



Tooting Works (C016) 89 Bickersteth Road London SW17 9SH

**TERMS AND CONDITIONS OF ENGAGEMENT FOR
BUILDINGS INSURANCE REINSTATEMENT COST REPORT**

A) THE SERVICE

- 1) Residential Surveys & Valuations Ltd (Trading as RCSV) will undertake an inspection of the property for the purpose of providing a report on the estimated cost of rebuilding to the same standard as was evident on the day of inspection.
- 2) No comment will be made as to whether or not the property in part or in full has been constructed in accordance with the Building Regulations or to any advertised specification.
- 3) The skill and diligence reasonably to be expected from a Chartered Surveyor competent to advise on the subject property will be exercised in making our inspection and preparing our report.
- 4) The rates used in the calculation of the re-instatement cost are those provided by the BCIS which is the accepted industry standard. Rates exclude VAT except on professional fees which are subject to VAT at the prevailing rate.
- 5) The report is not a valuation of the property and must not be confused with a Building Survey or a RICS Homebuyers report both of which are reports of a fuller nature with a different emphasis. If you wish to have detailed explanation of the differences then please seek further advice from us immediately.
- 6) Our report will be prepared in accordance with any plans, specifications or relevant information available at the time of our visit as provided by the client, developer or their representative or other third party and in the production of our report we will be relying on such information as fact.
- 7) As part of our green policy we send our valuation reports electronically as a PDF file. We do not automatically offer a hard copy of the report, however if this is absolutely required we will also send a copy by post.
- 8) If a potential conflict of interest arises or may arise we will notify each party and will not accept instructions without the express written consent of each party.



B) THE INSPECTION

- 1) The Surveyor will require access to a sample (or all) of the properties concerned and will inspect as much of the internal surface area of the property(ies) as is necessary as well as common parts and grounds where applicable but will not inspect those areas which are covered, unexposed or which are not reasonably or safely accessible.
- 2) The exterior of the subject property will be inspected from the nearest ground or floor level.
- 3) Garages and substantial outbuildings which are advised to form part of the demise prior to agreement of our fee quote will be inspected.

C) DELETERIOUS AND HAZARDOUS MATERIALS

- 1) In providing our Report, Residential Surveys & Valuations Ltd have assumed that no deleterious or hazardous materials or techniques have been used in the construction of the property and also that the land on which the building or buildings are constructed is not contaminated.

D) FEES AND EXPENSES

- 1) The client will pay to Residential Surveys & Valuations Ltd the agreed fee plus VAT at the current rate for providing the Report. This fee is to be paid prior to the report being released.
- 2) Clients' money; Rule 8 of the RICS Rules of Conduct for Firms; Residential Surveys and Valuations Ltd does not hold client monies. Fees received in advance of completion of the report will not be held as client money and will not be subject to the protection of the RICS Client Money Protection Scheme.
- 3) Instructions may be cancelled at any time prior to the inspection taking place excepting that if instructions are cancelled within the 24 hours prior to our scheduled inspection then we reserve the right to charge for our time expended at our standard hourly rate which is available on request.
- 4) The fee payable covers the inspection, preparation and delivery of the report. Any subsequent advice, responses to solicitors' enquiries, comments on leases or any other matter outside the scope of our standard terms and conditions may be chargeable at our standard hourly rate.



E) RESTRICTION ON DISCLOSURE AND OTHER LIMITATIONS

- 1) The report provided is for the sole use of the named client and it is confidential to the client and his/her professional advisers. Any other parties who rely upon the report provided do so at their own risk. The report provided must not be reproduced in whole or in part, without the prior written consent of Residential Surveys & Valuations Ltd.
- 2) The RICS recommends the use of liability caps to members as a way in which to manage the risk in valuation work. Our aggregate liability arising out of or in connection with this valuation whether arising from negligence, breach of contract or any other cause whatsoever shall in no event exceed 10 x our nett fee. This clause shall not exclude or limit our liability in the event of fraud or our liability for death or personal injury caused by our negligence.
- 3) RSAVL is regulated by RICS for the provision of surveying services. This means we agree to uphold the RICS Rules of Conduct and all other applicable mandatory professional practice requirements of RICS, which can be found at www.rics.org. As an RICS regulated firm we have committed to cooperating with RICS in ensuring compliance with its standards. We have a complaints procedure in place and in the event of a complaint being made in writing it will be dealt with under the current guidelines as required by RICS. Our nominated RICS Responsible Principal is Amit Sharma MSc BSc (Hons) MRICS, Managing Director, at amit@rsavl.co.uk.



BUILDINGS INSURANCE REINSTATEMENT COST REPORT INSTRUCTION

I/We have read the attached Terms and Conditions of Engagement, a copy of which we have retained and confirm that I/we wish to instruct you on this basis:

1. Address of property to be inspected:

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..... Postcode:

2. Please confirm where you want the report to be sent:

Address:

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..... Postcode:

3. If you would like us to send your legal advisers a copy of the report, please provide their name and e-mail address:

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4. Your other contact details:

Home Tel:

Business Tel:

Mobile:

Fax No:

Email Address:

5. I/we accept and understand your Terms & Conditions of Engagement and also understand that the report will not be released until full payment has been received. Thereafter, a receipted tax invoice for the agreed fee will be emailed to you.

Name:

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Signed:

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Date: