

# Ashmore

## Chartered Surveyors



Unit 9 Albion Court, 94 Attleborough Road, Nuneaton, CV11 4JJ Tel: (02477) 989096

### CLIENT DETAILS

MCC/12345

[Date]

Please confirm acceptance of these Terms.

Dear «ClientName»

Re: Terms of Engagement

Address of Property: «PropertyAddress 1», «PropertyTown», «PropertyPostCode»

The Brief Indicative Survey

Thank you for your instructions of «DateOfInstruction»

An inspection of the property noted above has been arranged for «AppointmentDate» and we will endeavour to submit our report to you within three to five working days thereafter. In the meantime, it is a requirement of the RICS Valuation – Professional Standards (UK and Global Edition) 2020 that we confirm our Terms of Engagement.

1. You are our sole Client in this matter.
2. The purpose of the inspection is to provide you with a Survey Report of our own design, known as our [insert here] Survey in connection with your proposed purchase.
3. The property (as noted in the subject line above) to be Inspected is a residential dwelling.
4. The legal interest to inspect and report upon is the Freehold (or in the case of flats, a Long Leasehold Interest assuming an unexpired term in excess of 85 years unless stated to the contrary), and with an assumption of vacant possession in any case.
5. The furniture, carpets and other items (apart from fixtures and fittings) are to be disregarded.
6. We confirm that we have no previous connection with the property.
7. We will carry out such investigations as to enable us to establish the Condition of the Property, but will not carry out a Building Survey of the property, our inspection being non-invasive and limited to the following:
  - a) A visual inspection of the outside of the property from ground level from within the boundaries and from adjoining roads and pathways.
  - b) A non-invasive visual inspection of the inside of the property as far as can be readily and safely seen, and without lifting securely fitted carpets, or moving furniture.
  - c) An inspection of normally inaccessible areas using an 8m telescopic pole and digital camera with remote viewing access.



Ashmore Surveyors is a Practicing name of Ashmore Surveyors Limited, a Company registered in England and Wales.

Registration Number 8216909. Registered Office: 94 Attleborough Road, Nuneaton, CV11 4JJ

Ashmore Surveyors is Regulated by RICS

Direct Dial: (02477) 989096

www.ashmoresurveyors.co.uk

- d) Connected services will not be tested, neither will any heating/hot water installations, although we may, where apparent from the report content, test taps to confirm whether a water supply is active and available and to carry out a simple indicative check as to whether the pressure at appliances seems adequate under normal use and when additional appliances are turned on at the same time. We will NOT turn on boilers that are turned off, or electrical supplies or water supplies where turned off.
  - e) The accompanying sheet details the specific areas we will cover, and the extent to which we will cover these in terms of inspection and reporting.
8. We will make the following assumptions without investigation/verification:
- a) Vacant possession of the above named Legal interest of the property unless otherwise stated.
  - b) There are no outstanding Planning, Building Control, or other statutory restrictions, although we may carry out a web-based check of the relevant Local Authority website to confirm the existence of consents/applications, where the Surveyor deems it helpful in advising the Client.
  - c) No hazardous or deleterious building materials have been used where they could not otherwise be determined from inspection and where there is no other reason to suspect their presence from information gleaned from the site inspection.
  - d) There are no unusual or onerous restrictions relating to the use of the property.
  - e) That a local search would not reveal any unusual restrictions, encumbrances or outgoings.
  - f) That there is good legal title.
  - g) That a more invasive survey would not reveal any further material defects that would affect the value.
  - h) There are rights to use all connected services without unusual restrictions or associated costs.
  - i) That there is legal pedestrian and vehicular access to and from the property, and that roads, footpaths, drains and sewers are properly connected and adopted unless clear evidence is found to the contrary upon inspection.
9. The Surveyor with responsibility for this matter will either be Alexander J. Moore B.Sc. (Hons.) M.Sc. (Surveying) MRICS (Director) or Michael C. Cowley B.Sc. MRICS (Director). We may be assisted by Lois J. Duffy B.A. (Hons.) and she may play a part in inspection and report preparation but all work is overseen closely by the Directors above.
10. Our practice is registered for regulation by the RICS. The firm has a Complaints Handling Procedure and a copy can be sent on request.
11. We are required to state that this Report may be investigated by the RICS for the purposes of the administration of the Institution's Conduct and Disciplinary Regulations.
12. Our prior consent in writing will be required for any reproduction or public reference to the proposed report. **PLEASE NOTE: Whilst this report is prepared for you and to assist your Professional Advisers, you are not permitted to routinely send the report in full or in part to Selling Agents or Vendors. Such actions are in breach of this agreement and are expressly forbidden. Legal Action will be taken in the event of any such breach being notified to us. Should there be issues in the completed report that require the Selling Agent to request proof, then we are happy (with your written authority) to provide an Extract of relevant parts of the report only to the Agents so that they can discuss the issues with the Vendor.**

