



Date: 25 July 2024  
Our Ref: MEW – LS6267

Mr D Abram  
Sent via email:  
Hullensianproperty.uk

Dear Mr Abram,

**Re: 72 Princes Avenue, Hull, HU5 3QJ**

Thank you for your instructions to carry out a Building Survey Report on the above property.

Enclosed is a copy of the Conditions of Engagement, so that you may be fully aware of the scope and limitations of the inspection and report.

**IMPORTANT** – Before signing the Conditions of Engagement, please read them carefully as they will form part of the legally binding contract between us. If there is any term of the contract documentation that you do not understand, then please discuss it with a representative of Lincolnshire Surveyors Limited before signing. Only sign the Conditions of Engagement if you wish to be bound by the terms contained within them.

By signing the Conditions of Engagement, you will be instructing Lincolnshire Surveyors Limited to prepare a Building Survey Report. Lincolnshire Surveyors Limited will prepare the Building Survey Report subject to the terms of the Conditions of Engagement enclosed.

**Please note that the report will not be carried until full payment and signed Conditions of Engagement have been received. They can be returned to our administrative office: **Lincolnshire Surveyors Limited, Six Oaks, Main Street, Retford, DN22 0RJ** or alternatively you can email them to **[info@lincolnshiresurveyors.org.uk](mailto:info@lincolnshiresurveyors.org.uk)**. Please see enclosed invoice for payment details.**

Yours sincerely,

M E Waterfield, FRICS  
Lincolnshire Surveyors Limited

## **Specific Terms**

### **1. Introduction**

- a) 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.
- b) The individual carrying out the inspection and providing advice will be a chartered surveyor.
- c) The Surveyor will use all of the care and skill to be reasonably expected of an appropriately experienced chartered surveyor.

### **2. Content of the Report**

In accordance with these terms the surveyor will report upon:

- a) The main aspects of the property including assessing the site/location, the design, structural framework, fabric and services.
- b) The grounds, boundaries and environmental aspects considered to affect the property.
- c) Any requirements for further investigation arising from the inspection.

### **3. Delivery of the Report**

- a) The report is to be delivered by the date agreed or at such later date as is reasonable in the circumstances.
- b) The Surveyor will send the report to the client's address (or other agreed address) for the sole use of the client. The client agrees to keep the report confidential disclosing its contents only to the client's professional advisers. In particular (but without limit) the client must not disclose the whole or any part of the report to any person (other than a professional adviser) who may intend to rely upon it for the purpose of any transaction.

### **4. Payment of Fees**

- a) The client will pay the agreed fee, any VAT and any agreed disbursements.
- b) The client will be liable for interest on any late payment at the rate of 8% pa above the Bank of England base rate current at the date of the relevant fee account.
- c) Full payment is required prior to the survey being undertaken.

### **5. Cancellation**

In the case of cancellation, the Surveyor will refund any money paid by the client, except for expenses reasonably incurred.

- a) The client will be entitled to cancel the contract by notifying the surveyor's office at any time before the day of the inspection.
- b) The Surveyor will be entitled not to proceed with the provision of the service (and will so report promptly to the client) if, after arriving at the property, concludes that it is materially different from that described during the initial enquiry.

### **6. Assumptions**

Unless otherwise expressly agreed the Surveyor while preparing the report will assume that:

- a) The property (if for sale) is offered with vacant possession;
- b) The property is connected to mains services with appropriate rights on a basis that is known and acceptable to the client; and
- c) Access to the property is as of right upon terms known and acceptable to the client.

## **7. Scope of the Inspection**

### **a. Generally**

- i) The Surveyor will consider his or her advice carefully but is not required to advise on any matter the significance of which in relation to the property is not apparent at the time of inspection from the inspection itself or from any other research undertaken.
- ii) The Surveyor will inspect diligently but is not required to undertake any action which would risk damage to the property or injury to him or herself.
- iii) The Surveyor will not undertake any structural or other calculations.

