

Modrics Chartered Surveyors

Terms of Business – Building Surveys & Homebuyer Reports

1. Introduction & Definitions

These Terms of Business ("Terms") constitute the contract between **Modrics Chartered Surveyors** ("We", "Us", "Our") and the client named in our confirmation of instruction ("You", "Your"). Together with our Confirmation of Instruction, these Terms form the entire agreement.

2. Scope of Services

- We will undertake either a Homebuyer Report or a Full Building Survey, as confirmed in writing.
 - Our inspection is visual only, non-invasive, and carried out to industry best practice.
 - No opening-up of the structure will be undertaken. We will not move furniture, lift floor coverings, or disturb finishes.
 - Our report provides a professional opinion on the property at the date of inspection only. It is not a guarantee or warranty of future condition.
 - Reviewing or confirming the adequacy of warranties, guarantees, building regulation approvals or planning permissions is outside the scope of our service and will not be undertaken.
 - Any areas that are inaccessible, unsafe, or outside the agreed scope will be excluded from inspection.
 - Modrics Chartered Surveyors use both our own bespoke reports and the RICS Home Survey templates, depending on the surveyor carrying out the instruction. The choice of format will be at our discretion unless otherwise agreed in writing before the inspection. It is the client's responsibility to request a sample report in advance if they wish to understand the style, format, and level of detail they will receive. By proceeding with the instruction, you confirm that you are satisfied with the report type commissioned and acknowledge that report formats may vary. No complaint, claim, or refund will be considered on the grounds of report format, style, or layout, provided that the report delivers the agreed level of service (Homebuyer Report or Building Survey) as instructed.
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3. Limitations & Exclusions

- We do not investigate planning, building control compliance, rights of way, environmental contamination, or legal title matters.
- We accept no liability for defects that are hidden, latent, or which could not reasonably have been discovered during a visual inspection.
- Japanese Knotweed (including its presence on neighbouring land), asbestos, deleterious materials, contamination, radon, and other environmental hazards are excluded. The identification and management of Japanese Knotweed should be carried out by a specialist contractor, and we strongly recommend that a specialist survey is undertaken where there is any suspicion of its presence, as its removal can be expensive and mortgage lenders may require certification of eradication. You should ensure that investigations into the presence of Japanese Knotweed and asbestos are carried out prior to legal commitment to purchase and satisfy yourself that any risks are appropriately managed.
- Lead water supply pipes and asbestos will be noted, and advice given, if these materials can be seen but it must be appreciated that such materials are often only visible after opening which cannot be carried out at the risk of causing damage. We will not carry out a full asbestos inspection or act as an asbestos inspector. For flats, we will assume that there is a duty holder (as defined in the Control of Asbestos Regulations 2006) and that an asbestos register and effective management plan are in place and do not present a significant risk to health. We will not consult the duty holder as part of this inspection.
- We will not investigate any legal matters such as Planning, Building Control, or Highways. Your legal advisers must advise you on these matters. We will not carry out any investigation to determine if high alumina cement concrete, calcium chloride additive, asbestos or other deleterious material has been used in the construction of the property and cannot confirm that the property is free from such risks. We also do not investigate potential site contamination and assume the site is free from contamination for the purpose of this report. If contamination is subsequently identified, the property's marketability and value may be affected. Where relevant, the perceived nature of the sub-soil is described in the report but can only be confirmed by intrusive investigation such as trial holes. The possibility of made-up ground or groundwater issues has not been investigated. We recommend that you commission an environmental search and any necessary ground investigation prior to legal commitment.
- We will advise if there are transformer stations or overhead power lines which might give rise to an electromagnetic field over or adjacent to the property, but we cannot assess any potential impact on health. We cannot report on underground cables.

