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**PRIVATE & CONFIDENTIAL**

**COMMERCIAL BUILDING DEFECT REPORT**

**PROPERTY**

**KINGSTON AREA**

**CLIENT**

**Date of Inspection**    **October 2018**

**Weather**

**Reference**

## **1.00 THE PROPERTY**

- 1.01 The property comprises a ground floor shop with flat above. The front and rear sections are single storey extensions.
- 1.02 The property has been altered and extended at various times during its life. The original building probably dates from around 1880 comprising the main two storey section. The front section was probably added late 19<sup>th</sup> or early 20<sup>th</sup> century and the rear section dates from the mid-20<sup>th</sup> century.
- 1.03 The walls are of solid brick construction, the upper floor of suspended timber.

## **2.00 SCOPE OF INSPECTION**

- 2.01 Your attention is drawn to the extent of the inspection and restrictions on disclosure described in the Scope of Service at the end of this report.
- 2.02 All directions are given as if facing the property from the road.

## **3.00 BACKGROUND**

- 3.01 You are concerned about cracks in the building and have requested this report.

## **4.00 CONDITION**

### First Floor

#### Front Right Bedroom

- 4.01 Vertical/diagonal crack up to approximately 1mm wide above front window.
- 4.02 Diagonal/horizontal crack up to approximately 1.5mm wide at high level in rear right corner. Note that rear and left hand partitions are of timber frame construction.
- 4.03 In the front left corner the timber frame partition has dropped approximately 10mm relative to the front which can be seen along the picture rail line. This appears to be generally old.
- 4.04 The floor slopes downwards towards the left hand side (centre) of the building.
- 4.05 There is pulling of the paper in the rear right corner.

#### Front Left Hand Living Room

- 4.06 Paper tearing in front right corner to roughly in line with the cracking and deformation of the partition adjacent to the front wall in the front right bedroom.
- 4.07 Note that this room is finished with lining paper laid over woodchip paper and it is not holding on the wall particularly well.
- 4.08 In the front left corner there is also peeling paper.

- 4.09 I suspect that the property has not been decorated and paper hung for at least 10 years, possibly nearer 20 years, and it is not surprising therefore that it is peeling from the walls.
- 4.10 Elsewhere general deterioration of paper finish but no significant structural defects.
- 4.11 The floor is reasonably level in this room although tends to slope slightly towards the centre.

#### Toilet Area

- 4.12 No significant cracking or defects.

#### Bathroom

- 4.13 No significant cracking. Loose paper observed.

#### Rear Left Bedroom

- 4.14 Artex finish to ceiling is pulling away at the right hand side.
- 4.15 Minor historic cracking can be seen in the rear right corner at high level and rear left corner at high level.
- 4.16 Sundry minor cracking can also be seen at or adjacent to the junction between the ceiling and the walls.
- 4.17 Again this room has not been decorated for many years.

#### Kitchen

- 4.18 No significant cracking observed.
- 4.19 Note there is no door between the kitchen and the rest of the flat. There are no mains-powered smoke detectors only battery powered.

#### Ground Floor

##### Shop Area

- 4.20 The ceiling of the covered area at the front of the shop unit is finished with tiles. Some of the tile joints are more open than others. Again I believe that this is due to age rather than any substantial defects.
- 4.21 The floor is finished with terrazzo style tiles. Approximately 3m back from the front there is an open joint running full width. This may well be on the line of the original building and there is a slight change in structure between the original building and the front extension. Again minor differential movement over the years will have caused the substructure or slab below the tiles to move.

