

FLETTONS GROUP LLC SERVICE AGREEMENT.

1.1 Nature of Service

- 1.1.1 Flettons Group provides survey facilitation, client acquisition and customer service, acting as an introducer and coordinator between clients and qualified UK surveyors.

The actual survey services will be delivered by Flettons Surveyors Ltd, a company registered in England and Wales (Company No. 16215569), regulated by the Royal Institution of Chartered Surveyors (RICS). That company is solely responsible for the inspection, report, and professional liability.

1.2 Role of Flettons Group LLC (Professional Services Disclaimer)

- 1.2.1 Payment for services is made to Flettons Group LLC, who acts solely as a broker and administrative coordinator to arrange surveying services on behalf of clients.

Flettons Group LLC does not carry out any inspections, prepare reports, or offer professional surveying advice, and accepts no liability whatsoever for the content, accuracy, or outcome of any survey report provided.

All professional surveying services are carried out by a regulated partner firm. In this case, that firm is:

Flettons Surveyors, a trading name of Flettons Surveyors Ltd, a company registered in England and Wales under company number 16215569, and regulated by the Royal Institution of Chartered Surveyors (RICS).

By proceeding with a booking, the Client acknowledges and accepts that liability for all survey-related matters lies solely with Flettons Surveyors Ltd, and not with Flettons Group LLC.

1.3 Scope of Services

- 1.3.1 Flettons Group will:
- Handle client communication, survey bookings, and customer service.
 - Receive payment and confirm the order.
 - Instruct Flettons Surveyors Ltd to carry out the survey.
 - Ensure the final report is delivered to you.
 - Retain a copy of the report and survey data for service support.

Flettons Group does not perform any inspections, nor does it provide regulated advice or professional surveying opinions.

1.4 Payment and Currency

- 1.4.1 All payments for services are to be made to Flettons Group in GBP (£), as per the quote provided and payment details shared via our secure system.

All payments are processed securely via Stripe, our trusted payment partner. Once payment is made, a Stripe receipt is automatically issued for your records.

Flettons Group is not VAT-registered. All fees quoted are final and inclusive of all applicable charges. No VAT will be added to your payment.

1.5 Cancellation and Refunds.

- 1.5.1 2.2.1 Upon accepting your instruction, Flettons Surveyors Ltd begins administrative and preparatory work, including scheduling, liaison with agents, and file setup. As such, an administration fee of £100 will be retained in the event of cancellation, even if within the 14-day cooling-off period.
- 1.5.2 2.2.2 If the inspection has already taken place before cancellation, no refund will be due.
- 1.5.3 2.2.3 If cancellation is requested before the inspection is booked and no meaningful work has commenced, a full refund may be issued at our discretion.

2 Responsibilities and Data Sharing

- 2.1.1 You agree that Flettons Group will share your data (name, contact information, property address) with Flettons Surveyors Ltd to arrange and carry out the survey.

All communication about the findings or technical content of the survey will be managed by Flettons Surveyors Ltd, who are professionally liable for the content of the report.

A copy of the final report will be retained by Flettons Group for administrative purposes.

3 6. Limitation of Liability

- 3.1.1 Flettons Group is responsible only for the booking, coordination, and communication services it provides. It does not carry professional liability for the survey itself.

All liability for survey content, professional standards, and RICS compliance lies solely with Flettons Surveyors Ltd.

4 7. Complaints and Dispute Resolution

- 4.1.1 General service complaints may be directed to Flettons Group. However, any complaint concerning the partner survey report or the conduct of the surveyor must be raised with the partner Flettons Surveyors Ltd, who operate a formal RICS-compliant complaints process.

This agreement is governed by the laws of England and Wales.

FLETTONS SURVEYORS LTD

TERMS OF ENGAGEMENT - ALL SERVICES

Complaints Handling Procedure

- 4.2.2 We take matters like this very seriously, and the Surveyor would like the opportunity to reply to your complaint in full. The first step is for you to detail in writing what your formal complaint is, setting out the reasons for your complaint and providing any additional evidence that supports your complaint, including any photos (photos and other supporting evidence are incredibly useful, so please provide these).

- 4.2.3 In the event that the Client has a complaint regarding the standard of service he or she has received, a formal complaint handling procedure is available at <https://flettons.group/formal-complaint/> Using the Complaints Handling Procedure will not affect the Client's legal rights.

- 4.2.4 In the event that you are still unsatisfied with the Surveyor, you can pursue a third-party dispute resolution service that the Surveyor is registered to. You cannot raise a complaint to the dispute resolution service until you have raised a formal complaint to your Surveyor. If you wish to make a formal complaint, please send us an email at info@flettons.com in the first instance or click on the link in section 7.2 to access our complaints handling procedure.

Drone Roof Inspection Service Terms & Conditions

1 Scope and Limitations of Drone Roof Inspection Service

- 1.1.1 The Inspector will provide the Client with a Drone Inspection Report that offers an analysis of the visible condition of the roof. Affiliated with organisations such as CIOB, RICS, or similar pertinent construction or drone operation bodies, the Inspector will utilise professional expertise in this domain.