We will require the Agents to enter into an undertaking not to disclose the extract directly to the Vendors, and such extract will only be provided once they have confirmed that it will not be transmitted in any form other than verbally to their Client.

13. The report will be provided for the stated purpose and for the sole use of the named client. We accept responsibility to the client alone that the report will be prepared with the skill, care and diligence reasonably to be expected of a competent Surveyor and accept no responsibility whatsoever to any parties other than the client. Any such parties rely upon the report at their own risk.
14. Unless otherwise agreed, we will reply upon information provided by the client and/or the client's legal or other professional advisers relating to tenure, leases and all other relevant matters. No responsibility or liability will be accepted for the true interpretation of the legal position of the client or other parties.
15. Our fee will be in the sum of £«FeeQuoted» plus VAT (£«txtVAT» inclusive of VAT) and is payable within 7 days after the date of our Report. The invoice has been sent to you with these documents.

### **PAYMENT OF FEE INVOICE**

*Payment can be made using one of the following methods:*

*Method 1. Bank Transfer (BACS) – Account No. 43517960 – Sort Code 30-84-79 – Lloyds Bank – Account Name: Ashmore Surveyors Limited.*

*Please send a confirmation email to [mike@ashmoresurveyors.co.uk](mailto:mike@ashmoresurveyors.co.uk) advising us when paid by this method.*

*Method 2. By Credit/Debit Card over the telephone.*

*Method 3. By cheque made payable to “Ashmore Surveyors Limited” by post to the address on the letterhead.*

*Method 4. By following the Payment link on our website – [www.ashmoresurveyors.co.uk/pay/](http://www.ashmoresurveyors.co.uk/pay/)*

*Have your invoice number, the Amount payable including VAT and your Credit/Debit Card details to hand. Regrettably, we do not accept AMEX. We use Stripe as a secure Payment Terminal. We do not retain card information.*

### **OTHER Methods**

*Method 5. Via PayPal making payment with Invoice number in the notes to [ashmoresurveyors@gmail.com](mailto:ashmoresurveyors@gmail.com)*

*Method 6. International Banking Customers - IBAN – GB38LOYD  
30847943517960 or BIC (SWIFT code) – LOYDGB21777*

Please quote our invoice number with all payments regardless of method used in order that we can allocate the payment correctly. We would be grateful if you could sign, date and return the copy of this letter to confirm your acceptance of these terms.

Once we have received signed terms, we will email the Report in the first instance where an email address has been provided and two hard copies will be posted to you (if specifically requested).

Yours sincerely

A handwritten signature in black ink, appearing to read "Michael Cowley".

**Michael C. Cowley B.Sc. MRICS**  
**RICS Registered Valuer**  
**Director – Ashmore Surveyors Limited**

I/We acknowledge acceptance of your Terms of Engagement

Our ref: MCC/12345

Property address: «PropertyAddress1», «PropertyTown», «PropertyPostCode»

The [state type] Survey  
Standard Terms of Engagement

PLEASE NOTE: These Standard Terms of Engagement form part of the contract between the Surveyor and the Client.

Part 1: GENERAL

**1. Before the Inspection** The Client will inform the Surveyor of any particular concerns (such as plans for extension) which they may have in respect of the property.

The Client will provide a brief but accurate description of the property so that when the Surveyor or his staff provides a quotation for the Survey, it can be done in knowledge of the facts. The Surveyor shall be in order either to cancel the Survey or to revise the fee by a reasonable amount where there is a failure to disclose material information that could have a bearing on the type and extent of Survey.

**2. Terms of Payment** The Client agrees to pay the fee and any other charges agreed in writing.

Although the appointment will be made and the inspection carried out to avoid undue delay, signed Terms of Engagement will be required before we can release the report to you, unless prior arrangements have been made to the contrary.

