

APPENDIX B

TERMS AND CONDITIONS OF ENGAGEMENT FOR DEFECTS ANALYSIS AND ROOF/CHIMNEY INSPECTIONS & SPECIFIC STRUCTURAL SURVEYS.

Subject to express agreement to the contrary and any agreed amendments/additions, the terms upon which the Surveyor will undertake the **Defect Analysis Inspection** are set out below.

1. General

Based on an inspection as defined below, the Surveyor will advise the client through a written report on his opinion of the visible condition and state of repair of the subject property.

The inspection will be carried out in a single visit unless otherwise previously agreed. The comments made in the Report are given on the understanding the property was fully furnished and occupied at the time of the inspection and that no tests were applied to any of the services.

2. The Inspection

During our inspection of the premises as presently existing, which will normally be carried out in a single visit, we shall check all visible exposed and accessible elements of construction.

We will not arrange for exposure works to be carried out to the superstructure or below ground or carry out tests for high alumina cement concrete, calcium chloride, asbestos, or the use of wood wool slabs as permanent shuttering but, where appropriate, will seek further instructions for these to be carried out for an additional charge.

We request that large or aggressive dogs be isolated for the duration of the survey duration. We ask that small children also be managed so that they are in a different area or room of the property as the Surveyor while the inspection is underway. We request that personal pictures or belongings that you do not want photographed be removed or laid flat for the duration.

(a) Accessibility and Voids

The Surveyor will inspect as much of the surface area of the structure as possible but will not inspect those areas which are covered, unexposed or inaccessible. Cupboards shall not be emptied, and no heavy furniture shall be moved. The Report will specifically exclude all covered, unexposed, or inaccessible areas and buried elements of construction, such as foundations and built-in steels and timbers. Unexposed structure cannot be inspected, and therefore, the Surveyor cannot report that any such part of the property is free from defect.

If the inspection requires access to areas such as above or below flats, neighbouring properties, or neighbour's gardens to view certain parts of the property, roof, or grounds, the client must arrange access prior to the inspection. If the surveyor encounters these access issues on the day of the inspection, it is unlikely that these areas will be accessed and covered in the report, and we will accept no liability for this.

(b) Floors

The Surveyor will lift accessible sample loose floorboards and trap doors, 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 raise fixed floorboards without permission. We do not assume liability or responsibility for any damage to ceilings, walls, or floor coverings, nor take responsibility for any repairs needed when lifting them to facilitate inspections. The inspection will only include areas/issues pertinent to the provided instructions.

(c) Roofs

The Surveyor will inspect the roof spaces to see if hatches are available. 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 3.0m (10'00") above the floor or adjacent ground. It may, therefore, not be possible to inspect roofs above this level. In such cases pitched roofs, will be inspected with the aid of binoculars. The Surveyor will follow the guidance in Surveying Safely, issued by the RICS in April 1991. This incorporates the guidance given in Guidance Note GS31 on the safe use of ladders and step ladders issued by the Health and Safety Executive. Where previously agreed and if the legal and safety conditions can be adequately met, a drone will be used to capture images of the property. Drone Service is subject to weather and flight restrictions on the day of the survey. The inspection will only include areas/ issues pertinent to the provided instructions unless a whole Roof Survey is instructed.

(d) Grounds, Boundaries and Outbuildings.

The inspection will include the above, but specialist leisure facilities such as swimming pools, equestrian facilities and tennis courts will not be inspected. The inspection will only include areas/ issues pertinent to the provided instructions.

(e) Services

The Surveyor will not inspect service installations. However, if any dangerous conditions related to services are observed during the inspection, they will be noted in the report. The services will not be tested as part of a Defect Analysis Inspection.

(f) Areas Not Inspected

The Surveyor will identify any areas which would normally be inspected but which he/she was unable to inspect and indicate where he/she considers that access should be obtained or formed. Furthermore, the Surveyor will advise upon possible or probable defects based upon evidence from what he/she has been able to see. The Surveyor will not arrange for exposure works to be carried out to the superstructure or below ground or carry out tests but will seek further instructions for these to be carried out for an additional charge.

