

Limitations & Scope of Inspection

The terms of our instruction will be in accordance with our fee quote / letter of acceptance, Bruton Knowles standard terms of Business and the limitations as detailed below.

General Matters

The instruction will be undertaken on the basis of the information provided by the client, their advisors and third parties. The non-disclosure or inaccuracy of relevant information provided to us may have a material effect on the advice provided.

The purpose of the survey is to safely inspect all the exposed and accessible parts of the building and identify and report upon any significant material defects but will not include those of a minor maintenance type.

We will assume that the property will remain in its current use and layout unless advised by the client in writing to the contrary. The client should verify that any proposed use for the property is permitted and possible.

Despite our investigations, defects can sometimes arise due to time passing or extreme weather conditions not present at the time of our inspection. Therefore, we cannot confirm that these will be included.

The fee quoted is on the basis of a single visit to the property. We reserve the right to charge additional fees for abortive time due to matters outside of our control.

Our report is intended for the use of the client to whom it is addressed only. We will not accept any responsibility to any third party for its content or part thereof.

Extent of Inspection

Many of the elements of construction of a building are hidden or inaccessible. We will not inspect or report on parts of the property which are covered, unexposed or inaccessible. Neither will we move any heavy items of furniture or disturb fittings and furnishings, remove items from cupboards or similar areas, raise any floor coverings or remove floorboards. Therefore, we will be unable to report that any such parts of the property are free from defects.

The property will be inspected from ground level only with the aid of binoculars or at a closer or higher level gained by the use of a 3 metre surveyors ladder unless alternative access is arranged at an additional cost to the client, which will be confirmed in our letter of instruction.

Services Installations

Mechanical, electrical and drainage services will not be tested or inspected in detail. Our inspection will be on a purely visual basis and no assurance can be provided that these are free from defect or in compliance with current relevant requirements or adequate or of sufficient capacity. Clients are recommended to have services including drainage inspected and tested by a consultant engineer.

Specialist Consultants

If requested by the client, we can assist with the appointment and co-ordination of specialists / consultants. Their appointment will be on behalf of the client and the client will be responsible for payment of their fees and expenses direct.

Where we make reference to any conclusions reached within the report, this should not be considered as a substitute for reading their report in its entirety nor will we take responsibility for their advice.

Ground Conditions, Environmental and Sustainable matters

Our inspection and report will not include an investigation into the nature of the subsoil, nor its loadbearing capacity, or if the premises are likely to be affected by tunnelling or mining operations, nor will we be able to determine whether the site has been used in the past for landfill, refuse or has been contaminated by other pollutants nor will we consider existing or previous land uses. We strongly recommend that the client should commission a specialist to assess the potential existing risk together with that from adjoining sites.

We will not undertake an environmental audit to establish the presence of factors such as radon gas, toxic mould, Japanese knot weed, the energy efficiency of the property or the potential for flooding. We recommend that this is undertaken by a specialist as part of your due diligence process and therefore cannot confirm that the property is free from such risks.

Deleterious Materials

We will not undertake an investigation to determine the presence of any deleterious materials including but not exclusively, asbestos, woodwool slab, high alumina cement, , calcium chloride, fibre reinforced concrete, alkali silica reaction, sea dredged aggregates or lignite and can therefore not report that the property is free from these.

Our inspection and report will not include the provision of an asbestos survey or comment on any current and future implications in relation to compliance with asbestos legislation since we are not asbestos specialists and therefore cannot accept any responsibility in this regard. Where we become aware of asbestos containing materials we will bring this to the clients attention and recommend that in all instances an asbestos register is compiled by a specialist in order to comply with current legislation.

Legislation

It is assumed that in the course of their normal searches, the client's legal advisors will investigate the position regarding Town and County Planning Acts, Fire Risk Assessments and other statutory approvals and restrictions, as well as liability for boundaries, rights of way, restrictive covenants and neighbourly matters. Therefore, we will assume that all necessary consents for the construction and use of the premises have been obtained.

Any comments within the report regarding the compliance of the property with the fire precautions legislation or any other relevant legislation are to be considered as guidance only. No detailed review will be undertaken since such matters will be dependent upon your occupation, use and space planning of the premises.

We will not inspect the property for compliance with the Equality Act or comment upon its implications except where it might be indicative of a more significant risk that could affect your clients' interest in the property. Any advice provided will be for guidance only.

Rights of Way and Third Party Matters

We will not provide any advice (unless specifically requested by the client in writing) in relation to any rights of way, support or light or boundary disputes or party wall matters which may be in existence at the property.

Any comments on such rights will just be a record of what might reasonably be viewed during our inspection. Such comments will not be based on any detailed investigations and should not be considered a substitute for the clients' solicitors searches and advice. The clients' solicitor should advise of the existence of any such rights prior to our inspection.

Lease Analysis, Dilapidations and Service Charge Liabilities

In the case of leasehold premises the Surveyor will require a copy of the Lease, if this is available, and will (if requested) advise as to the client's obligations and liabilities arising from the Lease provisions relating to disrepair only. However, such advice should not be seen as a substitute for the clients solicitors' legal opinion.

If requested by the client in writing, where the property is leasehold and forms part of a larger building or estate, the Surveyor will make an inspection of those parts of the building or estate for the purpose of

assessing the condition and advising as to the scale of liabilities arising under service charge provisions and other matters likely to be of interest to his client. Such an inspection will not be detailed.

Where commenting upon dilapidations liabilities, we will not include for loss of rent, service charge or other heads of claim unless specifically noted.

Budget Costs

Where we are instructed to provide budget estimates, they are given as guidance only and are subject to the following limitations:-

- i. All estimates are at current prices, are for guidance only and not a substitute for obtaining contractors quotations from reputable contractors No allowance has been made for future inflation.
- ii. We have assumed that all of the works will be undertaken concurrently as one contract during normal working hours.
- iii. No allowance has been made for the discovery of any deleterious materials such as asbestos or for any associated delays.
- iv. No costs have been included for investigation works unless specifically stated.
- v. Estimates do not include for VAT or professional fees unless specifically noted.
- vi. No allowance has been included for any works to services or drainage unless specifically stated.
- vii. If more accurate estimates are required they will be the subject of separate instructions.

Health and Safety

We will not undertake an audit to check the property for current or future compliance with current workplace (Health, safety and welfare) regulations.

We are not specialists in Health and Safety and therefore any comments provided will be limited to significant issues that may reasonably be seen during our inspection. These should not be considered as a substitute for a full audit or risk assessment. Therefore, we cannot accept any liability in respect of this.