

Encompass Surveying Limited: TERMS AND CONDITIONS FOR SURVEYING SERVICES

1. Definition & Interpretation

a. In these Terms and Conditions, the following words shall have the following meanings:

- **'The Company'**: Encompass Surveying Ltd (Company no GB 09456470)
- **'Contract'**: The combination of the fee proposal or estimate and these Terms and Conditions. The Contract is subject to the law of England and Wales.
- **'Client'**: The person, firm, or company with whom Encompass Surveying Ltd makes the contract, including any principal on whose behalf the Client orders services.
- **'Services'**: The surveying services supplied by the Company pursuant to the Contract, including but not limited to Defect Surveys, Building Surveys, and Party Wall Surveying.

b. References herein to conditions are, unless otherwise stated, conditions in these Terms and Conditions. c. The headings are inserted for convenience only and have no legal effect.

2. Basis of Sale

a. All contracts shall be concluded upon the basis of these Terms and Conditions, together with any special conditions issued by the Company prior to or with acceptance of the Client's instruction.

b. No terms or conditions submitted by the Client to the Company shall prevail over these Conditions.

c. All instructions shall be deemed to be an offer by the Client to purchase the services pursuant to these Terms and Conditions.

d. The Company reserves the right to publish general information regarding projects for marketing purposes, excluding any personal details or confidential information without prior consent.

3. Scope of Services & Limitations

a. The Company provides non-intrusive, visual inspections of accessible areas of the property. The survey does not involve destructive testing, lifting carpets or floor coverings, moving furniture, or opening concealed areas such as walls, ceilings, and floors.

b. The surveyor will assess only what is visible and accessible at the time of the inspection. Areas that are obscured, inaccessible, or locked will not be included in the assessment.

c. The survey does not include testing of services such as electrical, gas, plumbing, heating, drainage, or any other mechanical installations.

d. The Client acknowledges that survey reports are based on visual inspections and reasonable professional judgment. The Company shall not be held responsible for latent or hidden defects.

e. For Party Wall Surveying, the Company acts impartially in accordance with the Party Wall etc. Act 1996. The Client acknowledges that our role is to administer the Act and not to act as an advocate for either party.

4. Limitations and Exclusions

- a. The surveyor will not be liable for any defects, issues, or risks that were not visible or accessible at the time of the inspection.
 - b. No guarantee or warranty is provided regarding the condition of hidden structural elements or areas that could not be inspected.
 - c. The survey is based on the property's condition on the date of the inspection. Any subsequent changes or deterioration are not covered.
 - d. The survey does not constitute a valuation of the property nor provide an insurance reinstatement cost.
 - e. The survey does not cover legal matters, compliance with building regulations, or planning permissions. Clients are advised to seek specialist advice on these matters.
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5. Fee Proposals & Additional Charges

- a. Fee proposals are based on the information available at the time of issue. If further complexities arise, the Company reserves the right to charge additional fees. Any such additional fees will be agreed upon before further work is undertaken.
 - b. Where extra work or expenses arise beyond the control of the Client or the Company, such additional work will be charged at an agreed fixed or hourly rate, as per Schedule A.
 - c. A fee invoice for all surveying services (including site visits, reports, and surveys) will be issued for advance payment. Work will not commence until payment is received unless otherwise agreed in writing.
 - d. The Company reserves the right to issue interim invoices for work completed to date if delays occur due to factors beyond our control, such as Client inaction or third-party approvals. Payment remains due as per standard terms. e. Party Wall Award fees are statutory payments and must be settled upon receipt of the invoice. The standard 7-day payment terms do not apply.
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6. Client Responsibilities

- a. The Client is responsible for ensuring that the surveyor has access to all necessary areas of the property at the agreed time of inspection.
- b. The Client acknowledges that limitations in access, obstructions, or restrictions on the inspection may impact the findings of the survey.

c. The Client is responsible for ensuring that all relevant property information is disclosed to the Company, including any historical alterations or modifications.

d. The Client shall arrange site access and permissions where required. The Company is not responsible for delays caused by restricted access. e. The Company is not liable for inaccuracies in third-party documents or information supplied by the Client.

7. Liability & Limitations

a. The Company's liability is limited to the fee paid for the survey. No liability is accepted for any consequential loss or indirect damages.

b. The Company shall not be liable for any issues arising from future deterioration, latent defects, or matters beyond the scope of the inspection.

c. Any claims must be made in writing within six months of the survey date, failing which the surveyor shall have no further liability.

d. The Company shall not be held liable for losses resulting from incorrect or incomplete information supplied by the Client or third parties.

e. The Company's liability for failure to provide the services shall be strictly limited to the excess (if any) of the cost to the Client of obtaining similar services in the cheapest available market over the price agreed with the Company.

8. Use of the Report

a. The survey report is provided for the sole use of the Client and may not be relied upon by any third party without written consent.

b. The report does not constitute a warranty or guarantee of the property's condition and should not be relied upon as such.

9. Payment Terms & Late Payments

a. All invoices must be paid within 7 days of the invoice date unless otherwise agreed.

b. Late payments will incur interest at 8% above the Bank of England base rate.

c. The Company reserves the right to pass unpaid invoices to a debt recovery agency, with all associated costs payable by the Client. d. Cancellations of site visits require at least one working day's notice. The Company reserves the right to charge up to 75% of the fee for late cancellations. e. VAT will be applied to qualifying services at the standard rate.

10. Governing Law

a. These terms and conditions are governed by the laws of England and Wales, and any disputes shall be subject to the exclusive jurisdiction of the courts in that jurisdiction.

11. Complaints Procedure

a. The Company has a two-stage complaints procedure. In the first instance, complaints should be submitted in writing to: **Mrs Dawn Alford** encompass Surveyors Ltd the studio,17 Sandfield Avenue, Littlehampton BN177LL

b. If unresolved, the Client may escalate the complaint to an independent redress provider: **Centre for Effective Dispute Resolution (CEDR)** 70 Fleet Street, London, EC4Y 1EU Tel: 020 7536 6000

Schedule A: Hourly Rates & Miscellaneous Charges (VAT applicable)

- **Surveyor:** £180.00 per hour
 - **Mileage (outside 3-mile radius):** £0.50 per mile
 - **Land Registry Title Register/Plans:** £7.00 per title/plan
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Effective Date: March 2022