4.2 SIGNED ELECTRONICALLY

- 4.2.1 By placing an order with Flettons Group via our online platform, email confirmation, or quote acceptance, you agree to all terms in full.

- 1.1.2 The service offers a non-intrusive examination of the roof through drone technology, highlighting areas that might need attention. The Inspector's primary goal is to assess without risking damage to the property or personal harm. The report will emphasize major concerns impacting the property, not every minor defect. No feedback will be given on concealed areas since the examination is non-invasive. One visit is included in the service, with additional visits incurring extra charges.
 - 1.1.3 This report does not constitute a valuation or financial advice. Flettons Surveyors Ltd shall not be held liable for any financial loss, diminution in property value, or investment decisions made based on this report. Clients are advised to seek independent financial and legal advice before purchasing a property.
 - 1.1.4 The total liability of Flettons Surveyors Ltd (whether in contract, tort, negligence, breach of statutory duty or otherwise) in connection with any drone inspection service shall be strictly limited to a fair and proportionate amount, having regard to the nature and scope of the service provided. Unless otherwise required by law, the maximum liability shall not exceed the fee paid for the drone inspection service. This limitation shall apply only where professional negligence has been legally proven, and where direct, demonstrable financial loss has occurred solely as a result of that negligence. Flettons Surveyors Ltd shall not be liable for any indirect, consequential, reputational, or third-party losses, howsoever arising.
 - 1.1.5 The Drone Inspection Report is meant for the Client's individual use. It's imperative that the Client keeps this report confidential, sharing only with their legal representatives. Unauthorized third-party sharing is prohibited.
 - 1.1.6 The inspection will use drone technology to cover external roof areas without physically intruding. The drone will give an aerial perspective of the roof, safeguarding against potential damage to the property or its contents.
 - 1.1.7 Any further investigations or stipulations, based on the drone inspection, will be mentioned in the Report. This report should not be considered a warranty or a guarantee. For any new construction or modifications, a professional certificate from a recognized architect is paramount.
 - 1.1.8 The Inspector will proceed under the following assumptions, unless specified:
 - 1.1.9 The property is free of any occupancy issues.
 - 1.1.10 The property is connected to essential services.
 - 1.1.11 The Client finds the property access acceptable and uncomplicated.
 - 1.1.12 Concealed or inaccessible areas will not be included in the inspection. The Inspector won't adjust any obstructions or try to access potentially dangerous areas.
 - 1.1.13 Considerations on Materials, Construction, and Other Aspects
 - 1.1.14 By default, it's believed that the construction is free from hazardous materials unless stated otherwise. The Client is encouraged to conduct specialized tests if there's a potential of hazardous materials. The Inspector won't assess for harmful materials like asbestos.
 - 1.1.15 Additional specialised reports or tests, if recommended, should be acquired and reviewed before any commitment. Environmental or geological considerations are beyond this
 - 1.1.16 service's purview. The Inspector won't comment on potential contaminants or issues like Japanese Knotweed.
 - 1.1.17 The Inspector assumes:
 - 1.1.18 No uncommon restrictions linked to the property.
 - 1.1.19 All essential permissions have been obtained.
 - 1.1.20 There are no potential problems which might emerge from local searches or standard procedures.
 - 1.1.21 Client-driven evaluations that could damage the property are only permissible with the owner's written approval. The Client will bear any repercussions of such investigations.
- 1.2 3. Contracts (Rights of Third Parties) Act 1999**
- 1.2.1 Our accountability in relation to this Report is solely to you, the client. No third-party rights under the Contracts (Right of Third Parties) Act 1999 are intended to be conferred.

1.3 3.1 GDPR

- 1.3.1 In respect of GDPR, the client gives us permission to share data relating to the transaction, including but not limited to Storing your data on our database for the purposes of administration and accounting, informing the estate agent of the instruction to arrange a survey appointment; discussing matters in the report with your legal advisor; discussing matters in the report with your representative; discussing matters in the report with the RICS. Your data will not be shared with any other organisation except for the purposes of the aforementioned points.

1. Limitation of Personal Liability

- 1.3.2 None of the Company's employees, directors, or consultants individually has a contract with the Client or owes a duty of care or personal responsibility. The Client agrees that they will not bring any claim against any such individuals personally in connection with the valuation or report.

2 Terms and Conditions – Level 2 Survey

2.1 1. General

- 2.1.1 These terms and conditions apply to the services to be provided by Flettons Surveyors Ltd in accordance with the instructions received from the Client, as named in the attached letter of engagement. Both the attached letter and these terms and conditions form the basis of the contract between Flettons Surveyors Ltd and the Client.
- 2.1.2 Subject to express agreement to the contrary and any agreed amendments/additions, the terms on which the Surveyor will undertake the Survey are set out below.
- 2.1.3 None of the Company's employees, directors or consultants individually has a contract with the Client or owes the Client a duty of care or personal responsibility. The Client agrees that they will not bring any claim against any such individuals personally in connection with the valuation or report.