- We will assume that all byelaws, Building Regulations, and other statutory consents have been properly obtained for the property. In the case of new buildings, extensions, and alterations which require statutory consents or approvals, we will not verify whether such consents have been obtained. These enquiries must be made by you or your legal advisers. Drawings, plans, and specifications will not be inspected or verified by us as part of the survey. You must ensure through your legal advisers that all necessary consents and approvals are in place prior to purchase. Failure to do so may result in enforcement action, additional costs, or a reduction in the property's value, for which we accept no liability.
- The inspection may be limited by weather, lighting conditions, or other site factors. Where heavy rain, snow, extreme wind, darkness, or other adverse conditions prevent safe or thorough inspection, our report will note these limitations, and no liability is accepted for defects that were not visible at the time. If unsafe conditions are encountered (e.g. loose roof tiles, hazardous materials, aggressive animals, unsafe access ladders), we reserve the right to defer or curtail the inspection until it is safe to proceed.
- Any additional service over and above the standard Building Survey must be specifically agreed prior to the inspection. Clients must not include additional service requests or instructions outside the agreed scope within the 'notes for the surveyor' section of the instruction form, as these will not be acted upon unless formally confirmed and agreed.
- Photographs contained in the report are for illustrative purposes only. They are not exhaustive, and the absence of a photograph does not indicate the absence of a defect or concern.
- We do not test the electrics, gas, plumbing, heating systems, drainage, or any other services in the property. Our comments on these are based solely on visual inspection and should not be relied upon as confirmation of condition or compliance.
- We strongly recommend that you commission specialist inspections such as an Electrical Installation Condition Report (EICR), gas safety check, boiler service, and a CCTV drain survey prior to exchange of contracts to fully understand the condition of these systems.
- You should obtain for yourself, prior to purchase, all available warranties, guarantees, building regulation approvals and planning permissions and satisfy yourself that they are valid and enforceable. Reviewing or confirming the adequacy of these documents is outside the scope of a Building Survey or Homebuyer Report and will not be undertaken by Modrics Chartered Surveyors.
- Our cost estimates (if provided) are approximate and for budget guidance only. They do not constitute quotations. Actual costs can vary significantly, and you must obtain

competitive quotations from contractors before legal commitment. We accept no liability if costs exceed our indicative advice.

- We do not provide valuation advice or market value opinions unless separately instructed in writing.
- We do not move furniture, lift floor coverings, or disturb finishes during our inspection.
- Short ladders are taken on site for gaining access to loft voids of pitched roofs and the exterior of a low flat roof. Inaccessible flat roofs over 3 metres (10ft) above ground will not be inspected, nor will voids where the access hatch is sealed or inaccessible. Valley roofs cannot be inspected unless there is access from the interior of the property. Roof slopes will be inspected from ground level or from an available vantage point using binoculars. If reasonable access cannot be obtained, only those parts accessible shall be reported upon.
- We shall inspect flooring where it is not covered by floor coverings, both from the surface and from accessible cellars. Where floors are covered the information given will be very limited. We will not lift floorboards that are nailed in position. Large items of furniture will not be moved during the survey. The onus is on the purchaser to make detailed enquiries about any alterations carried out to the building, including whether there is a concealed cellar or other hidden void. Securely fixed covers or housings will not be removed, nor will any action be taken that could cause damage to the decorations or finishes.
- A damp meter is used to take random readings for dampness throughout the property, particularly to the ground floor to check for rising damp. The presence of a damp proof course can often not be determined from a visual inspection, but we will make recommendations if our tests indicate that damp proofing treatment is required. If you know of any previous damp proofing treatment carried out on the property, you should forward to us the specification and any guarantees.
- We do not carry out tests of the services — e.g. gas, electricity, water and drainage or other installations / fixtures or fittings. Further specialist advice should be obtained prior to legal commitment. The information given in respect of these items will be as a result of visual inspection only. An indication of the age, condition and adequacy of the electrical wiring, plumbing and central heating will be given, but these can only be fully determined by a test by an appropriate specialist. Drainage inspection covers will be lifted where they are readily accessible, and it is safe and practicable to do so.
- We will make a careful examination of the surface of all accessible timber for dry rot and other timber defects and will also advise on further investigation where we consider there is a risk of dry rot occurring. However, because of the nature of dry rot which

develops in concealed areas and only becomes visible after considerable damage has been caused, we can accept no liability if an outbreak is revealed after our survey.

- EWS1 and Fire Safety: Where the property is part of a block of flats or a building with cladding, we will not carry out a fire safety assessment or provide an EWS1 form. Your legal advisers must obtain evidence of compliance with current fire safety requirements and confirm that any necessary certification is in place.
 - Where a survey relates to a shared unit, the leases of which would be liable for a proportion of structural costs, we examine as much of the structure as possible from the exterior but do not gain access to other flats in the block. We inspect roof voids accessible from common areas providing we would not be trespassing by doing so or likely to cause damage. For the shared part of a large purpose-built block, we examine the structure around the ground level and make a more cursory examination of the remainder. In the case of a large development containing several blocks, only the block containing the subject flat will be inspected. The inspection is intended to give guidance on the general standard of construction and maintenance, highlighting items likely to require attention within the next decade rather than listing minor issues normally dealt with as part of routine maintenance.
 - For reporting purposes, and as part of our professional methodology, any parts of the structure or woodwork that are covered, unexposed, or inaccessible will not be inspected and will be assumed to be sound unless there is visible evidence to the contrary.
 - Unless otherwise expressly stated, in making the report, the following assumptions will be made: that no high alumina cement concrete or calcium chloride additive or other deleterious material was used in the construction of the property, and that the land is not contaminated or a landfill site; that the property is not subject to any unusual or especially onerous restrictions, encumbrances or outgoings and that good title can be shown; that the property and its value are 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, nor its use, nor its intended use, is or will be unlawful; that inspection of those parts which have not been inspected would neither reveal material defects nor cause the surveyor to alter the valuation materially; and that no contaminative, hazardous or deleterious materials or techniques have been used, and that there are no serious defects in the state of any wall ties or cladding fixings. For buildings over three storeys in height, we will not comment on the cladding system or its compliance with current fire safety regulations. Your legal advisers must investigate this matter and obtain all necessary certification and documentation before commitment to purchase.
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4. Client Obligations

