues that cannot be reasonably changed but may present a Health and Safety risk or hazard.

5.13 The Surveyor shall carry out such inspections and investigations as are, in the Surveyors professional judgement, appropriate and possible in the particular circumstances.

5.14 A written Report supersedes any verbal Report and it is the written Report that should be relied upon before committing to any expenditure on the Property. The report has been prepared in accordance with the addressee's request and therefore any liabilities which may arise are restricted to the addressee. The report is based on a visual examination of the property. The inspection did not involve any destructive testing or removal of the floorboards, floor, wall coverings or investigation of other inaccessible items including AstroTurf/artificial grass covering/decking. We are therefore unable to confirm that such areas are free from defects at this time.

5.15 The Surveyor will inspect diligently but is not required to undertake any action that would risk damage to the Property or injury to themselves.

5.16 If The Surveyor uncovers suspected criminal/illegal activity, please be aware that this will be reported to the police for further investigation, the inspection will be terminated immediately and fees will still be applicable as per 12.3.

5.17 The Surveyor will not undertake any structural design or other calculations or determine the loadbearing capacity of structural elements, which we recommend are carried out by a structural engineer.

5.18 Dangerous materials, contamination and environmental issues

5.18.1 The Surveyor does not make any enquiries about contamination or other environmental dangers. However, if the Surveyor suspects a problem, they should recommend a further investigation.

5.18.2 The Surveyor may assume that no harmful or dangerous materials have been used in the construction and does not have a duty to justify making this assumption. However, if the inspection shows that these materials have been used, the Surveyor will report this and ask for further instructions.

5.18.3 The Surveyor does not carry out an asbestos inspection and does not act as an asbestos inspector when inspecting properties that may fall within the Control of Asbestos Regulations 2006. With flats, the Surveyor assumes that there is a 'dutyholder' (as defined in the Regulations) and that in place are an asbestos register and an effective management plan which does not present a significant risk to health or need any immediate Payment. The Surveyor does not consult the dutyholder.

5.18.4 The Surveyor will not comment upon the existence of contamination as this can only be established by appropriate specialists. Where, from their local knowledge or the inspection, they consider that contamination might be a problem they will advise as to the importance of obtaining a report from an appropriate specialist.

5.19 That where the Property is part of a building comprising flats or maisonettes, unless instructed or otherwise aware to the contrary, the cost of repairs and maintenance to the building and grounds are shared proportionately between all the flats and maisonettes forming part of the block and that there are no onerous liabilities outstanding.

5.20 That in the case of a newly constructed Property, the builder is a registered member of the NHBC or equivalent and has registered the subject Property in accordance with the scheme concerned; and the Surveyor will assume that:

5.20.1 The Property is not subject to any unusual or onerous restrictions or covenants which apply to the structure or affect the reasonable enjoyment of the Property;

5.20.2 All bye-laws, Building Regulations and other consents required have been obtained. In the cases of new buildings and alterations and extensions which require statutory consents or approvals, the Surveyor will not verify whether such consents have been obtained. Any enquiries should be made by the Client or their legal advisers. Drawings and specifications will not be inspected by the Surveyor;

5.20.3 The Property is unaffected by any matters which would be revealed by a local search (or their equivalent in Scotland and Northern Ireland) 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;

5.21 Whilst the Surveyor shall have regard to the apparent state of repair and condition of the Property, the Surveyor will not carry out a survey of the structure, nor will the Surveyor inspect woodwork of any other parts of the structure which are covered, unexposed or inaccessible. The Surveyor will not arrange for the testing of electrical, heating or other services and the drains will not be exposed. Thus, the Surveyor will be unable to report that any such parts of the structure or service installations are free from defects which may materially affect the value. No warranty as to the general condition or stability of the Property can be given or implied because of these factors.

5.22 You agree that the report is based on the condition of the property at the time of Our inspection and no liability can be accepted for any deterioration in its condition after that date and that any defect could have arisen between the time of the survey and your purchase of the property. You also agree that the report is not a warranty and that we cannot comment on areas that are covered/concealed or outside of our remit.

5.23 You agree that if a property has been recently decorated internally or externally, this may conceal any possible defects that are not readily apparent at the time of inspection. We hold no liability for any changes after such point.