- 2.1.4 The total liability of Flettons Surveyors Ltd (whether in contract, tort, negligence, breach of statutory duty or otherwise) shall be strictly limited to a fair and proportionate amount, having regard to the nature and cost of the service provided. Unless otherwise required by law, liability shall not exceed the lower of: £5,000 per £1,000,000 of the property's value (as evidenced by a valid RICS Red Book valuation, dated within the last six months and conducted by an independent RICS Registered Valuer); or Five times the fee paid for the service. In the absence of such a valuation, the default liability cap shall be five times the fee paid, subject to a maximum of £10,000. This cap shall apply only where professional negligence has been legally proven and where direct, demonstrable financial loss has occurred solely as a result of that negligence. Flettons Surveyors Ltd shall have no liability for indirect, consequential, reputational, or third-party losses, howsoever arising.
- 2.1.5 None of our employees, partners, or consultants individually has a contract with you or owes you a duty of care, or personal responsibility nor has a contract with you personally. You agree that you will not bring any claims against any such individual personally in connection with our services.
- 2.1.6 Flettons Surveyors Ltd will, unless otherwise expressly agreed, rely upon information provided by the Client, the Client's legal or other professional advisers of the vendor/lessor (where appropriate) relating to tenure, tenancies and other relevant matters.
- 2.1.7 In respect of GDPR, the client gives us permission to share data relating to the transaction, including but not limited to Storing your data on our database for the purposes of administration and accounting, informing the estate agent of the instruction to arrange a survey appointment; discussing matters in the report with your legal advisor; discussing matters in the report with your representative; discussing matters in the report with the RICS. Your data will not be shared with any other organisation except for the purposes of the aforementioned points.
- 2.1.8 It will not be possible for applicants that are not the vendors to accompany the Surveyor on an inspection.
- 2.1.9 Should the Surveyor be unable to access any part of the property due to circumstances outside of their control a £180 re-inspection fee will apply should you wish those parts of the property to be included in the Report.

- 2.1.10 The service does not include an asbestos inspection and falls outside of The Control Of Asbestos Regulations 2012
- 2.1.11 Our inspection will be carried out in accordance with RICS practice guidelines where safe and practical to do so, however no items of furniture or ornaments will be moved by the surveyor.
- 2.1.12 The survey Quote is based on the information you provide to us, so if the information you provided is incorrect or changes please let us know so we can provide you with a correct Quote. We can only provide surveying services in England and Wales.
- 2.1.13 In the event of inclement weather such as snow when inspection may be very limited or unsafe such as in the case of snow, we reserve the right to postpone the inspection until it is safe to do so.
- 2.1.14 You should be 18 or over and be entitled to the surveying service on the relevant property.

2.2 Fees and Expenses

- 2.2.1 The Client will pay Flettons LLC the agreed fee, as per our covering email, for the Report and any expressly agreed disbursements.
- 2.2.2 The surveyor will collect the keys from the key-holder within a 3.5-mile radius from the subject property. If the keys are outside of this radius, there is a charge for £5.00 per mile travelled to return and collect the keys. The fee will be invoiced for payment before the final survey report is released.
- 2.2.3 The Client will pay the agreed fee, any additional fees, and any agreed disbursements before the survey is arranged.
- 2.2.4 Any fees taken in advance are not client money and not subject to the RICS client money protection scheme.

2.3 Scope and Limitations of Homebuyer Report Service

- 2.3.1 The Surveyor will advise the Client by means of a written Level Two Survey Report as defined by the RICS Housing Survey Standard as to his or her opinion of the visible condition and state of repair of the Property. The Surveyor will be a member of the CIOB, RICS or any other relevant construction-related body. The Surveyor will use all of the due care and skill to be reasonably expected of an appropriately qualified person.

- 2.3.2 The Surveyor will inspect diligently but is not required to undertake any action which would risk damage to the Property or its contents or injury to him – or herself. The Surveyor will not undertake any structural or other calculations, nor will the report include an exhaustive list of every defect in the Property.
- 2.3.3 The survey takes the form of a Level Two – referred to as a homebuyer report, a non-invasive appraisal of the main structure including roofs, walls, and floors and finishes both internal and external and followed by a report expressing an opinion on the condition and recommending the extent of any necessary repairs and significant future maintenance requirements. It should be noted that the appraisal will not include an exhaustive list of every defect, only those deemed to be significant as they affect the Property and no excavations will be made; therefore, no comment will be made on concealed elements. We will undertake a survey in one visit only. There is an additional fee for additional visits to carry out a further investigation of the property in situation. An FBS PLUS includes additional services as stated in section 5 – Additional Services. A level Two survey is not a new build snag report, which would list every minor defect.
- 2.3.4 The Surveyor will send the Report for the sole use of the Client. The Client Agrees to keep the Report confidential disclosing its contents only to the Clients legal advisors. In particular (but without limitation) the Client must not disclose the whole or any part of the Report to any person (other than a legal advisor) who may intend to rely upon it for the purpose of any transaction, without prior agreement.
- 2.3.5 The external roof surface and upper reaches will be inspected from ground level. Flat, single storey roofs will be assessed with the aid of a ladder, not exceeding 10ft (3 metres), where safe to do so. Long ladders will not be employed. With regard to inspection of roof spaces in flats, these will be inspected only where there is direct access from the flat itself unless there is a readily removable access hatch from the common parts or arrangements have been made by the purchaser for access to the top floor flat to an access hatch. If a separate visit is necessary, an additional charge will be made. The inspection will also exclude the outer surfaces of the roof if they cannot readily be seen.

