

Survey Limitation Clauses

1. General

This document sets out the extent and limitations of our intentions and should be read and understood by the party for whom the report is being prepared.

It is our intention to inspect all parts of the property that are reasonably accessible and to prepare a report describing the construction of the property, any defects found and remedial action considered necessary.

We will not be inspecting framing, woodwork or other parts of the structure that are covered, unexposed or inaccessible and will therefore be unable to report that any such part of the property is free from defect.

Where further specialist testing or investigation is agreed as necessary, clients are generally happy for us to obtain quotations from consultants with whom we are familiar and appoint them on the client's behalf, liaising between the client and the consultant on the findings of their inspection. However, this does not mean that we are acting as the client's agent in respect of liability for payment of fees to the consultant or any other matters related to the consultant's performance. The consultant will always confirm their fee and the limitations of their inspection directly with the client and will be directly employed by the client.

1.1. Excluded Materials

Our inspection will be restricted to a visual inspection only. We shall not undertake testing to determine if the materials scheduled below are present. There are usually excluded from building specifications on the grounds of structural defects, health, safety or environmental hazards or inadequate durability.

We will not therefore be able to report that the building is free from risk in this respect. We will make recommendations within the main body of the report if we feel it likely any such tests are required. We will also arrange for any tests if agreed.

- a) High Alumina cement concrete used in structural elements.
- b) Woodwool slabs in permanent formwork to concrete or in structural elements.
- c) Calcium chloride in admixtures for use in reinforced concrete.
- d) Calcium silicate bricks, occasionally used in lieu of concrete or clay bricks often below dpc level.
- e) Mundic blocks or Mundic concrete, manufactured from quarry shale and common in the SW
- f) Natural aggregates for use in reinforced concrete which do not comply with British Standards BS882 and aggregates for use in concrete which do not comply with the provision of British Standard BS 8110.
- g) All forms of asbestos or materials containing asbestos.
- h) Silicate fibres, including asbestiform minerals and ceramic fibres with a diameter of three microns or less unless those fibres are so stabilised and sealed that airborne migration of such fibres are prevented.

- i) Lead or materials containing lead which may lead to:
 - Direct cutaneous absorption.
 - Lead in drinking water in excess of the limits specified in the Water Supply (Water Quality) Regulations 1989.
 - Lead in air concentrates in excess of the Health and Safety Executive limits published in Guidance Note EH40 under the Control of Substances Hazardous to Health Regulations 1988.
- j) Urea formaldehyde foam used as a thermal insulation material where free formaldehyde may be generated in concentrations in excess of the limits published by the Health and Safety Executive in Guidance Note EH40 under the Control of Substances Hazardous to Health Regulations 1988.
- k) PUR, PIR or EPS foam thermal insulation to composite cladding panels that is not stamped as approved by LPBC to comply with Loss Prevention Standard (LPS)1181, found to be a potential fire hazard by some insurance companies.
- l) Nickel sulphide inclusions in toughened glass and solar reflective glass.
- m) Polychlorinated Biphenyls used in electrical equipment hydraulic fluids, paints or any other applications.
- n) Fibrous vermiculate or materials containing fibrous vermiculate in which the fibres are not bound to prevent the migration of the fibres.
- o) Plastic materials used to contain and deliver drinking water, which have not been approved for that purpose by the Water Research Council and the British Standard Institution.
- p) Toxic Moulds ie the few species of moulds capable to produce mycotoxins known to initiate a toxic response in humans and/or pets.

2. Roof

If there is no access for a close inspection of a roof covering we will report on those parts of the roof that can be seen from ground level using a 3 metre ladder or an accessible location.

Roof spaces will be inspected if there is direct or reasonable safe access using a 3 metre ladder and it is safe to enter the roof space.

Where ladders over 3 meter length or mechanical access equipment are required we will advise if justified and arrange such access after agreement with the Client of the additional costs involved.

3. Floors

It is our intention to lift a selected sample of floorboards where possible to do so without damage, in order to inspect the general condition of the timber joists, but we shall not be raising fixed floor coverings or moving heavy or fitted fixtures unless you specifically require us to do so and you have obtained the permission of the vendor that these may be disturbed.

Where raised access floors, fitted floor coverings etc prevent inspection of floor structures we cannot confirm that such elements are free from defects, but we would make recommendations within the main report if we felt further investigations were justified.