(g) Flats

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. The Surveyor will state in his /her Report any restrictions upon accessibility to the common parts or visibility of the structure. The Surveyor will state if a copy of the lease has been seen and, if not, the assumptions as to repairing obligations made. The client is reminded that, particularly in 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 decade and not to list those minor points which would normally be taken care of in the course of routine maintenance. (Many flats form part of large developments consisting of several blocks. In such cases the Surveyor will inspect only the one block in which the flat is situated).

3. Deleterious and Hazardous Materials

(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/her view, there is a likelihood that high alumina cement (HAC) concrete has been used in the construction and that, in such cases, specific enquiries should be made, or tests carried out by a specialist.

(b) 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 up – see paragraph 2 (a). The Surveyor has not allowed for any sampling or testing of suspected asbestos material.

4. Contamination

S57 of the Environment Act 1995 is expected to be activated, bringing into effect Part IIA of the Environmental Protection Act 1990. Under this legislation the Local Authority are under a duty to establish contaminated sites in their

district and may issue Remediation Notices requiring sites to be cleared of contamination.

The Surveyor will not comment upon the existence of contamination as this can only be established by appropriate specialists. For your own protection we recommend that a desktop study is carried out prior to purchase to ascertain if your site is contaminated, or may be contaminated now or in the future, by uses on adjoining sites. The Surveyor or your solicitor can arrange for this Report to be undertaken by a specialist company.

5. Consents, Approvals and Searches

(a) The Surveyor will assume that the property is not subject to any unusual or especially onerous restrictions or covenants which apply to the structure or affect the reasonable enjoyment of the property.

(b) The Surveyor will assume that all byelaws, Building Regulations, and other required consents have been obtained. The Surveyor will not verify whether any such consents have been obtained. The client and his/her legal advisers should make all necessary enquiries. The Surveyor will not inspect drawings/specifications.

(c) The Surveyor will assume that 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.

6. CDM Regulations 2007

The Survey Report is not intended to identify all potentially hazardous materials, structures or contamination present in the buildings or land and as a result must not be used by any party to discharge any duty under the Construction (Design & Management) Regulations.

7. Fees and Expense

The client will pay Drone Building Inspection & Surveying Services Ltd the agreed fee for the Report and any expressly agreed disbursements in addition. We will undertake the survey or inspection and invoice you for full payment before the survey and Report are issued. Full payment is due five days from the date of invoice. Building surveys and reports will be issued once full payment is received. The availability of our Drone Service depends on weather conditions, equipment functionality, flight restrictions, and other factors on the day of the survey. If we are unable to deploy the drone due to any of these



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reasons, a £75 fee will be deducted from the quoted fee. If the drone fee has been itemized separately in the quote, the itemized amount will be deducted from the quoted fee.

8. Restrictions on Disclosure

The Report is for the sole use of the named client and is confidential to the client and his professional advisers. Any other persons rely on the Report at their own risk. The Contract (Rights and Third Parties) Act 1999 shall not apply. We accept no liability to any other party who may seek to rely upon the whole or any part of this Report.

The Report must not be reproduced, in whole or part, without the prior written consent of the Drone Building Inspection & Surveying Services Ltd.

The comments made in this Report are given on the understanding that the property was fully furnished and occupied at the time of the inspection and that no tests were applied to any of the services.

We have not inspected woodwork or other parts of the structure that are covered, unexposed or inaccessible and are therefore unable to report that any such part of the property is free from defects.

If we find it necessary to cancel an appointment on short notice due to incorrect or insufficient information, such as the need to prepare a report in compliance with Part 35 of the Civil Procedure Rules, we retain the option to impose a cancellation fee of £100, as outlined in our General Terms of Business.

Drone Building Inspection & Surveying Services Ltd

GENERAL TERMS OF BUSINESS

These Terms of Business set out the terms and conditions on which we undertake to act for you. We reserve the right to vary these Terms of Business at any time. The Terms of Business are subject to any letter of engagement issued with them.

Fees and Expenses

The client will pay Drone Building Inspection & Surveying Services Ltd the agreed fixed fee for surveys and reports. We will usually provide a fixed fee for surveys and reports. This fee will include one site visit and preparing a report. We will endeavour to answer any questions arising from the inspection or report as part of this service. Any parts of the building that are not accessible (i.e. locked rooms) during the visit will not be inspected as part of the survey. For any further visits requested additional fees will be charged.

