

## Please read all these terms and conditions.

As I can accept your order and make a legally enforceable agreement without further reference to you, you must read these terms and conditions to make sure that they contain all that you want and nothing that you are not happy with. If you are not sure about anything, just phone me on 0208 224 6914.

**Contract:** these terms and conditions form (together with the Booking Form) part of a contract between Anthony Waring T/A Harvey's Structural Surveys (Harvey's) and the Client named on the Booking Form or in the report. These terms and conditions apply to the exclusion of all other terms and conditions. The report is provided solely for the use of the Client and the Client's professional advisers, and no liability to anyone else is accepted.

Important: No one should rely on the report or drawings or make any inferences to them beyond the extent of the original instructions accepted by Harvey's, who undertake to carry out their duties under this contract with all reasonable care and skill.

The client's purported acceptance will take effect as an offer on these terms and conditions.

These terms and conditions take precedence over all other terms issued by the client.

**Service:** Harvey's will perform the services defined in the Booking Form or as defined or revised in correspondence (including meeting minutes). All documents produced by Harvey's including drawings, reports and specifications will be prepared in good faith and based on the information provided or available at the time of preparation. The services will be undertaken by a person (the "Engineer" or "Surveyor") who has been assessed and approved by Harvey's.

**RICS Surveys:** RICS surveys are delivered in accordance with the Home Survey standard (1st edition) RICS professional statement and is equivalent to level 1, 2 or 3 as appropriate. In addition, the service may have particular features and or variations: as noted on the booking form, emails and or the report, in accordance with client requirements and specific instructions in writing.

**Payment for Services** that are delivered within one calendar month are required at the time of booking, except when an hourly rate has been agreed when payment will be due on invoice. Harvey's accepts standard debit and credit card payments for your convenience.

**When credit or debit card details are taken at the time of booking, payment will not be charged immediately, instead it will be authorized, and payment will be collected when the service is complete, i.e. when the report, schedule or other documents are submitted.**

VAT is not currently applicable to our fees and charges.

**Payment for Services** that take longer than one calendar month, such as preparing plans, specifications, schedules or structural calculations, etc. stage payments will occur at a convenient stage or monthly, whichever is sooner.

**Payment for Consulting Services**, fees for further investigations, follow-up advice and/or other Engineer or Surveying services, unless otherwise agreed, are charged at

the current rate per hour of £125.00 plus expenses and disbursements for work carried out during normal business hours (09:00 to 17:30hrs). These fees are due on the date of Harvey's invoice and must be paid within 7 days.

**Overtime:** If we are requested to work outside normal business hours overtime will apply at one and a half times our normal rate.

**Variations to the Contract:** Should the Brief (as defined in the Booking Form be varied (including either the nature of the work or the deadline dates) Harvey's reserves the right to review and/or alter the fee agreement. Any alterations will be agreed in advance with the Client and confirmed in writing.

**Late Payments for commercial clients** will be subject to interest and compensation for debt recovery costs and will be calculated in accordance with Late Payment Legislation if we are not paid according to agreed credit terms. Typically, for debts less than £1,000.00, this is equal to £40.00 per invoice, plus interest at 8 per cent over the Bank of England base rate.

The report is **NOT a guarantee** that the property is free from defects other than those mentioned in the report, nor is it an insurance policy. Surveys and reports will be carried out in accordance with the Harvey's information sheets or RICS Description of the RICS Home Survey, as appropriate, and on the type of survey as follows:

The [Specific Structural Inspection](#), [General Structural Inspection](#), and [Full Structural Survey](#) information sheets. [RICS Level 1](#), [RICS Level 2](#), and [RICS Level 3](#).

**Energy Performance Assessments** and the production of an Energy Performance Certificate (EPC) or Report will be carried out by a qualified and licensed Domestic Energy Assessor who will provide inspections and energy assessments in accordance with current statutory requirements, the latest RdSAP conventions along with our own Code of Conduct and our accreditation body Elmhurst Energy Ltd.

**Confidentiality:** Harvey's undertakes not to disclose any information provided in confidence by the Client to any third party and will not permit access to such information by any third party unless the Client expressly grants permission save where required to do so by an order of a competent court of law.

**Asbestos:** The service does not include an asbestos inspection and it falls outside The Control of Asbestos Regulations 2012. However, the inspection and report will emphasise any suspected presence of asbestos-containing materials when the scope of the survey allows for it.

**Leasehold Properties:** no due diligence has taken place in relation to the true legal effect of the lease – this is exclusively the responsibility of the client's legal advisers and you should obtain independent legal advice on the terms and interpretation of the lease and any issues arising, particularly relating to ground rents and service charge obligations.