- 4.22 The granite/marble upstands at the base of the windows do not appear to be structural but are cosmetic and are effectively leant against the base of the glazing and stuck in place. It is therefore not surprising that they have moved a little over the years.
- 4.23 The main door leading into the shop is timber framed single glazed door probably dating from the 1950's or 60's. This really gives a flavour of the age of the building and finishes.
- 4.24 Within the store at the right hand side of the property between the display window and the right hand external wall the ceiling is of plasterboard. A number of joints have opened in this and particularly roughly along the line of the original building and front extension. Again such differential movement is not unusual.
- 4.25 The boarding has not been given a full coat of plaster and the joints have not been taped and therefore movement is only to be expected.
- 4.26 On the right hand wall there is some minor deterioration of the plaster surface generally. At lower level there is dampness within the wall and this could be rectified by the installation of damp proof course and replastering internally as well as dealing with dampness externally by sorting out the gutters and plinth.
- 4.27 There is a vertical crack running full height approximately 4m from the front of the building. This I believe is on the junction of an infill. It might be indicative of defects in the drains. The crack is up to approximately 2mm wide. It should also be noted that this wall faces south and although fairly well protected by the adjacent building it could be subject to thermal movement. In any event the crack is not of major structural significance. I would suggest that it is injected with epoxy resin. There is no need for any more extensive repair at present. The crack is wider at the top than at the bottom.
- 4.28 General surface deterioration of this wall continues again with dampness at the base.
- 4.29 I am informed by one of the shop staff that a section of timber below the display cabinet fell out or moved within the past few days. This is not related to any movement elsewhere in the building.
- 4.30 Within the main shop the ceiling is suspended with lay in tiles in an exposed grid probably dating from the mid 80's.
- 4.31 The walls are plastered and papered with what appears to be a vinyl type paper.
- 4.32 Although there is minor surface deterioration no significant cracks were observed.
- 4.33 The floor undulates somewhat within the serving area to the rear and right hand side of the main display/shop area. Within the display/shop area the floor is reasonably level. The floor is likely to have moved as a result of consolidation of the fill below.
- 4.34 In the storage area to the rear of the shop the ceiling is plastered and painted. No significant defects observed. There are some open joints around the perimeter of the ceiling at the junction with solid walls but this is only to be expected. There are some very fine open joints in the boarding but again it should be noted that the boards do not appear to have been taped

and seem to only have a thin layer of plaster. Again the area has not been decorated for a couple of decades I estimate.

- 4.35 On the right hand wall there is evidence of damp penetration in the rear right corner probably as a result of defects in the guttering externally. Gutters should be repaired as necessary and the plaster surface cleaned off and decorated.
- 4.36 Cracking towards the front of the right hand wall is up to approximately 1mm in width and generally vertical in nature. This may well be along the line of the extension and differential movement between the two parts of the building is not unexpected.
- 4.37 On the rear wall there is a small pier adjacent to the door. The surface plastering has deteriorated. Minor cracking can be repaired.
- 4.38 Further minor cracking/open joint can be seen at the junction of the ceiling and rear wall.
- 4.39 On the left hand wall there is some minor cracking just below the ceiling. None of this cracking is of structural significance and only cosmetic in nature.
- 4.40 Towards the bottom of the wall particularly at the right hand side and in the rear right corner there is damp which has affected the plaster. Again remedial damp proof treatment needs to be carried out including replastering.
- 4.41 In the rear extension storage area the ceiling is boarded with tape joints but unplastered. There is slight unevenness but no significant defects.
- 4.42 The main walls are of brickwork and no evidence of significant structural defects were observed.
- 4.43 At right hand side there is a block partition separating this area from the toilet cubicles. There is some minor cracking at high level as a result of shrinkage of the blockwork and possibly slight settlement of the blockwork shortly after construction. Blockwork tends to shrink as it loses moisture and such cracking is not unusual.
- 4.44 Further minor cracking can be seen in the cubicle partitions between the lobbies and the cubicles themselves in both Ladies and Gents toilets.
- 4.45 Sections of the ceiling boarding has sagged in the toilet areas.
- 4.46 There is minor surface crazing on the walls. All these matters are cosmetic and not structural.

#### Externally

##### Front Flat Roof

- 4.47 To the front of this there is a flat roof which would originally probably have been of asphalt and has been over-coated with felt. This appears in reasonable condition.
- 4.48 At the junction of the front wall plastic trim has been installed. The mastic sealant above this is brittle and needs to be replaced.