- 2.3.6 In accordance with these terms the Surveyor will undertake a non-invasive survey and report upon: The main aspects of the Property including assessing the site/location, the design, structural framework, fabric and services, the grounds, boundaries and environmental aspects considered to affect the Property. Any requirements for further investigation arising from the inspection will be stated in the report. This report is not a warranty or a guarantee and in the case of any new build property or structural alterations, you must obtain a professional consultant's certificate.
- 2.3.7 Unless otherwise expressly agreed, the Surveyor while preparing the Report will assume that: The property (if for sale) is offered with vacant possession, the Property is connected to the mains services with appropriate rights on the basis that is known and acceptable to the Client and access to the Property is as of right upon terms known and acceptable to the Client.
- 2.3.8 The Surveyor will consider his or her advice carefully but is not required to advise on any matter, the significance of which in relation to the Property is not apparent at the time of the inspection.
- 2.3.9 The Surveyor will inspect as much of the internal and external surface area of the building as is reasonably practicable but will not inspect those areas which are covered, unexposed or not reasonably accessible from within the site or adjacent public areas.
- 2.3.10 The Surveyor is not required to move any obstruction to inspection including, but not limited to, furniture, insulation, plaster and floor coverings. The Surveyor will lift where possible loose carpets and floorboards and trap doors, if any, which are not covered by furniture, contents, plasterboard, plyboard or hardboard, fitted carpets or other fixed floor coverings. The Surveyor will not attempt to cut or lift fixed floorboards. The Surveyor will also not attempt to remove securely fixed covers or housings without the express permission of the owner in writing and in advance.
- 2.3.11 The Surveyor will inspect the roof space(s) if there are available hatches which are not more than three metres above the adjacent floor or ground, and it is safe to do so: the surveyor will not crawl into loft spaces or any confined space. Where no reasonable access is available, the roof spaces will not be inspected.

- 2.3.12 Similarly, the outer surfaces of the roof or adjacent areas will be inspected from ground level but will be excluded if they cannot be seen. The inspection will include boundaries and grounds up to one acre and permanent outbuildings which, unless otherwise agreed in writing, will be reported in general terms. It will not include larger areas of ground or temporary, agricultural or equestrian constructions unless previously agreed in writing or equipment with a specific leisure purpose, including, without limit, swimming pools or tennis courts, nor specialist services such as burglar and fire alarm systems, lifts and the like.
- 2.3.13 This report does not constitute a valuation or financial advice. Flettons Surveyors Ltd shall not be held liable for any financial loss, diminution in property value, or investment decisions made based on this report. Clients are advised to seek independent financial and legal advice before purchasing a property.

2.4 The Materials, Construction, Services, Fixtures and Fittings, and so on

- 2.4.1 The Surveyor will carry out a non-invasive inspection of the main service installations (electric, gas, water, drainage) where accessible. In relation to the supply of services, you must ensure that there is sufficient credit on pay-as-you-go meters. Isolated water supplies will not be activated. Drainage inspection covers will be lifted where they are accessible, and it is safe and practicable to do so. No tests of the service installations will be carried out, although general overall comments will be made where possible and practicable. Specialist testing of all service installations is, in any event, always recommended prior to legal commitment to purchase. No comment can be made on the efficiency of chimneys or the condition of concealed flues.
- 2.4.2 Particular noise and disturbance affecting the Property will only be noted if it is significant at the time of inspection or if a specific investigation has been agreed between the Surveyor and the Client and confirmed in writing. The Surveyor will report on any obvious health and safety hazards to the extent that they are apparent from elements of the Property considered as part of the inspection. If the client is sensitive to noise and requires any specific noise measurement reading, they must commission a noise consultant to undertake an assessment using properly calibrated recording equipment.

- 2.4.3 Unless otherwise expressly stated in the Report, the Surveyor will assume that no deleterious or hazardous materials or techniques have been used in the construction of the Property. However, the Surveyor will advise in the Report if, in his or her view, there is a likelihood that deleterious material has been used in the construction and specific enquiries should be made, or tests should be carried out by a specialist. It is always prudent and recommended for a specialist survey for asbestos to be carried out in all properties-built pre-2000, prior to a legal commitment to purchase.
- 2.4.4 The Surveyor will not carry out an asbestos inspection and will not act as an asbestos inspector when inspecting properties that may fall within the Control of Asbestos Regulations 2006. With flats, the Surveyor will assume that there is a duty holder (as defined in the regulations) and that an asbestos register and an effective management plan is in place, which does not need any immediate payment or present a significant risk to health. The Surveyor will not consult the duty holder.
- 2.4.5 Where further reports, exposure and/or tests are advised within the survey, these should be read and considered in conjunction with the main survey report. All such reports, exposure and tests should be obtained and considered prior to purchase commitment with competitive fee quotations also obtained where relevant. No liability for the contents thereof is accepted by Flettons Surveyors LTD.
- 2.4.6 The Surveyor will not necessarily inspect or interpret geological, Ordnance Survey, Radon or other environmental factors nor assess any possible effect on health or report on any underground cables or other phenomena. A specialist environmental search is recommended in these respects prior to a legal commitment to purchase.
- 2.4.7 The Surveyor will not be required to comment upon the possible existence of noxious substances, landfill or mineral extraction, or other forms of contamination, or the nature of the sub-soil, or the freedom or otherwise of the Property from other potentially contaminative features such as Japanese Knotweed.
- 2.4.8 The Surveyor will be entitled to assume that the Property is not subject to any unusual or onerous restrictions, obligations or covenants which apply to the Property or affect the reasonable enjoyment of the Property.