5.24 You agree that whilst we carry out damp meter checks to the property, damp meter readings can change throughout time and changing seasons and dependent on the occupancy of the property our assessment of damp is at the time of inspection only. We hold no liability for any changes after such point.

5.25 Where a property has undergone alterations, our 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 such relevant enquiries should be made by you or your legal advisers. Drawings and specifications will not be inspected by our surveyor unless otherwise previously agreed.

6. Valuation

6.1 The value within a Valuation will represent the market value which is defined as the best price at which the sale of an interest in the Property might reasonably be expected to have been completed unconditionally for cash consideration at the date of the valuation assuming:

1. a willing seller;
2. that, prior to the date of valuation, there had been a reasonable period (having regard to the nature of the Property and the state of the market) for the proper marketing of the interest, for the agreement of price and terms for the completion of the sale;
3. that the state of the market, level of values and other circumstances were, on any earlier assumed date of exchange of contracts, the same as on the date of valuation;
4. that no account is taken of any additional bid by a purchaser with a special interest; and
5. that both parties to the transaction had acted knowledgeably, prudently and without compulsion.

6.2 The Report to be provided in accordance with the Client's instructions is a Valuation and not a Building Survey, a C&C Plus Survey or Homebuyers Report.

6.3 The Report will be valid for a minimum period of 4 weeks from the date on the Report to a maximum of 3 months, this can be confirmed prior to proceeding to ensure that your Report is valid for the required period. The Valuation is valid from the date of the physical inspection of the property. The physical Valuation Report can be renewed by way of a Desktop Valuation (at a fee of £199 or half the original fee whichever is higher including VAT) provided We are notified of this within 10 working days of the expiry date. It should be appreciated that, due to changes in the property market, this value may differ from that which is provided within the original Report. We are only able to provide 1 desktop valuation Report before a whole new valuation is required. A Remote Valuation cannot be extended.

6.4 The Surveyor will express their opinion of the value/rental value of the freehold/leasehold interest in the Property as specified by the Client, as at the date of the Report. Where a Remote Valuation has been purchased, the price will be based on a property in average condition.

6.5 In making the Report, the Surveyor will meet the relevant requirements of the RICS Valuation Global Standards (UK Edition).

6.6 Purpose

6.6.1 The purpose for which the valuation is required has been agreed between the Client and the Surveyor. The valuation is not and cannot be used for lending purposes.

6.7 Market Value

6.7.1 Where We have agreed to express Our opinion on the market value of the freehold/leasehold interest in the Property, the Surveyor may advise of the valuation method.

6.8 Where a Remote Valuation has been purchased, the price will be based on a property in average condition.

6.9 HB or BS VAL, if a valuation is purchased in addition to a condition report, a homebuyers survey, a building survey, C&C Plus Survey or any other survey format, the correct surveyor will be assigned to each task, therefore the survey will be inspected as per item 3.1, whilst the valuation will be assigned to a RICS Registered Valuer, who will utilise the detailed survey information to provide a market valuation of the property in the condition stated. This provides a more comprehensive and independent assessment.

6.10 Reinstatement cost

6.10.1 If You have opted and paid for a market valuation, the Report will include a reinstatement cost unless the property is a specialist property (for example, some listed properties and/or those of unusual construction).

6.10.2 The Report will not include a cost of repairs unless specifically agreed between the Surveyor and client at extra cost. If contracted for, this covers any repairs the Surveyor identifies that would need to be addressed together with an approximate cost to rectify the faults.

7. The Report and After the Survey

7.1 The report is intended to be a written document. Photographs will be taken during the Survey which will be used for administration and archiving purposes. Any photographs added to the Report are limited in number and are for representative purposes only.

7.2 All photographs taken during the Survey remain the property of the Company. Any requests for access to additional photographs will be considered on a case-by-case basis and may be subject to an administration fee.

7.3 You are able to request clarification on any items detailed in Your Report. These questions must be submitted in writing. We aim to respond to follow-up questions within a maximum of 3 working days, dependent on the Surveyor's current workload. Any questions that fall outside the remit of the content of the report which you have purchased will be subject to an administration fee.

8. If there is a problem with the Survey

8.1 If in the unlikely event You are dissatisfied with the findings or quality of the Survey or with the contents of the Surveyor's Report, or should a defect later come to light which was not highlighted to You by the Surveyor in his Report but which You consider ought to have revealed by his Report, then You should refer this to Us or if applicable as part of your separate contract with the Surveyor. The details shall be available with the completed Survey Report.