Rear Wall of First Floor

- 4.49 This is of brick construction.
- 4.50 There are a number of minor historic cracks and open mortar joints in the external walls. None of these however indicate a pattern of movement suggesting significant structural defects.
- 4.51 The cracking is generally less than 1mm wide. There are a few areas where the pointing is loose and re-pointing can be carried out at some stage in the future but no immediate work is necessary.
- 4.52 The roof above the rear section is covered with felt and is in satisfactory condition. At the perimeter UPVC boards have been screw fixed to the walls and mastic applied above. This appears to be a relatively temporary solution but no obvious defects are present.
- 4.53 On the flat roofed terrace area to the rear of the first floor flat the roof is covered with felt with a mineralised finish and is in generally satisfactory condition. Ideally lead flashings should be provided at the perimeter to cover the joint between the felt and the walls although there is no evidence of water penetration at present. However the mastic sealant will deteriorate over the course of the next few years and will need repair.
- 4.54 There is a brick parapet wall around the perimeter of this roof and also adjacent to the stairs. The wall is finished with brick on edge coping and clay tile creasing. Many of the bricks on the coping are heavily weathered and are spalling. In order to protect them, precast concrete copings should be installed above the existing bricks and the badly damaged bricks replaced.
- 4.55 On the top of the wall to the right hand side of the passageway there is a brick on edge and clay tile creasing although this is believed to belong to the neighbouring building. This is in poor condition.
- 4.56 The steel stairs giving access to the first floor flat are in reasonable order although there is a certain amount of surface corrosion. This should be cleaned off, the rust and metal passivated and redecorated.
- 4.57 The gaps between the handrails will not comply with current regulations and could be dangerous for small children. Depending on the occupation of the first floor flat you may wish to consider filling in the gaps and also filling in the gaps between the stairs themselves.
- 4.58 There is significant corrosion of the steelwork on the half space landing on the stairs. The top plate should be removed, corroded steel removed and the top plate replaced with, we suggest, stainless steel.

Passageway at Right Hand Side of Shop

- 4.59 The drainage is located in this area. If the drains have not been tested recently then they should be tested to ensure that they are watertight. The drains take both foul and surface water.
- 4.60 The first floor front section of the wall is rendered. There are a number of mainly historic cracks in the render and sections of the render have become loose. Towards the bottom of the wall there is evidence of water penetration possibly as a result of water being drawn up

either in the render or the wall and the causing deterioration to the surface of the render. Some further investigation will be needed here and a new damp proof course might need to be installed together with re-rendering externally and replastering with a water-resistant render internally.

- 4.61 At the junction of the rendered section of the wall with the front brick section there is some vertical cracking indicating movement of the front section relative to the older two storey section. Around 3m above ground level there is a stone or concrete beam in the wall and above this there is diagonal cracking upto approximately 5mm wide. Below this an opening has been filled in and there is a vertical open joint between the older and the newer brickwork.
- 4.62 Some differential movement can be expected between the old and new sections but we feel this has probably been exacerbated by defects in the drainage particularly as there is a drainage gully roughly at the line of the old and new sections of building.
- 4.63 Towards the base of the wall the pointing has deteriorated and fallen away. It appears that the property has been inexpertly repointed in the past using a cement based mortar. Moisture within the wall has caused pointing to be blown from the surface of the mortar joints. This has also damaged some of the adjacent bricks.
- 4.64 The loose mortar should be removed and replaced with lime based mortar rather than cement based mortar. It may well be necessary to install a new damp proof course along this wall and to re-render internally.
- 4.65 It appears that there was once a rendered plinth at the base of the wall which will conceal the damp proof course. This has deteriorated and fallen away in a number of places and should ideally be reinstated. There are gaps at the base of the brickwork which could allow water to run into the brickwork.
- 4.66 Another window opening has been blocked in and the original lintel can be seen above this. This is roughly towards the centre of the wall just forward of the soil and ventilation pipe. Again there is minor cracking at the junction of the old and newer brickwork where the opening has been filled in and also at the end of the lintel. This cracking is not of structural significance.
- 4.67 The soil and ventilation pipe appears to be defective and there is evidence of leakage from the joints. The pipe and the drainage therefore need to be thoroughly cleared to ensure that water is running away freely rather than down the outside of the pipe.
- 4.68 An air conditioning unit has been fixed to the outside of the wall. This appears in reasonable condition.
- 4.69 Waste pipes discharge from the first floor flat into cast iron hopper head and downpipe. Tape repairs have been carried out over cracks in the pipe. The cast iron hopper head and downpipe should be renewed.
- 4.70 The hopper head has probably not been cleared out for some time and there is a fern growing from it.
- 4.71 Behind the pipe there is fracturing within the brickwork again adjacent to a section of brick infill.