The availability of our Drone Service depends on weather conditions, equipment functionality, flight restrictions, and other factors on the day of the survey. If we are unable to deploy the drone due to any of these reasons, a £75 fee will be deducted from the quoted fee. If the drone fee has been itemized separately in the quote, the itemized amount will be deducted from the quoted fee.

Termination of Appointment or Suspension of Services

Should Drone Building Inspection & Surveying Services Ltd employment be terminated by the Client or Drone Building Inspection & Surveying Services Ltd suspend their services to the Client, the Client shall pay Drone Building Inspection & Surveying Services Ltd a fair proportion of the fee payable at the date of termination/suspension and any reasonably incurred costs resulting from the termination/suspension.

Any surveys or inspections cancelled with less than 2 working days' notice given prior to the inspection undertaken will be charged £100.00.

Delivery of Report

The Report is to be delivered by the date agreed or at such later date as is reasonable in the circumstances. The Surveyor will send the Report to the Client's e-mail address (or other agreed email 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.

Payment terms

Payment is due prior to issuing the report. We aim to issue the Report within five working days. Building surveys and reports will not be issued until cleared payment is received. We will undertake the survey or inspection and invoice you for payment prior to the survey and report being issued.

We will undertake the survey or inspection and invoice you for full payment prior to the survey and report being issued. Full payment is due five days from the date of invoice. Building surveys and reports will not be issued until cleared payment is received.

In the case of non-payment more than 90 days from the date of invoice, Drone Building Inspection & Surveying Services Ltd reserves the right to suspend services without penalty and all outstanding debts become payable immediately. You will remain responsible for paying us for work done up to the point at which our instructions cease, and for reimbursing outlays incurred on your behalf. Interest will continue to accrue after any suspension of services.

In using our services, you agree to indemnify Drone Building Inspection & Surveying Services Ltd for any costs (including legal costs) which have been incurred due to your failure to pay our invoices and/or have otherwise breached this agreement and necessitated legal proceedings being taken against you for repayment or other remedy.

Issuing the report

Within our fee quote we have only allowed to issue the report by email unless specifically agreed. We will email the report to you once the report has been completed and cleared payment has been received. Additional fees will be charged for posting hard copies of the report. Posting the report abroad to be agreed prior.

Any agreement made for a reduced fee, including not issuing the report after the site inspection and feedback call, must be agreed upon via email and will be noted on the invoice.

Instructions

The office is open 8.30am to 5.30pm Monday to Friday. Out of office hours you may contact us by email to the person dealing with your affairs unless otherwise agreed.

You may instruct us by any appropriate method. We may contact you to clarify instructions or ask you to confirm them in writing. We reserve the right for any reason to decline to carry out instructions and particularly if we have not been provided with relevant information, or which would involve us in a breach of any RICS rules and guidelines.

If a project extends beyond the original brief, unless otherwise stated, the project will be charged on the basis of cost and time expended, Time will be charged in accordance with the published hourly rates.

Client's Authority

a) Where we act for more than one person jointly, such as a body of trustees or executors, we shall assume that anyone has the authority of the others to give us instructions. In these circumstances each person is jointly and severally liable for our fees and outlays and is responsible for the instructions given.

b) Where we act for a company or a firm, we will agree at the outset who is to have authority to give us instructions on behalf of the company or the firm. In the case of a corporate client, we may ask one or more of the directors to guarantee the company's liabilities for fees and outlays.

c) Where you have authorised someone to give instructions on your behalf, such as a lawyer or accountant, we will act on the instructions of that person.

Conflicts of Interest

Where we receive instructions from two or more clients to act in circumstances where their interests' conflict, we are prohibited by the professional Rules of Conduct of the RICS from acting for them. Similarly, if a conflict arises between clients in the course of an instruction, the professional rules prevent us from continuing to act for all of them. In these circumstances, we will advise the clients concerned of the conflict and we may be obliged to cease acting for all of them.

Confidentiality and third-party rights

We shall not disclose any information given by you to us which is not in the public domain, except as required by law or with your authority.

Nothing in this Agreement between Drone Building Inspection & Surveying Services Ltd and the Client confers or purports to confer on any third party any benefit or any right to enforce any term of the agreement. The Contract (Rights of Third Parties) Act 1999 will not apply.

Resolving Problems

A copy of our complaints handling procedure is available at the end of this document.

