



**J & E Shepherd • Chartered Surveyors
Regulated by RICS**

Dear Sir/Madam,

Engagement for Single Survey –TERMS & CONDITIONS (SAMPLE)

Name:

Address:

We refer to your instructions received requiring us to carry out and to prepare and deliver a report on the above property owned by you or which you have authority to sell. This is to be a mandatory Single Survey Report and an optional generic Mortgage Valuation Report. We accept the instructions only on the basis that the scope, purpose and conditions of the report are as set out in this letter and the Terms and Conditions for the Single Survey Report and the generic Mortgage Valuation Report. The Terms and Conditions are attached to and form part of this letter and we will attach the same Terms and Conditions to the front of the report before we deliver it.

The generic Mortgage Valuation Report is not mandatory. If you have instructed us to prepare a generic Mortgage Valuation Report, you and your professional advisors must ensure that it is issued to all potential purchasers along with the Single Survey Report. A record must be kept, by the parties responsible for distributing the Report, of the names, addresses and contact telephone numbers of all who view or receive copies of the Report. Such record must be made available to J & E Shepherd for reference purposes if requested.

The Single Survey requires disclosure of any previous business relationship we may have with you, your property, or your selling agent. If appropriate, disclosure has been made in Part 1 of the Terms and Conditions. The scope and extent of the inspection is detailed in Part 2 of the Terms and conditions. We are required by the Royal Institution of Chartered Surveyors to seek formal confirmation from you that you are satisfied that the Single Survey Terms and Conditions meets your requirements.

You may cancel the instructions by notifying us at our address at any time before the date of the inspection of the property for the purpose of preparing the report. If you do, we will refund any money paid to us in relation to the survey except for expenses reasonably incurred. We will be entitled to cancel our obligations if, after arriving at the property, our Surveyor concludes that this is a type of property or construction of which the Surveyor has insufficient specialist knowledge to be able to prepare the report satisfactorily, provided we inform you at the earliest opportunity. Additionally, J & E Shepherd may also cancel our obligations if the property is found to be an exempt property as defined in the Single Survey Regulations, or there is a threat to the health or personal safety of the Surveyor. If we do cancel we will refund any money paid in relation to the survey and we will explain the reasons for the cancellation. If you decide to cancel, for whatever reason, after the inspection has taken place but before a written report is issued, we will be entitled to a fee equating to 80% of the agreed fee. Additional fees will be charged for subsequent inspections, including refreshing the report if older than 90 days, and revisits following repair and improvement works whether before or after the draft report has been prepared. We attach a note of our professional fee for the initial Single Survey and Energy Report.

Please read this letter and the Terms and Conditions carefully and confirm acceptance of engagement on the basis of them by signing the acceptance at the foot of this letter and returning it to us with your payment in settlement of our fee, unless other payment options, as noted above, have been agreed, following which the report will be released to you.

Yours faithfully,

J&E Shepherd
Chartered Surveyors

I have read and understood this letter and the accompanying Terms and Conditions. By signing and returning this letter I accept that this is the entire basis upon which you are instructed to carry out a survey of the above property.

Signed.....

Print..... **Date:**.....



RICS

the mark of
property
professionalism
worldwide

SINGLE SURVEY TERMS AND CONDITIONS (WITH MVR)

PART 1 – GENERAL

1.1 THE SURVEYORS

The seller has engaged J & E Shepherd to provide the Single Survey Report and a generic Mortgage Valuation Report for Lending Purposes. The seller has also engaged J & E Shepherd to provide an Energy Report in the format prescribed by the accredited Energy Company.

J & E Shepherd are authorised to provide a transcript or retype of the generic Mortgage Valuation Report on to Lender specific forms where requested. For this service a fee may be charged to the prospective purchaser. Transcript reports are commonly requested by Brokers and Lenders. The transcript report will be in the format required by the Lender but will contain the same information, inspection date and valuation figure as the generic Mortgage Valuation Report and the Single Survey. J & E Shepherd will issue an amended Report and generic Mortgage Valuation Report to the Seller. It is the responsibility of the Seller to ensure that the amended Valuation Report until the Seller has conditionally accepted an offer to purchase, made in writing.

Once the Seller has conditionally accepted an offer to purchase, made in writing, the Purchaser's lender or conveyancer may request that J & E Shepherd provide general comment on standard appropriate supplementary documentation. In the event of a significant amount of documentation being provided to J & E Shepherd, an additional fee may be incurred by the Purchaser. Any additional fee will be agreed in writing, however at a minimum fee of £50+vat.