### **b. Accessibility**

- i) The Surveyor will inspect as much of the internal and external surface area of the building as is practicable but will not inspect those areas which are covered, unexposed or not reasonably accessible from within the site, or adjacent public areas.
- ii) The Surveyor is not required to move any obstruction to inspection including, but not limited to, furniture and floor coverings.

### **c. Floors**

With the permission of the owner, the surveyor will lift accessible sample loose floorboards and trapdoors, if any, which are not covered by heavy furniture, ply or hardboard, fitted carpets or other fixed floor coverings. The Surveyor will not attempt to cut or lift fixed floorboards without express permission of the owner.

### **d. Fixed covers or housings**

The Surveyor will not attempt to remove securely fixed covers or housings without the express permission of the owner.

### **e. Roofs**

The Surveyor will inspect the roof spaces if there are available hatches which are not more than three metres above the adjacent floor or ground. Where no reasonable access is available, the roof spaces will not be inspected. Similarly, outer surfaces of the roof or adjacent areas will be inspected using binoculars, but will be excluded if they cannot be seen.

### **f. Boundaries, grounds and outbuildings**

The inspection will include boundaries, grounds and permanent outbuildings but will not include constructions or equipment with a specific leisure purpose including, without limit, swimming pools or tennis courts.

### **g. Services**

The Surveyor will carry out a visual inspection of the service installations where accessible. Lightweight drainage inspection covers will be lifted where they are accessible and it is safe and practicable to do so. No tests of the service installations will be carried out, although general overall comments will be made where possible and practicable. The Surveyor will report if it is considered that tests are advisable.

### **h. Areas not inspected**

The Surveyor will identify any areas which would normally be inspected but which he or she was unable to inspect.

### **i. Flats or maisonettes**

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 or particular block in which the subject flat is situated. Other flats will not be inspected. The Surveyor will state in the report the limits of access and/or visibility in relation to the common parts and structure. The surveyor will state whether he or she has seen a copy of the lease and, if not, the assumptions as to repairing obligations on which he or she is working.

**j. Environmental and other issues**

- i) Particular noise and disturbance affecting the property will only be noted if it is significant at the time of the inspection.
- ii) The Surveyor will report on any obvious health and safety hazards to the extent that they are apparent from elements of the property considered as part of the inspection.

**8. Hazardous Materials and Ground Conditions**

- a) Unless otherwise expressly stated in the report, the Surveyor will assume that no deleterious or hazardous materials or techniques have been used in the construction of the property. However, the surveyor will advise in the report if, in his or her view, there is a likelihood that deleterious material has been used in the construction and specific enquiries should be made or tests should be carried out by a specialist.
- b) Subject to clause 7b the surveyor, based upon a limited visual inspection, will note and advise upon the presence of lead water supply pipes and asbestos.
- c) The Surveyor will advise in the report if the property is in an area where, based on information published by the Health Protection Agency, there is a risk of radon. In such cases the surveyor will advise that tests should be carried out to establish the radon level.
- d) The Surveyor will advise if there are transformer stations or overhead power lines which might give rise to an electromagnetic field, either over the subject property or visible immediately adjacent to the property. The surveyor is not required to assess any possible effect on health or to report on any underground cables.

**9. Ground Conditions**

The Surveyor will not be required to comment upon the possible existence of noxious substances, landfill, mineral extraction, or other forms of contamination.

**10. Consents, Approvals and Searches**

- a) The surveyor will be entitled to assume that the property is not subject to any unusual or onerous restrictions, obligations or covenants which apply to the property or affect the reasonable enjoyment of the property.
- b) The 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 enquiries should be made by the client or the client's legal advisers. Drawings and specifications will not be inspected by the surveyor unless otherwise previously agreed.
- c) The surveyor will be entitled to assume that the property is unaffected by any matters which would be revealed by a local search 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.