You agree to:

- Ensure that the estate agent, seller, or any other party responsible for providing access is available at the agreed appointment time.
- Accept that if access is not provided at the agreed time, an abortive fee of 50% of the agreed survey fee will be charged, and a new appointment will be required at an additional cost.
- Submit the correct instruction form. If a Homebuyer Report is required but a Full Building Survey instruction form is submitted (or vice versa), we will carry out the survey type indicated on the submitted form. We will not cross-reference email or telephone communications against the form, and any error in the selection of survey type remains entirely the client's responsibility. No refunds, re-surveys, or fee reductions will be offered where an incorrect instruction form was submitted, and any subsequent change will require a new instruction and full payment of the applicable fee.
- Confirm that the property is adequately insured for public liability risks during the inspection to protect against injury or damage claims.
- Ensure that all fragile, valuable, or breakable items are put away safely prior to inspection. Modrics Chartered Surveyors will not accept responsibility for accidental damage to such items during the survey.
- Ensure that all keys are available and in working order. We are not responsible for damage caused by faulty locks or keys, including breakages occurring during reasonable attempts to gain access. Any costs incurred for locksmiths, repairs, or replacement keys due to faulty locks or broken keys will be the responsibility of the client.
- Ensure that tenants, occupiers, or any third parties are notified in advance of the inspection date and that clear, unobstructed access is provided throughout the property.
- We will not be responsible for surveying areas that are cluttered, inaccessible, or obstructed. We will not move personal belongings, furniture, or possessions to gain access, and it is the client's responsibility to ensure all areas are clear before the inspection. Any areas missed due to clutter or obstruction will not be re-inspected free of charge and will require a separate appointment and additional fee.
- Provide any relevant documentation (e.g., guarantees, plans, lease details) prior to inspection.

- Notify us of any known issues or previous alterations. Failure to disclose relevant information may limit or exclude our liability for related issues identified after the report is issued.
 - Provide, to the best of your knowledge, all material information about the property which may affect the inspection or report.
 - You acknowledge that hidden, concealed, or inaccessible areas of the building will not be inspected or commented on within the report, and no liability will be accepted for defects discovered in such areas after completion of the survey.
 - Failure to comply with the above obligations may result in delays, additional fees, or cancellation of the inspection, and Modrics Chartered Surveyors accepts no liability for any resulting loss or inconvenience.
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5. Fees & Payment

- Our fee is as agreed in our confirmation of instruction.
 - Payment must be made in full to enable the survey report to be dispatched.
 - Payment should be made within 7 working days from the date of invoice.
 - No chargebacks or payment disputes are permitted once the service has been provided.
 - Failure to pay within the stated timeframe will result in the matter being escalated, and legal action or debt recovery procedures may be initiated.
 - We reserve the right to charge interest on overdue sums at 8% above the Bank of England base rate.
 - Additional fees may be charged for reinspections or return visits if initial access is restricted.
 - No reliance may be placed on the report until payment is received in full. Modrics Chartered Surveyors reserves the right to withhold the release of the report until cleared funds have been received, regardless of any client deadlines or urgency.
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6. Reliance & Intellectual Property

- The report is for your sole use and must not be disclosed to or relied upon by any third party without our prior written consent.

- We accept no responsibility to third parties who rely on the report without our consent. We may charge an administration fee for reissuing or consenting to third-party reliance.

Copyright & Confidentiality: The report and all associated photographs, sketches, and appendices remain the intellectual property of Modrics Chartered Surveyors. The report is prepared solely for the use of the named client and must not be copied, distributed, reproduced (in whole or in part), published, or shared with any third party — including the seller, estate agent, or contractor — without our prior written permission.