If information is provided to J & E Shepherd during the conveyancing process which materially affects the valuation stated in the Report and generic Mortgage Valuation Report, J & E Shepherd reserves the right to reconsider the valuation. Where J & E Shepherd requires to amend the valuation in consequence of such information, we will issue an amended Report and generic Mortgage Valuation Report to the Seller. It is the responsibility of the Seller to ensure that the amended Report and generic Mortgage Valuation Report are transmitted to every prospective Purchaser.

The individual Surveyor will be a member of the Royal Institution of Chartered Surveyors who is competent to survey, value and report upon Residential Property. ¹

If J & E Shepherd has had a previous business relationship within the past two years with the Seller or Sellers agent or relative to the property, they will be obliged to indicate this by ticking the adjacent box.

J & E Shepherd have a written Complaints Handling Procedure (CHP). This CHP document is available from the offices of J & E Shepherd .

1.2 THE REPORT

J & E Shepherd will not provide an amended Report on the Property, except to correct factual inaccuracies.

The report will identify the nature and source of information relied upon in its preparation.

J & E Shepherd shall provide a Market Value of the Property, unless the condition of the Property is such that it would be inappropriate to do so. A final decision on whether a loan will be granted rests with the Lender who may impose retentions in line with their lending criteria. The date of condition and value of the property will be the date of inspection.

To date, Purchasers have normally obtained their own report from their chosen surveyor. By contrast, a Single Survey is instructed by the Seller and made available to all potential Purchasers in expectation that the successful Purchaser will have relied upon it. The Royal Institution of Chartered Surveyor rules require disclosure of any potential conflict of interest when acting for the Seller and the Purchaser in the same transaction. The Single Survey may give rise to a conflict of interest and if this is of concern to any party they are advised to seek their own independent advice.

The Report and any expressions or assessments in it are not intended as advice to the Seller or Purchaser or any other person in relation to an asking price or any other sales or marketing decisions.

The Report is based solely on the Property and is not to be relied upon in any manner whatsoever when considering the valuation or condition of any other property.

If certain minor matters are mentioned in the Report it should not be assumed that the Property is free of other minor defects.

Neither the whole nor any part of the report may be published in any way, reproduced or distributed by any party other than the seller, prospective purchasers and the Purchaser and their respective professional advisers without the prior written consent of J & E Shepherd.

1.3 LIABILITY

The Report is prepared with the skill and care reasonably to be expected of a competent residential surveyor who is a member of the Royal Institution of Chartered Surveyors.

¹ Which shall be in accordance with the current RICS Valuation Standards (the Red Book) and RICS Codes of Conduct.

The Report is addressed to the Seller and was prepared in the expectation that it (or a complete copy) along with these Terms and Conditions (or a complete copy) would (or, as the case might be, would have been) be disclosed and delivered to

- the Seller;
- any person(s) noting an interest in purchasing the Property from the Seller;
- any person(s) who make(s) (or on whose behalf is made) an offer to purchase the Property, whether or not that offer is accepted by the Seller;
- the Purchaser; and
- the professional advisers of any of these.

J & E Shepherd acknowledge that their duty of skill and care in relation to the Report is owed to the Seller and to the Purchaser. J & E Shepherd accept no responsibility or liability whatsoever in relation to the Report to persons other than the seller and the Purchaser. The Seller and Purchaser should be aware that if a Lender seeks to rely on this Report they do so at their own risk. In particular, J & E Shepherd accept no responsibility or liability whatsoever to any Lender in relation to the Report. Any such Lender relies upon the report entirely at their own risk.

1.4 GENERIC MORTGAGE VALUATION REPORT

J & E Shepherd undertake to the Seller that they will prepare a generic Mortgage Valuation Report, which will be issued along with the Single Survey. It is the responsibility of the Seller to ensure that the generic Mortgage Valuation Report is provided to every potential Purchaser.

1.5 TRANSCRIPT MORTGAGE VALUATION FOR LENDING PURPOSES

J & E Shepherd undertake that on being asked to do so by a prospective purchaser, and at an optional minimum charge of £50+vat, or his/her professional advisor or Lender, they will prepare a Transcript Mortgage Valuation Report for Lending Purposes on terms and conditions to be agreed between J & E Shepherd and Lender and solely for the use of the Lender and upon which the Lender may rely. The decision as to whether finance will be provided is entirely a matter for the Lender. The Transcript Mortgage Valuation Report will be prepared from information contained in the Report and the generic Mortgage Valuation Report.²

²Which shall be in accordance with the current RICS Valuation Standards (the Red Book) and RICS Rules of Conduct.