Surveys

If you are instructing Drone Building Inspection & Surveying Services Ltd to carry out a structural, condition, dimensional survey or defects inspection, the terms, conditions, and limitations under which these reports are carried out are set out in this document.

Retention of Documents

During the course of our work, we will collect information from you and others acting on your behalf. We will retain those records unless you specifically request their return to you.

It is our practice to retain detailed estimates, tender documents, and the final account papers and all Certificates of Payment and other Certificates relevant to the contract for a period of 6 years from the date of practical completion for contracts signed under hand and 12 years for contracts signed as a deed. This would include drawings and specification for building.

Retention of title and copyright

The title of all reports, advice or designs provided in writing or orally is retained by Drone Building Inspection & Surveying Services Ltd until payment for the work has been made in full. Copyright on all the above is retained permanently unless expressly assigned in writing.

Delays

In the event of delays to a project site visit outside Drone Building Inspection & Surveying Services Ltd control for more than one month at any stage or similarly, where a contract has been prolonged for more than one month, Drone Building Inspection & Surveying Services Ltd retain the right to review the fee. Drone Building Inspection & Surveying Services Ltd reserves the right to charge fees for start-up costs, additional site attendance, interim certification, and cost reports in the event of prolongation.

Money Laundering

The Money Laundering Regulations require us to be satisfied as to the identity of our clients and as to the source of any funds passing through our hands. In order, to comply with these Regulations, we may need to ask you for information in relation to these matters.

Electronic Communication

As internet communications are capable of data corruption, we do not accept any responsibility for changes made to such communications after their dispatch. For this reason, it may be inappropriate to rely on advice contained in an email without obtaining written confirmation of it. All risks connected with sending commercially sensitive information relating to your business are borne by you and are not our responsibility. If you do not accept this risk, you should notify us in writing that email is not an acceptable means of communication.

Professional Indemnity Insurance (PII)

Drone Building Inspection & Surveying Services Ltd is required to comply with the regulations of The Royal Institution of Chartered Surveyors in respect of the maintenance of Professional Indemnity Insurance. Such insurance shall be with an insurer who is listed for this purpose by the RICS. We should be pleased to provide documentary evidence of the insurance, if required or can be viewed on our website.

Client Acceptance

By signing below, the Client acknowledges and agrees to the above terms and conditions.

Client Name: _____

Client Signature: _____

Date: _____

Andrew Parker

A Parker

Date: _____

Drone Building Inspection & Surveying Services Ltd.
8 Ritcroft Street Hemel Hempstead HP3 8PF

STANDARD PROCEDURE FOR COMPLAINTS HANDLING

If you have a complaint, we have the following complaints procedure which we will follow in dealing with your complaint.

Andrew Parker AssocRICS, MCIOB is the appointed Complaints Officer for Drone Building Inspection & Surveying Services Ltd (DBISS) and will handle all complaints received by the Company and can be contacted at info@dbiss.uk

Once we have received details of your complaint in writing, we will contact you in writing within 7 days to inform you of our understanding of circumstances leading to your complaint. You will be invited to make any comments that you may have in relation to this.

Please send your written complaint to:

Andrew Parker

Drone Building Inspection & Surveying Services Ltd.
8 Ritcroft Street Hemel Hempstead HP3 8PF
T: 07572 190983
info@dbiss.uk <http://www.dbiss.uk>

1. We will consider your complaint as quickly as possible, and we will update you within 28 days what actions have been or will be taken.
2. If you are dissatisfied with any aspect of our handling of your complaint, then we will attempt to resolve this promptly through negotiation.
3. If the complaint has still not been resolved to your satisfaction, you may wish to refer the matter to the Centre for Effective Dispute Resolution (CEDR) <https://www.cedr.com/consumer/> as approved by RICS Regulatory Board.

Centre for Effective Dispute Resolution (CEDR)

Centre for Effective Dispute Resolution
International Dispute Resolution Centre
70 Fleet Street London EC4Y 1EU United Kingdom
<https://www.cedr.com>
Tel: +44 (0)20 7536 6000 Email: info@cedr.com

4. Should the complaint still not been resolved to your satisfaction, we will agree to its referral to the RICS Dispute Resolution Service (DRS) if it falls within the scope of the Scheme.

Contact the DRS team

RICS Dispute Resolution Service
55 Colmore Row Birmingham B3 2AA
T: 020 7334 3806