- 4.72 A further opening toward the rear has been filled in. No significant cracks observed.
- 4.73 At the junction of the rear extension of the main building there is a vertical joint. This has opened slightly as one would expect but the cracking was in general less than 1mm wide.
- 4.74 Openings have also been filled in in the right hand extension wall. No significant cracks were observed in these.
- 4.75 Towards the base of the wall at the rear there is deterioration of the brickwork and damaged bricks and mortar need to be cut out and replaced.
- 4.76 There is a further gulley towards the rear of the property taking rainwater.
- 4.77 I suspect that the guttering has been overflowing which is contributing to deterioration of the brickwork.
- 4.78 The rear area below the stairs needs to be cleared of old metal debris rusting etc. The gulleys need to be thoroughly cleaned out and checked to ensure they are watertight and the drainage along the side tested and repaired or replaced as necessary.
- 4.79 The right hand flank wall of the building appears to have bulged out very slightly at first floor level probably as a result of there being inadequate lateral restraint between the walls and first floor. I do not consider that repairs to rectify this are needed at present although if the flat is refurbished in the future then it would be an opportune time to install horizontal metal straps to connect the walls to the floor.
- 4.80 Defects in the drains will also tend to cause downward moving and slight overturning of the wall.
- 4.81 At the base of the wall in front of the door to the passageway there is a horizontal crack and loose render at the base. I suspect the problem is more in the rendered finish than in the wall itself although movement of the ground resulting from defective drains could have exacerbated deterioration of the render.

#### Front Elevation

- 4.82 At high level on the stepped back section of brickwork at the front of the first floor flat there is some minor cracking to the left hand side and also at the right hand corner. Again this appears historic and there is no evidence that it is an ongoing or serious issue.
- 4.83 The shopfront and display window are glazed with marble skirting at the base.
- 4.84 There appears to have been some minor movement between the glazing and the upstand and the upstand/base of the frame looks to have fallen away slightly and shrunk. The plastic supports to the glass can be seen. There is no obvious cause for this and I suspect that it is a combination of age and thermal movement. I suspect that the display window is more than 20 years old.
- 4.85 The solution is to rake out the mastic and renew. Where possible new plastic supports should be slipped in between the frame and the glazing.

