

RESIDENTIAL HOME REPORT TERMS AND CONDITIONS OF ENGAGEMENT



HOME REPORT TERMS AND CONDITIONS

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 decline any transcript request which requires the provision of information additional to the information in the report and the generic Mortgage 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.

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. The attending Surveyor will be a member of the RICS Valuer's Registration Scheme and will have the required experience and competency including the skills, understanding and market knowledge to undertake this valuation.

A replacement Home Report (RHR) may also be required, (see S1.10 attached), and these Terms and Conditions, when accepted and returned to J & E Shepherd also relate and are applicable to any RHR where instructed.

If the Surveyor has had previous involvement in the subject property or if a potential conflict of interest exists, this will be notified in writing as an Appendix to these Terms & Conditions.

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

The Report provided will be a Scottish Single Survey which is a prescribed document as provided by legislation passed by the Scottish Government including the Housing (Scotland) Act 2006 (Prescribed Documents) Regulations 2008.

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.

A Single Survey is instructed by the Seller and made available to all potential Purchasers in the 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 the Purchaser and their respective professional advisers without the prior written consent of J & E Shepherd.

Information relied upon in the research and preparation of our Report, will be obtained from various sources including information from the Seller including but not restricted to that contained in the Property Questionnaire provided by the Seller, secure and publicly available sales registers, online property information and sales websites and our own records.

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.

The Report shall be prepared in accordance with the RICS Valuation Professional Standards (The Red Book) current version, being the latest published version as at the date of Report. It is confirmed that the valuation will be undertaken in accordance with the International Valuation Standards (IVS). The Firms compliance with these standards may be subject to monitoring under the RICS conduct and disciplinary regulations.

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.

The Seller has the option to exclude the generic Mortgage Valuation Report from being produced.

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 the 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, which shall be in accordance with the current RICS Valuation Professional Standards (the Red Book) and the RICS International Valuation Standards (IVS).

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;
- "Replacement Home Report" (RHR) relates to a reinspection of the property to prepare a new full Single Survey in order to replace the previous out of date Home Report, normally required after the original Home Report dates 91 days or older;
- The "Market Value" is the estimated amount for which an asset or liability should exchange on the valuation date 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. The inspection and valuation will be carried out by a Surveyor from J & E Shepherd who will also be a member of the RICS and accredited by the Valuer's Registration Scheme (VRS). Any previous involvement by this Surveyor in the property or potential conflicts of interest will be disclosed as per Section 1.1 above;
- 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.

Sloping roofs are visually inspected with the aid of binoculars where appropriate. Roof spaces are visually inspected and entered where there is safe and reasonable access, normally defined as being from a 3m ladder within the property. If this is not possible, then physical access to the roof space may be taken by other means if the surveyor deems it safe and reasonable to do so.

Surfaces of exposed floors are visually inspected. No carpets or floor coverings are lifted. Sub-floor areas are inspected only to the extent visible from a readily accessible and unfixed hatch by way of an inverted "head and shoulders" inspection at the access point. Physical access to the sub floor area may be taken if the surveyor deems it is safe and reasonable to do so, and subject to a minimum clearance of 1m between the underside of floor joists and the solum as determined from the access hatch.

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.

It is assumed that the subject property site and neighbouring areas are free from Japanese Knotweed. Japanese knotweed is an invasive plant that can damage footpaths, driveways, patios and in the worst cases, it can get into the home itself. It is very difficult to get rid of this plant, and removal of this plant can take a number of years, be costly and may affect future saleability and mortgagability of an affected home. Japanese Knotweed is a seasonal growth plant and is almost invisible during the winter months and during its non-growth phase.

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.

Where defects or repairs have been identified within the report it is essential that, prior to entering into any legally binding sale or purchase contract, further specialists or contractor's advice and estimates should be obtained, to establish the implications, if any, on a potential offer to purchase or the sale price likely to be achieved for the property.

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 an asset or liability should exchange on the valuation date 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.

Unless stated otherwise within this report and in the absence of any information to the contrary, we have assumed that:

- All buildings have been erected either prior to planning control, or in accordance with planning permissions, and have the benefit of permanent planning consents or existing use rights for their current use;
- The property is not adversely affected by town planning or road proposals;
- All alterations, additions or extensions to the property have received all necessary Town Planning Consents, Building Authority Approvals (Building Warrants) and Completion Certificates;
- The property complies with all relevant statutory and local authority requirements, including but not limited to Fire Regulations, The Equality Act, The Control of Asbestos Act, Health and Safety Regulations, Environmental Health Regulations, Regulations governing Residential Tenancies and similar.