**Scope:** A written report will supersede any verbal report and you should consider it fully before any legally binding decision is made in respect of any expenditure on the property.

**Discrepancies or Queries:** Any discrepancy or query regarding any document prepared by Harvey's arising from the Booking Form including drawings, reports and specifications must be referred to Harvey's. Harvey's accept no liability for any loss or expense or damage of whatsoever nature and however arising from any variation made to such documents or in the execution of the work to which they relate which **has not been referred to them and approval obtained in writing.**

**Copyright:** Copyright in all documents prepared by Harvey's arising from the Booking Form including drawings, reports and specifications and in any work executed from such documents will remain the **property of Harvey's.**

**Budgets Cost:** can be provided in the report when requested and when the appropriate additional fee is paid. These are based on information available to the Engineer/Surveyor at the time. Please be aware that a budget cost is for guide purposes only as the actual cost can vary considerably between builders depending on the size of the company and their keenness to obtain the work and indeed the final specification which can often vary considerably. I recommend that all repair costs are subject to confirmation by further investigation/specification, followed by contractors' competitive tenders prior to making any legal commitment.

**Force Majeure:** whilst every reasonable effort will be made to carry out the inspection at the date/time agreed, I cannot be held liable for any losses caused by matters outside our control, such as, but not exclusively, Engineer/Surveyor illness, traffic/vehicle delay/breakdown, extreme weather conditions and vendor unavailability.

**Complaints:** all complaints should be notified to me by telephone or email as soon as possible. I endeavour to resolve all complaints within twenty-four hours.

**Privacy Policy:** Data security is of great importance to Harvey's and to protect your Data I have put in place suitable physical, electronic and managerial procedures to safeguard and secure Data collected via our Website or Booking Form.

Your personal details will not be sold or given to third parties.

**Cancellation:** Entirely without prejudice to any other rights that you may have under any applicable legislation, you are entitled to cancel this contract in writing by giving notice to the surveyor's office at any time before the day of the inspection, and in any event within fourteen days of entering into this contract. Please note that where you have specifically requested that the surveyor provides services to you within fourteen days of entering into the contract, you will be responsible for fees and charges incurred by the surveyor up until the date of cancellation.

After fourteen days you are entitled to cancel this contract in writing by giving notice to the surveyor's office, but you will be responsible for fees and charges incurred by the surveyor up until the date of cancellation.

You will be entitled to a refund of any monies paid subject to any applicable deductions for fees and charges as noted above.

**Refund Policy:** We offer a 30-day money-back guarantee from the date of the report if you are not completely satisfied with our service subject to the following:

If you are unhappy with our service, you must first give us the opportunity to correct and put right what you are unhappy with. If we are unable to correct what you are unhappy with to your complete satisfaction within 28 days of receiving a complaint in

writing from you posted to Harvey's, 18 Windsor Avenue, West Molesey, Surrey, KT8 1PZ, or emailed to [tony@harveyssurveys.co.uk](mailto:tony@harveyssurveys.co.uk) a full refund will be applicable, subject to completion of our Refund Form, posted or emailed to Harvey's at the above addresses.

Once a refund has been agreed and Harvey's has received a fully completed Refund Form, the fee will be refunded within 14 days of receipt of the form.

This contract is governed by English Law, and the parties hereto hereby submit to the exclusive jurisdiction of the English courts.

**Disputes:** This contract is governed by **English Law**, and the parties hereto hereby submit to the exclusive jurisdiction of the English courts or all disputes arising can be referred to a single arbitrator in accordance with the Arbitration Act 1950 nominated by the Chartered Institute of Arbitrators.

## **Liability:**

- a) The surveyor, Engineer or Domestic Energy Assessor shall be under no liability whatsoever to the Client for any loss, damage, delay or expense, whether direct or indirect arising howsoever caused UNLESS same is proved to have resulted solely from the gross negligence or wilful default of the surveyor, engineer or Domestic Energy Assessor or any of its employees or agents or sub-contractors resulting in direct damage to tangible property where the company's liability shall be limited in accordance with paragraph (c) below.
- b) Harvey's total liability for professional negligence shall not exceed the fee paid for the work.
- c) Harvey's accepts liability for direct damage to tangible property or death or injury to persons to the extent caused by the proven negligent acts or omissions by Harvey's and its employers and Consultants, provided that the Harvey's liability for the same shall be limited to the coverage and indemnity limits provided under the Company's insurance policies (which are available for inspection on request), unless otherwise covered by statute.