**3. Cancellation.** The Client will be entitled to cancel this contract at no cost by notifying the Surveyor's office at least 24 hours prior to the day of the inspection. The Surveyor will be entitled not to proceed with the provision of the Service (and will so report promptly to the Client) if, after arriving at the Property, he concludes:

- (a) that it is of a type of construction of which he or she has insufficient specialist knowledge to be able to provide the Service satisfactorily; or
- (b) that it would be in the typical Clients best interests to be provided with a Building Survey, rather than the [state type] Survey

In case of cancellation, the Surveyor will refund any money paid by the Client for the Service, except for expenses reasonably incurred. In the case of cancellation by the Surveyor, the reason will be explained to the Client.

*Should the Surveyor find issues with the property following inspection and deems it necessary to contact the Client to discuss, it may be that the Client does not wish to proceed with the property. Should this be the case, the Surveyor and the Client will agree an appropriate adjustment to the Agreed Fee to reflect the reduced work in not producing a formal report but also as a gesture to assist the Client who may have incurred abortive fees up to that point.*

#### 4. Liability

The report is solely for the use of the Client and the Clients professional advisors, and no liability to anyone else is accepted. Should the Client not act upon specific, reasonable advice in the Report, no responsibility is accepted for the consequences. The limit of liability in the case of the Survey is restricted to **ten times** the fee payable for the service, net of VAT.

#### Part 2:

**1. Extent of Inspection** The following is an indication of the components of a property typically inspected (but not limited to) except where access proves difficult and which if so, will be stated within the report.

Roof Void, roof external, chimneys, flashings, valleys, hips, verges, firewalls, insulation, roof linings, eaves to roofs using an 8m long telescopic camera pole.

Flat roofs (as far as accessible safely or using telescopic camera and pole)

Walls including bays, damp proof course, sub floor ventilation, extensions, internal walls and partitions.

Paths, drives, hard and soft landscaped areas, boundary walls, fences, gates, outbuildings and gardens.

Garages including roof.

Floors, dampness in walls, condensation, penetrating damp, timber moisture to ground floors, moisture to solid ground floors.

Internal joinery, decorations

External joinery, decorations apparent condition.

Rainwater goods and above ground drainage components.

Where high voltage electrical equipment is noted nearby, a Meterk EMF meter will be used to obtain a reading at the point closest to the equipment.

Inspection covers lifted where practicable.

Comment on heating system, electrical installation, gas installation, but no formal tests will be undertaken.

Deleterious materials and Invasive species.

High voltage electrical equipment/gas governors

Trees in terms of proximity/influence or those likely to be subject to formal protection Schemes.

#### 2. Valuation

We do not routinely provide a Valuation within our Report, other than an Insurance Reinstatement Cost Valuation. However, this can be provided as an additional service if required. There may be occasions when the schedule of repairs that we provide would benefit from having estimated costings applied and this is something else we can offer as an additional service.

Likewise, there may be a situation where repair items have been noted and upon which, you may wish to negotiate or speak to the Agents and in those cases, the Agent sometimes requests a copy of the Report. Our Terms of Engagement prohibit reproduction of the Report but if you require us to provide a truncated schedule of works then this can be done as well.

An Insurance Reinstatement Cost Valuation will be provided, which is the estimated cost to rebuild the property in its entirety should it be irreparably damaged by an insured risk. This is not an estimate of Market Value, and often there is a significant discrepancy between the Rebuilding Cost estimate and the Market Value of the property owing to various factors including age and type of property.

### **3. The Report**

#### **The [state type] Survey**

In this case, our standard format of report, which is copyright and our own design, has been sent to you as a Model Report(s) in a separate email or in the post and is a Model of an actual Property Survey undertaken but with names and addresses in the main body of the report fictionalised to preserve anonymity. It shows the layout and style of reporting that you can typically expect in your own Survey, subject to obvious reasonable variations to allow for property type and inspection restrictions.

**Ashmore Surveyors Limited**

**GDPR Policy Statement**

**Data Collection and Use**

Ashmore Surveyors Limited (ASL) will request or will have requested certain non-sensitive data from you to be able to fulfil its obligations as Professional advisers to you as Client or prospective Client. This data will primarily include (but not necessarily restricted to)

*Your name(s)*

*Current correspondence address*

*Telephone number(s) –mobile and/or fixed landline (current at the time of collecting data)*

*E-mail address if applicable*

*Your Legal Adviser details (if applicable and if provided)*

We will not request further verification of this information, nor additional sensitive information including date of birth, National Insurance number, passport number and other details, driving licence.