- 2.4.9 The Surveyor will be entitled to assume that all planning, Building Regulations and other consents required in relation to the property have been obtained. Any enquiries should be made by the Client or the Client's legal advisors.
- 2.4.10 Drawings and specifications and third-party reports will not be inspected by the Surveyor unless otherwise previously agreed and for which an additional fee may be charged and agreed only at the time of taking the instruction, and any agreed turnaround time may be increased.
- 2.4.11 The Surveyor will be entitled to assume that the Property is unaffected by any matters which would be revealed by a Local Search and replies to the usual enquiries, or by a Statutory Notice and that neither the Property nor its condition, its use or its intended use, is or will be unlawful.
- 2.4.12 Where the Client has instructed the Surveyor to make investigations which cause damage to the Property on the basis that the Client has obtained the owner's consent, the Client will indemnify the Surveyor against any loss or cost arising.
- 2.4.13 The Client may only rely upon the Surveyor's advice and Report for purposes described in the Particulars or communicated to the Surveyor in writing prior to agreement of the Fee. If the Client wishes to rely upon such advice and Report for any other purpose, he or she may only do so with the written consent of the Surveyor. The Surveyor shall not be responsible for the content of any specialist reports howsoever obtained.

2.5 Cladding

- 2.5.1 It is the customers responsibility to provide us with a copy of a suitable cladding report (e.g., EWS1 form or equivalent) signed by an approved signatory. Flettons Surveyors Ltd shall make no comment on the report and accepts no responsibility or liability for any errors or omissions in the form.
- 2.5.2 We can accept no liability to the client or any other party for any losses or potential losses arising from our reliance upon the EWS1 form. Any person requiring more information should obtain independent advice.
- 2.5.3 If there are any suspected or known issues with the fire safety of the building, we are unable to carry out a survey unless you are able to provide evidence of the full cost of repair that the owner of the subject property will be liable for and anticipated repair timescales involved.

2.5.4 If there is no such report available and no known issues to the best of your knowledge, you may wish for a RICS Registered Valuer to perform a RICS Red book valuation to be carried out on the assumption that the cladding and fire safety of the building meet current standards.

2.5.5 Where no EWS1 form exists and you have instructed us to survey the property on the assumption that the cladding and fire safety of the building meets current standards, Flettons Surveyors Ltd can accept no liability should this prove, at a later date, to not be the case.

2.6 4.3 Contracts (Rights of Third Parties) Act 1999

2.6.1 9.1 Our liability in respect of this report is limited to you as our Customer. There is no intention to confer any third party right as described in the Contracts (Right of Third Parties) Act 1999.

3 Terms and Conditions – Level 3 Survey and Level 3 Plus Survey

3.1 General

3.1.1 These terms and conditions apply to the services to be provided by Flettons Surveyors Ltd in accordance with the instructions received from the Client, as named in the attached letter of engagement. Both the attached letter and these terms and conditions form the basis of the contract between Flettons Surveyors Ltd and the Client.

3.1.2 Subject to express agreement to the contrary and any agreed amendments/additions, the terms on which the Surveyor will undertake the Survey are set out below.

3.1.3 None of the Company's employees, directors or consultants individually has a contract with the Client or owes the Client a duty of care or personal responsibility. The Client agrees that they will not bring any claim against any such individuals personally in connection with the valuation or report.

3.1.4 The total liability of Flettons Surveyors Ltd (whether in contract, tort, negligence, breach of statutory duty or otherwise) shall be strictly limited to a fair and proportionate amount, having regard to the nature and cost of the service provided. Unless otherwise required by law, liability shall not exceed the lower of: £5,000 per £1,000,000 of the property's value (as evidenced by a valid RICS Red Book valuation, dated within the last six months and conducted by an independent RICS Registered Valuer); or Five times the fee paid for the service. In the absence of such a valuation, the default liability cap shall be five times the fee paid, subject to a maximum of £10,000. This cap shall apply only where professional negligence has been legally proven and where direct, demonstrable financial loss has occurred solely as a result of that negligence. Flettons Surveyors Ltd shall have no liability for indirect, consequential, reputational, or third-party losses, howsoever arising.

3.1.5 None of our employees, partners, or consultants individually has a contract with you or owes you a duty of care or personal responsibility, nor have they contracted with you personally. You agree that you will not bring any claims against any such individual personally in connection with our services.