8.2 C&C Surveying has a formal complaints procedure in the unlikely event of dissatisfaction.

8.3 Should you have any queries or complaints in relation to your Survey or Valuation, you agree to raise any item within 6 months of your survey date. Thereafter, you waive any right to raise a complaint or claim in relation to your survey or valuation.

8.3 For details of who to contact if You wish to raise a grievance against the Surveyor, please see clause 10.2 for details of your right to lodge a formal complaint.

9. Price and Payment

9.1 The price of the Services will be set out in your Quote unless You have made a change to your Booking after You received the Quote which affects the price (if, for example, the Property is larger than You first indicated, the Property address You gave was incorrect or if You have subsequently asked for a more detailed Survey to be carried out). If there is such a change to the price then We will confirm this to You in writing and send You a revised Quote and invoice. Our Quote is based on a variable sliding fee scale (based on a number of factors including but not limited to the market listing price of the Property and the Property location).

9.2 We may review and change Our prices which form the basis of Our quotes at any time, but such price changes will not affect a Booking that We have already confirmed with You, provided You have not changed any details which form the basis of that Booking and/or Quote.

9.3 Our Quotes and prices will be subject to VAT.

9.4 Where We are providing Services to You, We will ask You to make Payment in full for the Services in the amount stated in your Quote or revised Quote as applicable.

9.5 We will not continue to provide Services or instruct the Surveyor to carry out the Survey until such Payment has been made. In the unlikely event We have continued to provide Services without Payment in full having been made (due to an administrative error or banking fault for example) then those Services will be suspended until such time as Payment in full is made or terminated if Payment is not forthcoming promptly.

9.6 Your obligation to make Payment to Us is not dependent upon whether or not You in fact proceed to purchase the Property and no refund will be payable in the event You choose not to do so whether as a result of, or following, the Survey, the Report or for any other reason.

9.7 In the case of fees due as a result of cancellation fees or other administration fees, You agree to pay these fees within 7 days of the date of invoice.

9.8 Late Payments – Fees that have been invoiced and are unpaid at the end of the 7 day period will incur a late payment fee of £25 inc. VAT. Fees that remain unpaid for 14 days will incur a further late payment fee of £35 inc. VAT – a total of £60 inc. VAT. Fees outstanding for 28 days (including the late payment fees) will be referred to a debt recovery agency.

9.9 Please be advised that once payment has been initiated and completed, this will finalise the transaction and thereafter it cannot be cancelled or retracted. Please note a surcharge fee will be applied should any attempts be made to retract payment once received by us. Should you withdraw payment via your bank or credit card provider after your survey has been instructed, you agree to pay for any bank surcharge fees, debt recovery fees, court and legal costs and an additional payment of £1,500 + Vat for administration costs.

10. Our Liability to You

The Report is provided for your use, and the Surveyor cannot accept responsibility if it is used, or relied upon, by anyone else.

10.1 If We fail to comply with these Terms, We are responsible for loss or damage You suffer that is a foreseeable result of Our breach of the Terms or Our negligence in respect of the Services provided to You by Us but We are not responsible for any loss or damage that is not foreseeable. You are advised and agree that our terms supersede those of the RICS regulation and RICS Survey Standards and Survey Practice Notes.

10.2 In accordance with Clause 8 We are also not responsible for any loss or damage caused by the Surveyor's breach of his/her own Terms and Conditions or caused by his professional negligence or anything which is not otherwise dealt with in this Agreement. If You think the Surveyor has been negligent You are entitled to lodge a formal complaint with The Property Ombudsman.

10.3 Loss or damage is foreseeable if it was an obvious consequence of Our breach or if it was contemplated by You and Us at the time We entered into this contract. We will be indemnified by you including all our employees, agents and directors against any claims, losses, damages, liabilities, costs and expenses incurred arising out of or related to any actual or threatened claim against C&C Surveying (or any of its employees, agents and directors) which involves you.

10.4 We only supply the Services for domestic and private purposes. You in turn agree not to use the Services for any commercial, business or re-sale purpose, and We have no liability to You for any loss of profit, loss of business, business interruption, or loss of business opportunity.

10.5 We do not exclude or limit in any way Our liability for:

10.5.1 death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;

10.5.2 fraud or fraudulent misrepresentation;

10.5.3 breach of the Terms implied by Section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); and

10.5.4 breach of the Terms implied by Sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples).