## **5.00 CONCLUSION**

- 5.01 No ongoing major structural defects were observed. The majority of cracking is historic although there is some slight shrinkage and differential movement between newer and older parts of the building.
- 5.02 The cracking in the flat is generally historic in origin and much of it is probably only really present because the flat hasn't been decorated for so long. The cracks are cosmetic in nature.
- 5.03 The drains at the right hand side need to be tested to ensure that they are watertight and if necessary repairs carried out. The underlying subsoil in the area is London clay formation comprising clay and silt. Such subsoils are susceptible to loss of strength and deterioration as a result of water leakage. If clays become soft then they can compact more easily under load of walls and the like. Silts can be washed from around the drains if these are leaking allowing open spaces to form and again the earth can consolidate into and around these. It is for this reason that it is important to ensure that the drains remain in watertight condition.
- 5.04 Differential movement between different parts of the structure both in terms of age and materials is not unexpected and no major repairs are needed at present.
- 5.05 We suggest that the vertical crack on the right hand wall is repaired by injecting epoxy resin internally and externally.
- 5.06 Deterioration of the plaster at the base of the wall is caused by the combination of ground levels and ineffective damp proof course. A new damp proof course could be installed and the internal areas replastered.
- 5.07 General maintenance and repairs are also needed to the exterior including repointing and minor crack repair.
- 5.08 The display windows appear to be suffering in effect from age. The mastic sealant at the base of the glazing should be renewed and supplementary plastic supports introduced below the glass where possible.
- 5.09 Other defects in the property are primarily cosmetic and the building has clearly not been decorated in places for many years. When it is next decorated, greater attention should be paid to preparation of the surfaces prior to painting.

## **6.00 LEGAL MATTERS**

- 6.01 We do not act as the legal adviser and will not comment on any legal documents. However, if during the inspection we identify issues that your legal advisers may need to investigate further, these will be listed and explained in this section. You should show your legal adviser this section of the report.
- 6.02 Your attention is drawn to the assumptions and advice contained in the Scope of Service at the end of this report.

**7.00 SURVEYOR'S DECLARATION**

I confirm that I have inspected the property and prepared this report.

Signature of Surveyor .....

Name of Surveyor

Professional Qualifications: DipHI FRICS

On behalf of: Carter Fielding Ltd.  
4<sup>th</sup> Floor, Neville House  
55 Eden Street  
Kingston-upon-Thames  
Surrey KT1 1BW

Telephone Number: 020 8546 7211

Date of report: October 2018

## **WHAT TO DO NOW**

You should carefully consider the findings, condition and risks stated in the report.

### **Getting quotations**

You should obtain reports and at least two quotations for all the repairs and further investigations that the surveyor has identified. These should come from experienced contractors who are properly insured. You should also:

- Ask them for references from people they have worked for;
- Describe in writing exactly what you will want them to do; and
- Get the contractors to put the quotations in writing.

Some repairs will need contractors with specialist skills and who are members of regulated organisations (for example, electricians, gas engineers or plumbers). Somewhat work may also need you to get Building Regulations permission or planning permission from your local authority.

### **Further investigations**

If the surveyor is concerned about the condition of a hidden part of the building, could only see part of a defect or does not have the specialist knowledge to assess part of the property fully, the surveyor may have recommended that further investigations should be carried out (for example, by structural engineers or arboriculture lists) to discover the true extent of the problem.

### **Who you should use for these further investigations**

Specialists belonging to different types of organisation will be able to do this. For example, qualified electricians can belong to 5 different government-approved schemes.

### **What the further investigations would involve**

This will depend on the type of problem, but to do this properly, parts of the home might need to be disturbed. If you are a prospective purchaser, you should discuss this matter with the current owner. In some cases, the cost of investigation could be high.

This guidance does not claim to provide legal advice.

# SCOPE OF SERVICE & TERMS OF APPOINTMENT COMMERCIAL BUILDING DEFECT

Carter Fielding  
4th Floor Neville House  
55 Eden Street  
Kingston-upon-Thames  
Surrey KT1 1BW

020 8546 7211



## 1. Introduction

- 1.1. This document sets out the contractual terms upon which the Surveyor will advise you (the Client) by means of a written report as to his or her opinion of a specific building defect and give recommendations for repair or further investigation.
- 1.2. The individual carrying out the inspection and providing advice will be a Chartered Surveyor.
- 1.3. The Surveyor will use all of the care and skill to be reasonably expected of an appropriately experienced Chartered Surveyor.

## 2. Code of conduct

- 2.1 Carter Fielding is regulated by the RICS ([www.rics.org](http://www.rics.org)) and conforms to their Rules of Conduct.