3.1.6 Flettons Surveyors Ltd will, unless otherwise expressly agreed, rely upon the information provided by the Client, the Client's legal or other professional advisers of the vendor/lessor (where appropriate) relating to tenure, tenancies and other relevant matters.

3.1.7 In respect of GDPR, the client gives us permission to share data relating to the transaction, including but not limited to Storing your data on our database for the purposes of administration and accounting, informing the estate agent of the instruction to arrange a survey appointment; discussing matters in the report with your legal advisor; discussing matters in the report with your representative; discussing matters in the report with the RICS. Your data will not be shared with any other organisation except for the purposes of the aforementioned points.

3.1.8 It will not be possible for applicants that are not the vendors to accompany the Surveyor on an inspection.

3.1.9 Should the Surveyor be unable to access any part of the property due to circumstances outside of their control a £180 re-inspection fee will apply should you wish those parts of the property to be included in the Report.

- 3.1.10 The service does not include an asbestos inspection and falls outside of The Control Of Asbestos Regulations 2012
- 3.1.11 Our inspection will be carried out in accordance with RICS practice guidelines where safe and practical to do so, however no items of furniture or ornaments will be moved by the surveyor.
- 3.1.12 The survey Quote is based on the information you provide to us, so if the information you provided is incorrect or changes, please let us know so we can provide you with a correct Quote. We can only provide surveying services in England and Wales.
- 3.1.13 In the event of inclement weather such as snow when inspection may be very limited or unsafe such as in the case of snow, we reserve the right to postpone the inspection until it is safe to do so.
- 3.1.14 You should be 18 or over and be entitled to the surveying service on the relevant property.
- 3.1.15 At times, we may work with other companies or their employees in order to provide our clients with the best possible service. In some cases, we may also choose to pay referral fees to these companies or their employees for providing us with business or referring clients to us. Please note that any such referral fees are purely voluntary and are not intended to affect the quality of service we provide to our clients in any way. We will always disclose any such fees to our clients, and we will never make any payments that are illegal or unethical. If you have any questions or concerns about referral fees or any other aspect of our services, please do not hesitate to contact us.

3.2 2. Fees and Expenses

- 3.2.1 The Client will pay Flettons Surveyors Ltd the agreed fee, as per our covering email, for the Report and any expressly agreed disbursements.
- 3.2.2 The surveyor will collect the keys from the keyholder within a 3.5-mile radius from the subject property. If the keys are outside of this radius, there is a charge for £5.00 per mile travelled to return and collect the keys. The fee will be invoiced for payment before the final survey report is released.
- 3.2.3 The Client will pay the agreed fee, any additional fees, and any agreed disbursements before the survey is arranged.
- 3.2.4 Any fees taken in advance are not client money and not subject to the RICS client money protection scheme.

3.3 Building Survey Terms & Conditions

3.4 Scope and Limitations of the Level 3 Building Survey Service

- 3.4.1 The Surveyor will advise the Client by means of a written Level Three Survey Report as defined by the RICS Housing Survey Standard as to his or her opinion of the visible condition and state of repair of the Property. The Surveyor will be a member of the CIOB, RICS or any other relevant construction-related body. The Surveyor will use all of the due care and skill to be reasonably expected of an appropriately qualified person.
- 3.4.2 The Surveyor will inspect diligently but is not required to undertake any action which would risk damage to the Property or its contents or injury to him – or herself. The Surveyor will not undertake any structural or other calculations, nor will the report include an exhaustive list of every defect in the Property.
- 3.4.3 The survey takes the form of a Level Three – referred to as a Full Building Survey (FBS), a non-invasive appraisal of the main structure, including roofs, walls, floors and finishes, both internal and external and followed by a report expressing an opinion on the condition and recommending the extent of any necessary repairs and significant future maintenance requirements. It should be noted that the appraisal will not include an exhaustive list of every defect, only those deemed to be significant as they affect the Property and no excavations will be made; therefore, no comment will be made on concealed elements. We will undertake a survey in one visit only. There is an additional fee for additional visits to carry out a further investigation of the property. An FBS PLUS includes additional services as stated in section 5 – Additional Services. A level three survey is not a new build snag report, which would list every minor defect.
- 3.4.4 The Surveyor will send the Report for the sole use of the Client. The Client Agrees to keep the Report confidential disclosing its contents only to the Clients legal advisors. In particular (but without limitation) the Client must not disclose the whole or any part of the Report to any person (other than a legal advisor) who may intend to rely upon it for the purpose of any transaction, without prior agreement.