10.5.5 Should the Client suffer loss as a result of any breach of contract or negligence on the part of the Company, Our liability shall be limited to a just and equitable proportion of that loss having regard to the extent of responsibility of any other party. Our liability shall not increase by reason of a shortfall in recovery from any other party, whether that shortfall arises from an agreement between the Client and them, the Client's difficulty in enforcement of any other cause.

10.5.6 C&C Surveying hold a Professional Indemnity insurance arranged by an insurance broker. The maximum liability under the policy is £1,000,000 (GBP) for each and every claim.

11. Events Outside Our Control

11.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control.

11.2 An Event Outside Our Control means any act or event beyond Our reasonable control, including the cooperation of estate agents and vendors in facilitating the Survey or access to the Property, any sudden illness, incapacity or delay in the performance of a Surveyor, the Property being unfit for entry, strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, government lockdown, suspected illegal activity, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or



other natural disaster, or failure of public or private telecommunications networks.

11.3 If an Event Outside Our Control does take place that affects the performance of Our obligations under these Terms:

11.3.1 We will contact You as soon as reasonably possible to notify you;

11.3.2 Our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control;

11.3.3 Where the Event Outside Our Control affects Our performance of Services to You, We will restart the Services as soon as reasonably possible after the Event Outside Our Control is over;

11.3.4 Specific events Outside Our Control;

11.3.5 Denial of access. If the Event Outside Our Control is the denial of access to the Property on the day of the Survey or lack of cooperation by an estate agent or vendor which prevents the Survey going ahead when the Surveyor arrives at the Property then an abortive fee of 50% of the original agreed fee will be charged and invoiced to You, providing the Survey is rescheduled to compensate the Surveyor for their time and travel expenses and the administration required to reschedule the Survey. If the Survey is cancelled, 100% of the fee will be retained by Us. Whilst You will be liable for the payment to Us, if the denial of access is caused by the agent, vendor or tenant of the vendor, We suggest You discuss passing these fees on to the relevant party;

11.3.6 Illness or incapacity of Surveyor. If the Event Outside Our Control is the sudden illness or incapacity of a Surveyor then We will endeavor to find a replacement Surveyor or reschedule the Survey as soon as reasonably and practicably possible thereafter, at no additional cost to You. If you choose to cancel the survey despite our attempts to reschedule, an administration fee of 25% of the original agreed fee will be applied to compensate the Company for works carried out to date. This will be charged either in the form of a reduction in the amount refunded to you if you have already paid in full, or by a raised and issued invoice. You agree to pay this invoice within 7 days of date of issue; and

11.3.7 All other Events Outside Our Control will be considered on a case-by-case basis.

12. Cancellation

12.1 You have a right to cancel this contract, however, as We have commenced works, such as Booking and administration works, costs will apply.

12.2 Cancellation fees.

When You submit Your signed Terms via Our Survey Booker system or a Booking Form via Our website, this contract begins with immediate effect, and you agree to the below cancellation fees. Please also see Clause 9 regarding failure to pay the agreed fees.

These fees will reflect the value and cost of the Services that have been provided up to the point of cancellation, being:

- (i) administration costs that both We and the Surveyor have reasonably incurred in starting to fulfil the Booking since submission;
- (ii) to compensate Us for the lost days work and/or having to rearrange their diary at short notice;
- (iii) Such cancellation charge will be deducted from any refund that is due to You; or
- (iv) You will be invoiced for the amount due, and You agree to pay in full within 7 days of the date of invoice.

You can cancel this contract by notifying Us in writing only (verbal cancellations will not be accepted). You agree You are liable to pay the following fees based on the timescales applicable:

12.2.1 Once your Booking Form has been submitted and You cancel prior to confirmation of the Survey date, an administration fee of £25 inc. VAT will apply;

Once the Survey has been booked, You have received the Booking Confirmation email and You wish to cancel:
(Please note, Bank Holidays and weekends are not classed as working days);

If you choose to cancel your booking for the purpose of instructing another surveyor at any stage of the process, then no refund will be applied.

12.2.2 Where the period is **5 working days or more** before the Survey date and you chose to cancel:

- 30% or £149 inc. VAT, whichever is greater, of the original agreed fee will apply;
- If You choose to reschedule the Survey, the first reschedule will be subject to £149 inc. Vat and administration fee;
- Subsequent rescheduling will be charged at £99 inc. Vat thereafter.