1.6 INTELLECTUAL PROPERTY

All intellectual property rights whatsoever (including copyright) in and to the Report, excluding the headings and rubrics, are the exclusive property of J & E Shepherd and shall remain their exclusive property unless they assign the same to any other party in writing.

1.7 PAYMENT

J & E Shepherd are entitled to refrain from delivering the Report to anyone until the fee and other charges for it notified to the Seller have been paid. Additional fees will be charged for subsequent inspections and Reports.

1.8 CANCELLATION

The Seller will be entitled to cancel the inspection by notifying the relevant J & E Shepherd office at any time before the day of the inspection.

J & E Shepherd will be entitled not to proceed with the inspection (and will so report promptly to the Seller) if after arriving at the property, the Surveyor concludes that it is of a type of construction of which the surveyor has insufficient specialist knowledge to be able to provide the inspection satisfactorily. J & E Shepherd will also be entitled not to proceed if after arriving at the property, the inspecting surveyor concludes that the property is exempt under Part 3 of The Housing (Scotland) Act 2006 as detailed in the (Prescribed Documents) Regulations 2008. If there is a potential threat to their health or personal safety, the inspection may be postponed or cancelled, at the surveyor's discretion.

In the case of cancellation or the inspection not proceeding, J & E Shepherd will refund any fees paid by the Seller for the inspection and Report, except for expenses reasonably incurred and any fee due in light of the final paragraph of this section.

In the case of cancellation by the Seller, for whatever reason, after the inspection has taken place but before a written report is issued, J & E Shepherd will be entitled to raise an Invoice equivalent to 80% of the agreed fee.

1.9 PRECEDENCE

If there is any incompatibility between these Terms and Conditions and the Report, these Terms and Conditions take precedence.

1.10 DEFINITIONS

- the "Lender" is the party who has provided or intends or proposes to provide financial assistance to the Purchaser towards the purchase of the Property and in whose favour a standard security will be granted over the Property;
- the "Transcript Mortgage Valuation Report for Lending Purposes" means a separate report, prepared by the Surveyor, prepared from information in the Report and the generic Mortgage Valuation Report, but in a style and format required by the Lender. The Transcript Mortgage Valuation Report for Lending Purposes will be prepared with the skill and care reasonably to be expected from a surveyor who is a member of the Royal Institution of Chartered Surveyors and who is competent to survey, value and report on the Property;
- the "Generic Mortgage Valuation Report" means a separate report, prepared by J & E Shepherd from information in the Report but in the Surveyor's own format;
- the "Market Value" is the estimated amount for which a property should exchange on the date of valuation between a willing buyer and a willing seller in an arm's-length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion;
- the "Property" is the property which forms the subject of the Report;
- the "Purchaser" is the person (or persons) who enters into a contract to buy the Property from the Seller;
- a "prospective Purchaser" is anyone considering buying the property;
- the "Report" is the report, of the kind described in Part 2 of these Terms and Conditions and in the form set out in Part 1 of Schedule 1 of The Housing (Scotland) Act 2006 (Prescribed Documents) Regulations 2008;
- the "Seller" is/are the proprietor(s) of the Property;
- the "Surveyor" is the author of the report on the Property; and
- the "Surveyors/ J&E Shepherd" are the firm or company of whom the Surveyor is an employee, director, member or partner (unless the Surveyor is not an employee, director, member or partner, when the "Surveyors" means the Surveyor) whose details are set out at the head of the report.
- The "Energy Report" is the advice given by the accredited Energy Company, based on information collected by the Surveyor during the Inspection, and also includes an Energy Performance Certificate, in a Government approved format.

PART 2 – DESCRIPTION OF THE REPORT

2.1 THE SERVICE

The Single Survey is a Report by an independent Surveyor, prepared in an objective way regarding the condition and value of the Property on the day of the inspection, and who is a member of the Royal Institution of Chartered Surveyors. It includes an Energy Report as required by Statute and this is in the format of the accredited Energy Company. In addition, J & E Shepherd has agreed to supply a generic Mortgage Valuation Report.

2.2 THE INSPECTION

The Inspection is a general surface examination of those parts of the Property which are accessible: in other words, visible and readily available for examination from ground and floor levels, without risk of causing damage to the Property or injury to the surveyor.