The non-sensitive data you agree to provide to ASL is reasonably required to maintain adequate contact between us whilst we undertake Professional Work on your behalf.

That data will be retained on our files in the following forms

A fully licenced and third Party maintained Microsoft Office 365 One Drive ® Cloud – based secure file storage system

Scanned PDF of handwritten proforma, taken when receiving verbal, written or emailed instructions on our Subject file relating to the property within the Microsoft ® Computer Operating System.

Scanned PDF of handwritten site notes, taken during inspection on our Subject file relating to the property within the Microsoft ® Computer Operating System.

Scanned PDF of formal letter of instruction from you or your Professional or Financial Advisers which may provide non-sensitive data to us to enable us to carry out Professional work on your behalf or an authorised Third Party (Solicitor, Taxation Authority, Civil or Criminal Court)

Microsoft Word® document and PDF of any report or other document prepared for you or an Authorised Third Party involving you, which may include both non-sensitive and Professionally privileged information.



Your email address and any emails that have been sent between us will be retained, either as active files or archived within Microsoft Outlook ®. This information may be found on any PC used by a staff member who has had an involvement in the case and sent or received emails from you or involving you.

Any photographs, videos or other images recorded in the course of our inspection will be retained within the above-stated file storage systems.

All PCs used by staff members are Password-protected.

In addition to being stored on a Password-protected PC in an office locked when not in use, back up data is stored on a cloud based secure system, and both manual and automatic data back-ups are performed regularly, as part of our Disaster Recovery policy.

Data is protected as far as is reasonably possible by the use of up to date, fully Licensed and authorised high-quality Internet Security software.

Relevant passwords are known only by the Members of Staff who have the authorisation of the Company to access the data.

### **Privacy Policy**

The data we hold on you is of a non-sensitive nature.

It will not be passed to any Third Party whatsoever, whether for the purposes of Marketing or future business development, either by ASL or others.

It will only be passed with your express verbal or written consent (including SMS text, email or Facebook private message) to a Third Party contractor whom you may require to undertake work on your behalf or issue a quotation, and where you require us to assist you in appointing that party or liaising with them generally.

The address data we hold is likely to become obsolete if we act on your behalf in the purchase of a property for your own occupation. We will only use the data that we hold together with any information that can be found in the public domain if we need to contact you in the future on a matter of Commercial necessity, for example, if you owe us money for Professional Services and have moved without having settled outstanding fees, whether or not the non-payment is intentional.

On such occasions, we reserve the right to pass data we hold (or are reasonably able to adduce from non-privileged sources) to an appointed Third Party Credit Control Firm, and subsequently to an appointed Third Party Solicitor in contemplation of Legal Proceedings for recovery of outstanding money.

### **Payments for Professional Services by Credit or Debit Card**

When you pay an invoice, you may contact the office of ASL in person or by telephone to make payment by way of a Credit or Debit Card.

We will ask you for the minimum information necessary to allow a Transaction to be verified and concluded. We will not ask for the billing address that the card is registered to.

If the card is in the name of somebody different to the person stated as being the caller, we will require you to ask that person to make the payment to ensure that the card is only being used with the authority and full knowledge of its' owner.

We use FiServ/Clover as a virtual terminal based card processing portal to input the payment data you provide to us. The account is password-protected and can only be operated from a Terminal based in an office which is locked when not occupied by authorised staff members.

The data you provide is only typed into the Terminal at the time of making payment. No other record of it is taken i.e. written notes or recorded telephone call. Once payment is completed, a receipt is retained (and a copy sent to you electronically by PDF or in the post, printed). Sensitive card data is encrypted and is not retained.

Card data is not provided to Third Parties for any purpose whatsoever.

We also use the services of Stripe, which is a remote payment application allowing the user to make secure payment via the website and without personal contact. CARD DETAILS ARE NOT RETAINED IN ANY FORM.

#### **Telephone Calls made or received**

We do not record telephone calls for training, monitoring or any other purpose including the collection or harvesting of information about you.

#### **Photographs and other Imaging (including video) – [Images]**

Dependent upon the nature of our relationship with you, it may be necessary to take photographs or other images, still or moving, of and sometimes within a property. The reasons we would normally do this are when we are reporting on your property to a Third Party with an interest in it, and who has instructed us to inspect it. They would normally require sufficient photographs to be provided to allow them to identify the property, and salient and relevant features and record aspects of its condition.