- 3.4.5 The external roof surface and upper reaches will be inspected from ground level. Flat, single storey roofs will be assessed with the aid of a ladder, not exceeding 10ft (3 metres), where safe to do so. Long ladders will not be employed. With regard to inspection of roof spaces in flats, these will be inspected only where there is direct access from the flat itself unless there is a readily removable access hatch from the common parts or arrangements have been made by the purchaser for access to the top floor flat to an access hatch. If a separate visit is necessary, an additional charge will be made. The inspection will also exclude the outer surfaces of the roof if they cannot readily be seen.
- 3.4.6 In accordance with these terms, the Surveyor will undertake a non-invasive survey and report upon: The main aspects of the Property, including assessing the site/location, the design, structural framework, fabric and services, the grounds, boundaries and environmental aspects considered to affect the Property. Any requirements for further investigation arising from the inspection will be stated in the report. This report is not a warranty or a guarantee, and in the case of any new build property or structural alterations, you must obtain a professional consultant's certificate.
- 3.4.7 Unless otherwise expressly agreed, the Surveyor, while preparing the Report, will assume that: The property (if for sale) is offered with vacant possession, the Property is connected to the mains services with appropriate rights on the basis that is known and acceptable to the Client and access to the Property is as of right upon terms known and acceptable to the Client.
- 3.4.8 The Surveyor will consider his or her advice carefully but is not required to advise on any matter, the significance of which in relation to the Property is not apparent at the time of the inspection.
- 3.4.9 The Surveyor will inspect as much of the internal and external surface area of the building as is reasonably practicable but will not inspect those areas which are covered, unexposed or not reasonably accessible from within the site or adjacent public areas.
- 3.4.10 The Surveyor is not required to move any obstruction to inspection including, but not limited to, furniture, insulation, plaster and floor coverings. The Surveyor will lift where possible loose carpets and floorboards and trap doors, if any, which are not covered by furniture, contents, plasterboard, plyboard or hardboard, fitted carpets or other fixed floor coverings. The Surveyor will not attempt to cut or lift fixed floorboards. The Surveyor will also not attempt to remove securely fixed covers or housings without the express permission of the owner in writing and in advance.
- 3.4.11 The Surveyor will inspect the roof space(s) if there are available hatches which are not more than three metres above the adjacent floor or ground, and it is safe to do so: the surveyor will not crawl into loft spaces or any confined space. Where no reasonable access is available, the roof spaces will not be inspected.
- 3.4.12 Similarly, the outer surfaces of the roof or adjacent areas will be inspected from ground level but will be excluded if they cannot be seen. The inspection will include boundaries and grounds up to one acre and permanent outbuildings, which, unless otherwise agreed in writing, will be reported in general terms. It will not include larger areas of ground or temporary, agricultural or equestrian constructions unless previously agreed in writing or equipment with a specific leisure purpose, including, without limit, swimming pools or tennis courts, nor specialist services such as burglar and fire alarm systems, lifts and the like.
- 3.4.13 This report does not constitute a valuation or financial advice. Flettons Surveyors Ltd shall not be held liable for any financial loss, diminution in property value, or investment decisions made based on this report. Clients are advised to seek independent financial and legal advice before purchasing a property. This report does not constitute a valuation or financial advice. Flettons Surveyors Ltd shall not be held liable for any financial loss, diminution in property value, or investment decisions made based on this report. Clients are advised to seek independent financial and legal advice before purchasing a property.

3.5 The Materials, Construction, Services, Fixtures and Fittings, and so on

- 3.5.1 The Surveyor will carry out a non-invasive inspection of the main service installations (electric, gas, water, drainage) where accessible. In relation to the supply of services, you must ensure that there is sufficient credit on pay-as-you-go meters. Isolated water supplies will not be activated. Drainage inspection covers will be lifted where they are accessible, and it is safe and practicable to do so. No tests of the service installations will be carried out, although general overall comments will be made where possible and practicable. Specialist testing of all service installations is, in any event, always recommended prior to a legal commitment to purchase. No comment can be made on the efficiency of chimneys or the condition of concealed flues.
- 3.5.2 Particular noise and disturbance affecting the Property will only be noted if it is significant at the time of inspection or if a specific investigation has been agreed between the Surveyor and the Client and confirmed in writing. The Surveyor will report on any obvious health and safety hazards to the extent that they are apparent from elements of the Property considered as part of the inspection. If the client is sensitive to noise and requires any specific noise measurement reading, they must commission a noise consultant to undertake an assessment using properly calibrated recording equipment.
- 3.5.3 Unless otherwise expressly stated in the Report, the Surveyor will assume that no deleterious or hazardous materials or techniques have been used in the construction of the Property. However, the Surveyor will advise in the Report if, in his or her view, there is a likelihood that deleterious material has been used in the construction and specific enquiries should be made, or tests should be carried out by a specialist. It is always prudent and recommended for a specialist survey for asbestos to be carried out in all properties-built pre-2000 prior to a legal commitment to purchase.
- 3.5.4 The Surveyor will not carry out an asbestos inspection and will not act as an asbestos inspector when inspecting properties that may fall within the Control of Asbestos Regulations 2006. With flats, the Surveyor will assume that there is a duty holder (as defined in the regulations) and that an asbestos register and an effective management plan is in place, which does not need any immediate payment or present a significant risk to health. The Surveyor will not consult the duty holder.
- 3.5.5 Where further reports, exposure and/or tests are advised within the survey, these should be read and considered in conjunction with the main survey report. All such reports, exposure and tests should be obtained and considered prior to purchase commitment, with competitive fee quotations also obtained where relevant. No liability for the contents thereof is accepted by Flettons Surveyors LTD.
- 3.5.6 The Surveyor will not necessarily inspect or interpret geological, Ordnance Survey, Radon or other environmental factors nor assess any possible effect on health or report on any underground cables or other phenomena. A specialist environmental search is recommended in these respects prior to a legal commitment to purchase.
- 3.5.7 The Surveyor will not be required to comment upon the possible existence of noxious substances, landfill or mineral extraction, or other forms of contamination, or the nature of the sub-soil, or the freedom or otherwise of the Property from other potentially contaminative features such as Japanese Knotweed.
- 3.5.8 The Surveyor will be entitled to assume that the Property is not subject to any unusual or onerous restrictions, obligations or covenants which apply to the Property or affect the reasonable enjoyment of the Property.
- 3.5.9 The Surveyor will be entitled to assume that all planning, Building Regulations and other consents required in relation to the property have been obtained. Any enquiries should be made by the Client or the Client's legal advisors.
- 3.5.10 Drawings and specifications and third-party reports will not be inspected by the Surveyor unless otherwise previously agreed and for which an additional fee may be charged and agreed upon only at the time of taking the instruction, and any agreed turnaround time may be increased.
- 3.5.11 The Surveyor will be entitled to assume that the Property is unaffected by any matters which would be revealed by a Local Search and replies to the usual enquiries or by a Statutory Notice and that neither the Property nor its condition, its use or its intended use, is or will be unlawful.
- 3.5.12 Where the Client has instructed the Surveyor to make investigations which cause damage to the Property on the basis that the Client has obtained the owner's consent, the Client will indemnify the Surveyor against any loss or cost arising.

