



RICS Home Survey - Level 2 & 3 (Survey Only) – Terms of Engagement Document

Address of Property to be Inspected (including post code):	As per quote.
Access Arrangements:	TBC
Type of Survey to be Carried out:	As per quote.
Amount of Fee Payment:	As per quote.

- 1. The Surveyor** - We confirm that the inspection will be carried out by a fully qualified chartered surveyor who has the knowledge, skills and understanding to undertake the inspection. Our surveyor may be accompanied by a graduate surveyor also.
- 2. Proposed Delivery Date** - Report emailed within 5 working days following the day of inspection (excluding weekends and bank holidays).
- 3. Description of Service** - As shown within the attached Description of the RICS Home Survey – Level 2 or 3 (Survey Only).
- 4. Liability** - Our survey is provided for your benefit alone and solely for the purposes of the instruction to which it relates. Our survey may not, without our written consent, be used or relied upon by any third party, even if that third party pays all or part of our fees or is permitted to see a copy of our report. If we do provide written consent to a third party relying on our survey, any such third party is deemed to have accepted the terms of our engagement.’
- 5. Insurance** - AM Building Surveyors Limited has £250,000 Professional Indemnity cover and £1,000,000 Public Liability Insurance arranged via Hiscox Insurance Company Limited. Our maximum liability to you for our negligence or any other breach or fault on our part arising in

AM Building Surveyors Limited

Tel: 0113 403 4665 | www.ambuildingsurveyors.co.uk | info@ambuildingsurveyors.co.uk
Registered office: 118 Hawksworth Road, Horsforth, Leeds LS18 4JJ | Company Registration No: 15458666

connection with the service shall be limited to the cost of your rectifying any defect in the property which under the terms of this contract we should have but did not notify you of or failed to adequately notify you of in the report.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation.

- 6. DATA PROTECTION** - We use the information you provide primarily for the provision of surveying services to you, and for related purposes including: updating and enhancing client records, analysis to help us manage our practice, statutory returns, legal and regulatory compliance.

Our use of that information is subject to your instructions, the General Data Protection Regulation (EU) 2016/679, the Data Protection Act 2018, and our duty of confidentiality. Please note that our work for you may require us to give information to third parties such as professional advisers. We may from time to time send you information which we think might be of interest to you. If you do not wish to receive that information please notify our office in writing.

You have a right of access under data protection legislation to the personal data that we hold on you.

We may use other businesses or people (e.g. typists, solicitors) to do work on our files. All of those concerned have either a professional duty or an agreement with us to keep those files confidential.

External firms or organisations may also conduct audit or quality checks on our business. These external firms or organisation are required to maintain confidentiality in relation to your files.

Full details about what information we collect about you, how we use it and your rights in respect of it, are set out in our privacy policy which can be found at www.ambuildingsurveyors.co.uk.

We believe that we have fully set out your requirements and our Terms of Engagement but if we have omitted any matter, or you are unsure about any matter(s), please let us know.

- 7. Complaints** - Our complaints handling procedure can be provided upon request and our independent redress providers will be the CEDR.
- 8. Special Assumptions** - AM Building Surveyors Limited confirm that the proposed report cannot be used for secured lending purposes.
- 9. Conflict of Interest** - AM Building Surveyors Limited and their surveyor, have no conflict of interest in this case.

10. Payment

Payment will be invoiced on completion of surveys and full payment is required prior to publication of reports. Payment is to be made by BACS transfer to the bank details below:

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AM BUILDING SURVEYORS
29617687
040003

11. **Declaration** – Please could you read and sign to confirm you accept the following:-

- ✓ I have read, understand and accept the RICS Home Service Level 2 or 3 survey service, the terms set out above and the conditions below
- ✓ I authorise AM Building Surveyors Limited to immediately commence work on the report, and I accept that once the report has been provided to me I will lose my right to cancel during the 14-day ‘cooling off’ period (as provided by The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013).
- ✓ I accept that if I exercise my right to cancel after AM Building Surveyors Limited has commenced work on the report, but before the report has been completed, I may be entitled to a partial reduction or refund. I understand that no refund would be payable if the cancellation was received after 3pm on the day preceding the appointment to inspect (as provided by The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013)
- ✓ I accept that AM Building Surveyors Limited may, in some instances, pay or receive a referral fee from a third party in connection with this transaction.
- ✓ I authorise AM Building Surveyors Limited to process my personal data in accordance with these terms and its privacy policy.

12. **Agreement**

I have read and agreed to these terms of engagement:

Your Name:

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Signature:

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Date:

.....