If the premises are your home, we will take images of the areas we deem relevant. If there are vehicles at the property, we will endeavour to take images that do not show VRNs (Vehicle Registration Numbers), and if they do we will obliterate the characters

We will not knowingly take images where children (under the age of 18) would appear. We will endeavour not to take images of any occupiers.

We will take every care not to take images involving personally sensitive information, including on computers, nor family pictures.

Images will be retained on our secure files and only transmitted to the party who provides instructions to us as part of the requirements of any report we provide. Images are not retained for any other purpose but may be required as a record of an inspection, especially in the case where a dispute may arise in the future as regards the condition of the property.

#### **Third Party Marketing**

ASL does not pass any information about you to Third Parties for the purpose of that Third Party seeking to contact you in connection with their Business Marketing.

### **ASL Marketing/Business Development**

We may contact you by email on **one occasion only** after we have undertaken a particular piece of work on your behalf solely to request that you provide feedback regarding our service. If we undertake additional work on a different matter, the request for feedback may be sent again in relation to that job.

You are entitled to ignore the email and a response is not obligatory.

It will not be necessary for you to 'unsubscribe' to stop receiving emails from us.

Emails that may be sent between us that relate to the work carried out and any ongoing queries from you or your appointed Third Party adviser are of course not subject to this restriction.

We will NOT make any unsolicited contact directly with you, either by telephone, in writing or by email as a means of marketing our services.

If you receive further unsolicited emails from Third Parties purporting to be us, then we ask that you advise us as it may be that our details have been misused and stolen.

We do our utmost to ensure that we are not vulnerable to attack from 'hackers', and use arguably the highest quality Internet Security package available to prevent this from occurring.

Our website will be maintained to promote our business and it is freely accessible to the general public.

### **Social Media**

ASL has a Facebook presence (Ashmore Surveyors Limited). This may be used from time to time to promote our business.

If, as an Individual you have 'Liked' the page, then you may receive notifications from us from time to time. You have the option to 'Unlike' the page or turn off notifications if they are of no relevance or annoying to you.

If we post an image on Facebook which relates to a property that you have an interest in, the image will be described generally, and no address or general location identifiers will be used. Normally this image would take the form of a particular feature of a property, such as a structural issue, which ASL deem would be helpful to display, either as a matter of interest to Page Followers, or to promote their services and raise awareness of the nature and scope of their work.

If you wish the image to be taken down, then the Post will be removed. We will however make every endeavour to consider the sensitive nature of such an image and whether it will likely impact adversely on any Parties who may view it from time to time.

### **Model Reports**

ASL produces a suite of Model Reports as part of their Business promotion to provide information to intending Clients about the nature and scope of service the Firm offers.

These Model Reports are stated as being actual Surveys undertaken but with names and addresses fictionalised so that, as far as is practicable, the property could not be readily identified by a person reading it.

Changes will include fictionalising the names and addresses of Purchasers, Legal advisers and the Name, street name, Town, County and Postcode of the property as well as references to road names and classifications.

It may be, from time to time that, as a former Client of the Firm, the property type that you purchased was deemed to be of sufficient interest to produce a Generic Model report, and on the strict understanding that we will make any property and personal identifiers sufficiently vague and untraceable, you agree to us doing this on the grounds of reasonable future business generation and promotion.

The suite of Model Reports includes pre-purchase Surveys and also Valuations undertaken for different purposes including for Courts.

Where we have taken a series of images as part of a Valuation, these will not be included on a Model Report.

Where we have taken a series of images for an inspection such as a Schedule of Condition (where usually a couple of hundred images are taken), a small selection of generic condition-related images will be used but none that identify the property in relation to identifiable features in terms of location.

Ashmore Surveyors Limited has a reasonable right to use Surveys and imaging that they have produced to assist them in future business generation on the grounds of Commercial Necessity.

*I/We have read and understood the GDPR Policy Statement of Ashmore Surveyors Limited, and agree for my/our data to be held for file maintenance, shared only for the purposes of the reasonable collection of outstanding fees, and used when suitably fictionalised to assist them in their future Business promotion as described above.*

Signed: \_\_\_\_\_

Dated this: \_\_\_\_\_

Property to inspect:  
\_\_\_\_\_

**END OF POLICY STATEMENT**