4. Elevations

Inspection of the elevations facades will be from the ground with binoculars only. These will be carried out off cherry-pickers, scissor platforms or scaffold access, only by prior agreement with the client.

5. Services

It is our intention to report on the likely age and general condition of the mechanical and electrical services installations within the property from a visual inspection by a Building Surveyor only, unless instructions are agreed with you for services engineers and/or specialist contractors to be appointed to undertake more detailed surveys and/or testing. We would recommend such further specialist testing if found to be necessary during our visual inspection.

5.1. Site Contamination and Flooding

We will not carried out or commissioned formal enquiries or tests relating to potential soil or ground contamination of and /or flood risk to the site or neighbouring land. You should ensure that your solicitors have as much information as possible about the land and its previous uses. If these enquiries or our inspections reveal potential contamination then we will make recommendations for appropriate action, which may include site testing, a desktop study or obtaining a warranty from the vendor.

6. Drains

We will carry out a visual inspection of manholes, gullies etc., where safe, reasonable access is possible without the use of specialist lifting equipment. If problems are indicated or should you require a drain survey or tests to be undertaken, we will make the arrangements for this to be carried out subject to agreement.

7. Boundaries

It is our intention to report on the description and general condition of the boundaries. Your legal adviser should be in a position to advise you of the ownership and legally confirmed location of such boundaries.

8. Decorations

We shall make a general comment on the condition of the internal and external decorations and recommendations as to the desired frequency of decoration together with a note of any significant defects or suspect areas.

9. Measurements of Rooms / Site Survey

It is not our intention to measure rooms, unless specifically requested. However, should a detailed survey drawing be required of the site, property or part thereof, this can be prepared subject to agreement.

10. Leasehold and Multi-Occupancy Properties

Where the property is to be inspected is a leasehold and/or multi-occupancy property, we need to view the relevant clauses of the lease or other document setting out the prospective purchaser's responsibility towards the cost of repair and upkeep of the building as a whole, the extent of the work

this covers, and an indication of any works programmed for the future and the method of funding those works, if we are to comment on these matters in the report.

The inspection will be limited to the parts of the property as instructed and those reasonably accessible parts of the building as a whole for which the prospective purchaser will have a responsibility in common with others, together with all visible external areas.

We shall make a general visual inspection of lifts, security equipment, communal heating and hot water systems and other services and, as a result, advise if specialist tests and reports are required for specific items.

11. Safety

If the Client is aware of any potential dangers that the surveyor may encounter at the property, including vacant premises, unguarded holes, unsafe or inoperative electrical systems, flooding, vermin infestation, structural instability, known asbestos or other contamination risks etc., they have a duty to advise us prior to inspection.

We will not be able to confirm whether any glass present has been properly heat soaked in order to prevent the spontaneous shattering phenomenon associated with some toughened and solar reflective glass. Where the installation of toughened glass is appropriate we will not be able to confirm the exact specification for the glass used and can only confirm the presence of a BS Kite mark as indicative of suitable safety glass.

We will not consider the effect of low frequency electromagnetic fields on the premises or its occupants.

12. Valuations

We do not include advice on the value of the building either for sale or letting nor can we therefore advise on any diminution of the value due to any defects found. We can include general guidance only on the likely level of the costs of any repair works necessary.

Fire insurance valuations can be given if we are separately instructed to do so prior to undertaking the survey.

13. Costs

Where costs are given in the report for works identified, these will be approximate budget costs only, based on our experience of the likely cost of such works when undertaken by a suitable main contractor. The costs will not be based on quotations obtained from contractors nor detailed measurement and calculation that would be required if more accurate costs were needed. Such more detailed cost estimating would be subject to further client instructions if required.

14. Photographs

We would normally include suitably referenced photographs of the property and key defects noted in an appendix to the report to explain or clarify the text.

15. Legal Advice

We always assume that the Client is receiving separate legal advice and that any comments we make regarding leases, boundaries etc., will be clarified with the Client's legal advisers.

16. Privacy of Contract

The report will be confidential to you and for your sole benefit as the person for whom the report is being prepared. Whilst it may be shown to other professional advisers acting for you in connection with the property, the contents may not be disclosed to nor made use of by any third party without our express prior consent in writing, without which no responsibility to any such third party can be accepted.