12.2.3 Where the period is **between 3 working days and 5 working days** before the Survey date and you chose to cancel:

- 50% of the original agreed fee will apply;
- If You choose to reschedule the Survey, the first reschedule will be subject to £149 inc. Vat administration fee.
- Subsequent rescheduling will be charged at £99 inc. Vat thereafter.

12.2.4 Where the period is **2 working days or less** before the Survey date and you chose to cancel:

- 75% of the original agreed fee will apply;
- If You choose to reschedule the Survey, the first reschedule will be subject to £199 inc. Vat administration fee;
- Subsequent rescheduling will be charged at £99 inc. Vat thereafter.

12.2.5 **On the day** of the Survey and you chose to cancel:

- 100% of the original agreed fee paid will be retained;
- If You choose to reschedule the Survey, the first reschedule will be subject to 50% of the original agreed fee;
- Subsequent rescheduling will be charged at £99 inc. Vat thereafter.

12.3 On the day of the Survey - In the event that the Surveyor is deterred in his attempts to carry out the Inspection, due to a variety of circumstances but not limited to matters beyond his control, an abortive fee of 50% of the original agreed fee will be charged and invoiced to You, providing the Survey is rescheduled. If the Survey is cancelled, 100% of the fee will be retained by Us.

Please also see Clause 11 for further details of Events Beyond of Our Control.

12.3.1 If these fees are incurred due to an event beyond Our control but known of and not rectified by the vendor, vendor's tenant and or agent, whilst You will be liable for the payment to Us, We suggest You discuss passing these fees on to the relevant party.

13. Our Rights to Cancel and Applicable Refund

13.1 In the highly unlikely event We have to cancel a Booking before or after We have begun to provide the Services to You, due to an Event Outside Our Control:

13.1.1 We will contact You promptly in writing; and

13.1.2 If You have made any Payment in advance for Services that have not been provided to You then, subject to Clauses 11 and 12, We will refund such amounts due to You.

13.2 In circumstances other than those envisaged by Clause 13.1, We also reserve the right to refuse to supply, or to continue to supply, Our Services to You without specifying a reason. If We exercise Our right to terminate this contract under this Clause:

13.2.1 We will contact You promptly in writing; and

13.2.2 If You have made any Payment in advance for Services that have not been provided to You then, subject to Clauses 11 and 12, We will refund such amounts due to You.

14. Information About Us and How to Contact Us

14.1 We are a Company registered in England and Wales. Our registered office is Block D, 1st Floor, Southgate Office Village, Chase Road, London N14 6HF. Company Registration Number 11602421 | VAT Number 339 3963 62 | RICS Number 833066. The registered address is not a correspondence address.

14.2 If You have any questions, or if You have any complaints about Our Services, please contact Us. You can contact Us by telephoning Our customer service team at 020 3488 4307 or by e-mailing Us at enquiries@candcsurveying.co.uk

14.3 If You wish to contact Us in writing, or if any Clause in these Terms requires You to give Us notice in writing (for example, to cancel the contract), You can send this to Us via e-mail to enquiries@candcsurveying.co.uk.

15. How We May Use Your Personal Information

15.1 We will use the personal information You provide to Us to:

15.1.1 provide the Services;

15.1.2 process payment for such Services (which will require providing your details to Our payment processing agent);



15.1.3 We will use your personal information to inform You about similar products or services that We provide, Our general administration and company marketing information. Revised GDPR 2018;.



15.1.4 You agree that We may pass your personal information on to estate agents, vendors and surveyors within Our network in connection with the provision of the Services.

15.2 We will not give your personal data to any other third party.

16. Other Important Terms

16.1 We may transfer Our rights and obligations under these Terms to another organisation, and We will always notify You in writing if this happens, but this will not affect your rights or Our obligations under these Terms.

16.2 This contract is between You and Us. No other person shall have any rights to enforce any of its terms. You will have a separate contract with the Surveyor in the case the Survey is subcontracted.

16.3 Each of the paragraphs of these Terms operates separately. If any court or relevant authority determines that any of these are unlawful, the remaining paragraphs will remain in full force and effect.