- 3.5.13 The Client may only rely upon the Surveyor's advice and Report for purposes described in the Particulars or communicated to the Surveyor in writing prior to agreement of the Fee. If the Client wishes to rely upon such advice and Report for any other purpose, he or she may only do so with the written consent of the Surveyor. The Surveyor shall not be responsible for the content of any specialist reports, howsoever obtained.

3.6 Cladding

- 3.6.1 It is the customers' responsibility to provide us with a copy of a suitable cladding report (e.g., EWS1 form or equivalent) signed by an approved signatory. Flettons Surveyors Ltd shall make no comment on the report and accepts no responsibility or liability for any errors or omissions in the form.
- 3.6.2 We can accept no liability to the client or any other party for any losses or potential losses arising from our reliance upon the EWS1 form. Any person requiring more information should obtain independent advice.
- 3.6.3 If there are any suspected or known issues with the fire safety of the building, we are unable to carry out a survey unless you are able to provide evidence of the full cost of repair that the owner of the subject property will be liable for and anticipated repair timescales involved.
- 3.6.4 If there is no such report available and no known issues to the best of your knowledge, you may wish for an RICS Registered Valuer to perform an RICS Red book valuation to be carried out on the assumption that the cladding and fire safety of the building meets current standards.
- 3.6.5 Where no EWS1 form exists, and you have instructed us to survey the property on the assumption that the cladding and fire safety of the building meets current standards, Flettons Surveyors Ltd can accept no liability should this prove, at a later date, to not be the case.

4 Contracts (Rights of Third Parties) Act 1999

- 4.1.1 9.1 Our liability in respect of this report is limited to you as our Customer. There is no intention to confer any third party right as described in the Contracts (Right of Third Parties) Act 1999.

4.2 Additional Services

- 4.2.1 5.1 Reinstatement Cost
- 4.2.2 A reinstatement cost can only be provided for an additional fee only if this is agreed upon at the time of taking instructions or as part of the FBS PLUS service. The reinstatement cost figure is for the purpose of insurance rebuild cost only and is not a market valuation. Buildings insurance cost assessments will be calculated using the correct edition of the BCIS Guide to House Rebuilding Costs. If you have opted and paid for a reinstatement cost, the report will include a reinstatement cost unless one can only be provided by a specialist (for example, some listed properties and/or those of unusual construction).

4.3 Breakdown of Estimated Repair Costs

- 4.3.1 A breakdown of estimated costs can be provided for an additional fee below, only if this is agreed upon at the time of taking instruction or as part of the FBS PLUS service. The breakdown of estimated costs is a guide only, and the figures given are not quotes. The breakdown of estimated costs does not include every minor job, and only the significant jobs will be priced. A contingency sum will be given to cover the cost of minor and unforeseen repairs. If you would like specific prices, you must obtain quotes. In the breakdown of repair costs, the appropriate trades are given and should be sought to provide quotes.

4.4 Aerial Photos

- 4.4.1 Aerial photos will be taken using a drone for an additional fee or as part of the Level 3 Plus Package (an add-on to the Level 3 Survey Service) only if agreed at the time of taking instruction. The drone will only be used on properties where it says to do so and weather permitting. The drone will only be used on properties in a Civil Aviation Authority (CAA) designated flight restriction zone (FRZ) if we are given permission to do so by air traffic control. If permission is not granted or circumstances do not allow for a drone to be used due to reasons outside our control, the fee for the drone service will be refunded in full.
- 4.4.2 All cancellations must be notified in writing at least five working days prior to the appointment; otherwise, charges will apply.