**11. Additional Services**

The surveyor will provide, for an additional fee, such additional services (for example, a Market Value) as may be agreed between the surveyor and the client and confirmed by the surveyor in writing. Such additional services will be subject to separate Terms and Conditions of Engagement.

**12. Miscellaneous**

- a) Unless expressly provided, no term in the agreement between the surveyor and the client is enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person other than the surveyor or the client.

- b) For a breach of contract or a duty of care relating to our valuation: 10% (ten percent) of our valuation of the property. For example, if we value the property at £300,000, any damages you could recover from us would be limited to £30,000.
- c) For a breach of contract or duty of care relating to a defect: an amount equivalent to 20x (twenty times) the fee you have paid for this service. For example, if you paid £400, our maximum compensation that we are obliged to pay would be limited to £8,000.  
This 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.
- d) Dispute resolution - in the event that the client has a complaint regarding the standard of service he or she has received, a formal complaints handling procedure will be followed. A copy of the surveyor's complaints handling procedure is available upon request. Using the surveyor's complaints handling procedure will not affect the client's legal rights.
- e) The client may only rely upon the surveyor's advice and report for purposes described in the particulars or communicated to the surveyor in writing prior to the agreement of the fee and if the client wishes to rely upon such advice and report for any other purpose he or she may only do so with the written consent of the surveyor.



**TERMS AND CONDITIONS OF ENGAGEMENT FOR  
BUILDING SURVEYS AND REPORTS – RESIDENTIAL PROPERTY**

**Ref: MEW – LS6267 – 07/08/2024**

- |   |   |
|---|---|
| 1. Name and Address   | _____   |
| _____   |   |
| 2. The Surveyors (Name and Address)   | Lincolnshire Surveyors Limited<br>36 Broadway<br>Lincoln<br>LN2 1SH |
| _____   |   |
| 3. Address of Property  | _____   |
| _____   |   |
| 4. Purpose of the Report  | Proposed Purchase   |
| _____   |   |
| 5. If survey relates to a purchase, agreed purchase price   | £   |
| _____   |   |
| 6. If you have any special requirements, please email them to:<br>info@lincolnshiresurveyors.org.uk |   |

**PLEASE RETURN THIS FORM**

## BUILDING SURVEY ACCEPTANCE FORM

**\*\*PLEASE NOTE THAT IF THE APPLICATION IS IN JOINT NAMES THEN BOTH SIGNATURES ARE REQUIRED\*\***

Address of Property to be inspected: 72 Princes Avenue, Hull, HU5 3QJ

Ref: MEW – LS6267 – 07/08/2024

### Report to be sent to:

Name: .....

Address: .....

Daytime Telephone: .....

Evening Telephone: .....

Email Address: Please provide: .....

All reports will be distributed by email only, unless stated. Please tick if you do not wish the report to be distributed by email ☐.

By signing this Acceptance Form, you will be instructing Lincolnshire Surveyors Limited to prepare a **Building Survey Report**. Lincolnshire Surveyors Limited will prepare the Building Survey Report subject to the terms of the contract documentation enclosed with Lincolnshire Surveyors Limited's letter of 25/07/2024.

### IMPORTANT – Please note:

- The Building Survey does **not** include tests or specialist reports.
- Before signing this Acceptance Form, please read carefully the contract documentation as it will form part of the legally binding contract between us. If there is any term of the contract documentation that you do not understand, then please discuss it with a representative of Lincolnshire Surveyors before signing. Only sign this Acceptance Form if you wish to be bound by the terms of the contract documentation.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**PLEASE RETURN THIS FORM TO OUR ADMINISTRATIVE OFFICE: Lincolnshire Surveyors Limited, Six Oaks, Main Street, Grove, Retford, DN22 0RJ OR ALTERNATIVELY EMAIL: [info@lincolnshiresurveyors.org.uk](mailto:info@lincolnshiresurveyors.org.uk)**

Please note that both parties must sign if the Report is to be issued in joint names.

**PLEASE RETURN THIS FORM**