All references to visual inspection refer to an inspection from within the property at floor level and from ground level within the site and adjoining public areas, without the need to move any obstructions. Any references to left or right are taken facing the front of the property.

The Inspection is carried out with the Seller's permission, without causing damage to the building or contents. Furniture, stored items and insulation are not moved.

Unless identified in the report the surveyor will assume that no harmful or hazardous materials have been used in the construction. The presence or possible consequences of any site contamination will not be researched.

The surveyor will not carry out an asbestos inspection, and will not be acting as an asbestos inspector in completing a Single Survey of properties that may fall within the Control of Asbestos in the Workplace Regulations.

In the case of flats it will be assumed that there is a duty holder, as defined in the Regulations and that a Register of Asbestos and effective Management Plan is in place, which does not require any expenditure, or pose a significant risk to health. No enquiry of the duty holder will be made.

2.3 THE REPORT

The Report will be prepared by the surveyor who carried out the property inspection and will describe various aspects of the property as defined by the headings of the Single Survey report with the comments being general and unbiased. The report on the location, style and condition of the property, will be concise and will be restricted to matters that could have a material effect upon value and will omit items that, in the surveyor's opinion, are not significant. If certain minor matters are mentioned, it should not be interpreted that the property is free of any other minor defects.

Throughout the report, the following repair categories will be used to give an overall opinion of the state of repair and condition of the property.

2.3.1 Category 3: Urgent repairs or replacement are needed now. Failure to deal with them may cause problems to other parts of the property or cause a safety hazard. Estimates for repairs or replacement are needed now.

2.3.2 Category 2: Repairs or replacement requiring future attention, but estimates are still advised.

2.3.3 Category 1: No immediate action or repair is needed.

WARNING: If left unattended, even for a relatively short period, Category 2 repairs can rapidly develop into more serious Category 3 repairs. The existence of Category 2 or Category 3 repairs may have an adverse effect on marketability, value and the sale price ultimately achieved for the property. This is particularly true during slow market conditions when the effect can be considerable.

Parts of the property, which cannot be seen or accessed, will not be reported upon and this will be stated. If the surveyor suspects that a defect may exist within an unexposed area and which could have a material effect upon the value, he may recommend further investigation by specialist contractors.

2.4 SERVICES

Our surveyors are not equipped or qualified to test the services and therefore no comment can be interpreted as implying that the design, installation and function of the services are in accordance/compliance with regulations, safety and efficiency expectations. However, comment is made where there is cause to suspect significant defects or shortcomings with the installations. No tests are made of any services or appliances.

2.5 ACCESSIBILITY

A section is included to help identify the basic information interested parties need to know to decide whether to view a property.

2.6 ENERGY REPORT

A section is included that makes provision for an Energy Report, relative to the property. The surveyor will collect physical data from the property and provide such data in a format required by an accredited Energy Company. J & E Shepherd cannot of course accept liability for any advice given by the Energy Company.

2.7 VALUATION AND CONVEYANCER ISSUES

The last section of the Report contains matters considered relevant to the Conveyancer (Solicitor). It also contains J & E Shepherd's opinion both of the market value of the property and of the re-instatement cost, as defined below.

"Market Value" The estimated amount for which a property should exchange on the date of valuation between a willing buyer and a willing seller in an arm's-length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion. In arriving at the opinion of the Market Value the Surveyor also makes various standard assumptions covering, for example, vacant possession; tenure and other legal considerations; contamination and hazardous materials; the condition of un-inspected parts; the right to use mains services; and the exclusion of curtains, carpets etc. from the valuation. In the case of flats, the following further assumptions are made that:

- There are rights of access and exit over all communal roadways, corridors, stairways etc. and to use communal grounds, parking areas, and other facilities;
- There are no particularly troublesome or unusual legal restrictions;
- There is no current dispute between the occupiers of the flats or any outstanding claims or losses; and the costs of repairs to the building are shared among the co-proprietors on an equitable basis

Any additional assumption, or any found not to apply, is reported.

“Re-instatement cost” is an estimate for insurance purposes of the current cost of rebuilding the Property in its present form unless otherwise stated. This includes the cost of rebuilding the garage and permanent outbuildings, site clearance and professional fees, but excludes VAT (except on the fees).

Sellers or prospective Purchasers may consider it prudent to instruct a re-inspection and revaluation after a period of 12 weeks (or sooner if appropriate) to reflect changing circumstances in the market and/or in the physical condition of the Property.