16.4 If We fail to insist that You perform any of your obligations under these Terms, or if We do not enforce Our rights against You, or if We delay in doing so, that will not imply that We have waived Our rights against You and will not mean that You do not have to comply with those obligations. If We do waive a default by You, We will only do so in writing and that will not mean that We will automatically waive any later default by You.

16.5 These Terms are governed by English law. You and Us both agree to submit to the exclusive jurisdiction of the English courts.

SURVEY ACCESS ARRANGEMENTS

This document is to ensure the survey is carried out in a swift and detailed manner and we would like to ensure that we have clear and free access to all parts of the property being surveyed. As stated in the Terms of Engagement, it is solely the responsibility of the client to ensure access to all areas is readily available on the day of inspection. Due to timetabling restrictions, the Surveyor will not be able to wait on site for additional access to any locked or covered areas to be provided on the day.

The inspection will be conducted from within the subject property only. Any access required from neighbouring properties (such as views of a flat roof of the subject property from an above flat) must be organised in advance by the client and respective occupants. No access to neighbouring properties will be requested on the day of inspection.

This is to include but not exclusive to:

- Main access to the property – doors and locks must be functional. Any pre-existing issues with locks are the responsibility of the agent and or vendor.
- Keys to any windows must be located in advance and made available to the surveyor at the time of the survey. Location of the keys must be advised of verbally on the day, in the case of occupied properties, or the location of such noted in writing (email) in advance. If no keys are available, this will be noted in the report.
- Keys to any external doors normally kept in the property (for example: back door key) and made available to the surveyor at the time of the survey. Location of the keys must be advised of verbally on the day, in the case of occupied properties, or the location of such noted in writing (email) in advance. If no keys are available, this will be noted in the report.
- Keys to any internal lockable doors must be located in advance and made available to the surveyor at the time of the survey. Location of the keys must be advised of either verbally on the day, in the case of occupied properties, or the location of such noted in writing (email) in advance. If no keys are available, this will be noted in the report.
- Access to loft space. The surveyor will carry their own ladder to access a head and shoulders inspection of the loft space – please ensure the agent and or vendor allow access to loft hatches if these are to be inspected. We will not remove furniture or objects obstructing loft hatches.
- Cellars. Please ensure the agent and or vendor give clear access to cellars. We will not remove furniture or objects obstructing cellar access.
- Keys to any external outbuildings, such as garages, must be located in advance and made available to the Surveyor at the time of the survey. Location of the keys must be advised of either verbally on the day, in the case of occupied properties, or the location of such noted in writing (email) in advance. If no keys are available, this will be noted in the report.

C&C Surveyors will arrange the initial access to the property for the survey, but do not take responsibility for any parts of the property covered or access not provided. It is the solely the client responsibility to ensure access is provided to all parts of the property, for which they must advise the agents, vendors and occupants respectively.

ADDENDUM: January 2022 **COVID 19 - SAFE SURVEY SYSTEM**

During this time, the following safety measures will be in place to ensure the safety of the property occupants and the surveyor. Please inform the agent, vendors and occupiers of the property in advance of the survey as required.

Track & Trace

In the event of a vendor / occupant being notified to isolate due to a Track and Trace notification, the Survey is permitted to take place on confirmation and provided proof of a negative test result of the occupants and strict adherence to the below access options.

Should any occupants test positive, proof of such should be provided and the Survey will be rescheduled.

PPE

The surveyor will have disposable gloves and face masks at their disposal, for their use as and when required. **Please discuss your requirements and preferences with the Surveyor upon arrival.**

ACCESS

There are 3no. options for safe access to the property:

Option 1) Those occupying the property to vacate the property entirely during the survey;

Option 2) To vacate to either to the front or rear garden;

Option 3) If neither previous two options are possible, for everyone to remain in one room, which will be inspected last.

Depending on the size of the property, the surveyor may be on site for 2-3 hours. Please discuss and confirm with the Surveyor upon arrival.

Please avoid contact with the Surveyor during the survey – should they have any questions, they will alert you in a safe manner, observing social distancing according to the current Government guidelines

To assist the survey to be completed in a timely manner, prior to our arrival please can you:

- Unlock & open all windows;
- Unlock & open all external doors;
- Open loft hatches;
- Open all kitchen cupboards and doors;
- Switch on all lights; and
- Open all fitted cupboards & wardrobes

The Surveyor will check the internal doors and windows to check for opening & closing condition.