Extracts or summaries must not be produced or shared without our consent, as selective quoting can be misleading. Any unauthorised use, distribution, or disclosure of the report is strictly prohibited and may constitute a breach of copyright law. Modrics Chartered Surveyors reserves the right to take legal action and seek recovery of losses, costs, and damages resulting from any misuse or unauthorised sharing of its reports.

7. Liability & Limitation of Claims

Our total aggregate liability for any claim shall be the fee paid for the survey. We exclude all liability for indirect, consequential, special, or economic loss, including loss of profit, loss of opportunity, or diminution in property value.

No Indirect Loss: We exclude liability for any indirect, consequential, special, or economic loss, including but not limited to loss of profit, loss of opportunity, loss of anticipated savings, loss of rental income, or diminution in property value.

Report Validity: The report is valid on the date of inspection only. We have no obligation to update it or notify you if the property condition changes thereafter.

Latent Defects: We cannot be held liable for any latent, hidden, or concealed defects which were not reasonably discoverable at the time of inspection, nor for any areas we could not access safely.

Future Deterioration: We accept no responsibility for any future deterioration, defects, infestations, or damage which occurs after the inspection date, regardless of whether such deterioration is progressive or sudden.

Estimates: Any cost estimates provided are indicative only, for budget purposes, and not quotations. Actual repair costs may vary significantly, and we accept no liability for differences between our indications and contractor quotations.

Specialist Reports: Where we recommend further investigations or specialist reports, no liability is accepted for any matter which would have been revealed by such investigations if the client fails to obtain them prior to legal commitment.

Reliance on Information: We are entitled to rely on information provided by you, the vendor, the estate agent, or other third parties, and we accept no responsibility for loss arising from inaccurate, incomplete, or misleading information supplied to us.

No Duty to Third Parties: This report is provided solely for your use as our named client. No responsibility or duty of care is accepted to any third party who may rely on it without our express written consent.

Verbal Advice: Verbal comments made prior to or during the inspection are given as guidance only and cannot be relied upon unless confirmed in writing within the report.

Time Limits for Claims: Any claim must be notified to us in writing within 6 months of the date of the report. Claims made outside this period will not be accepted.

Proportional Liability: Our liability shall be proportionate to the extent of our responsibility. If others are partly responsible for the loss, our liability will be limited to a fair share, having regard to their contribution.

Exclusion of Liability: Nothing in these Terms excludes or limits our liability for death or personal injury caused by our negligence, fraud, or any other liability which cannot lawfully be excluded. All other liability is fully excluded permitted by law.

8. Cancellations & Termination

- You may cancel in writing more than 48 hours before the inspection date for a full refund, less a £50 administration fee.
- Cancellations within 48 hours of inspection are chargeable at 100% of the agreed fee.
- We reserve the right to terminate the instruction if access is unsafe or if the property type is outside our expertise. In such cases, a full refund will be provided.

9. Force Majeure

We are not liable for any delay or failure to perform our obligations due to events beyond our reasonable control, including but not limited to extreme weather, strikes, pandemics, or other unforeseen circumstances.

10. Complaints Procedure

We strive to provide the highest professional service. If you are dissatisfied, please notify us in writing by emailing admin@modrics.co.uk. Complaints must be submitted within 3 months of the report date. We will acknowledge receipt within 5 working days and investigate thoroughly, providing a full written response within 30 working days. If further information is required from you to investigate the complaint, the timeframe will pause until such information is received. This process must be completed before any legal action is taken.

11. Data Protection & Privacy

We process personal data in compliance with UK data protection laws. Your information will only be used to fulfil our services, comply with legal obligations, and will not be shared with third parties without your consent, except where required by law.

12. Independence & Professional Integrity

- Some referrals may be commission based. We confirm that any commission arrangements do not influence our professional opinion or the contents of our reports.
- The details of our instructions and the contents of our reports remain independent and confidential to you as our client.

13. Anti-Money Laundering

We are legally required to report any suspicion of money laundering to the National Crime Agency without prior notice.

14. Governing Law & Jurisdiction

These Terms are governed by the law of England and Wales. The parties submit to the exclusive jurisdiction of the courts of England and Wales.

15. Entire Agreement

- Any dispute arising out of these Terms shall be brought exclusively in the courts local to our business address.
- If any clause in these Terms is found to be invalid or unenforceable, the remaining clauses shall remain in full force and effect.
- These Terms, together with our confirmation of instruction, represent the entire agreement between the parties and supersede any prior understanding, representation, or agreement.