## 3. General description of building defect service

- 3.1. This level of service is designed for people who are seeking a professional opinion about a defect in their property, such as structural movement, cracking, damp or maintenance issues and is based on a detailed assessment.
- 3.2. The Surveyor will closely inspect the relevant area of the building and will assess the interdependence of the different parts of the structure, materials, services and finishes.
- 3.3. Where he is concerned about a hidden problem or defect, he will try to identify these and explain the risk they pose and what action you should take. Recommendations for further investigations will usually be the exception.
- 3.4. 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 inspection from the inspection itself.
- 3.5. The Surveyor will inspect diligently but is not required to undertake any action which would risk damage to the property or injury to him.
- 3.6. The Surveyor will not undertake any structural or other calculations.

## 4. The inspection

- 4.1. The extent of an inspection will depend on a range of specific circumstances (including health and safety considerations). The following critical aspects may help you distinguish this from inspections at other levels of service.
- 4.2. Accessibility and Voids – The Surveyor will inspect as much of the internal and external surface area of the relevant area of the building and those areas directly adjacent, except where these are covered, unexposed or not reasonably accessible or visible from within the site or adjacent public areas.
  - 4.2.1. An example of a structural element which cannot normally be inspected is the foundations. However, this does not mean that the survey would not reveal whether or not the foundations are structurally sound, as structural faults in foundations normally manifest themselves in other parts of the structure, particularly as structural cracking in the walls.
  - 4.2.2. The Surveyor does not move heavy furniture, drill holes or excavate trial holes or remove plaster, boarding, lining, service panels or other panelling, nor does he arrange for the inspection of cavities.
  - 4.2.3. If the Surveyor has reason to believe that there are concealed defects, he will recommend further investigation, which may involve opening up relevant parts of the structure.
- 4.3. The Surveyor does not usually use long ladders unless we are specifically asked to do so, or unless we have reason to consider it necessary. In the event of ladders being required, an additional charge will be made to pay for a building contractor to provide long ladders, scaffold or access equipment.
- 4.4. Fixed covers or housings - The Surveyor will not attempt to remove securely fixed covers or housings without the express permission of the owner.
- 4.5. Roof spaces - The Surveyor will carry out an inspection of roof spaces that are not more than three metres above floor level using a ladder if it is safe and reasonable to do so. He will enter the roof space if it is accessible and visually inspect the roof structure with particular attention paid to those parts vulnerable to deterioration and damage.
  - 4.5.1. Although he will not move thermal insulation, he will lift small corners if he considers it safe so its thickness, type and the nature of the underlying ceiling can be identified and assessed.

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- 4.5.2. Where he has the permission of the owner, he will move a small number of lightweight possessions so a more thorough inspection can take place.
- 4.5.3. In recent years, the lofts of many buildings have been insulated with thick layers of thermal insulation. Usually, it is not safe to move across this material and this may restrict what he can look at in the roof space.
- 4.6. Floors - The Surveyor will closely inspect the surfaces of exposed floors and will lift the corners of any loose and unfitted carpets and other floor coverings where practicable. He will assess all floors for excessive deflection. Where the boards are lifted, he will look in the space beneath by way of an inverted 'head and shoulder' inspection. If it is safe to do so, he will enter the under-floor area to carry out a more thorough inspection as long as the access panel is big enough, the space beneath the floor is deep enough, and it is safe to do so.
- 4.7. Furniture and occupiers' possessions - The Surveyor will move lightweight, easily moveable, non-fitted items where practicable, safe and where the owner/occupier gives permission.
- 4.8. Services (for example, heating and hot and cold water) - The Surveyor will not perform or comment on design calculations, or test the service installations or appliances.
- 4.9. Areas not inspected - The Surveyor will identify any areas, which would normally be inspected but which he was unable to inspect and indicate where he considers that access should be obtained and he will advise on possible or probable defects based on evidence from what he has been able to see.

### **5. The grounds**

- 5.1. The Surveyor will carry out a thorough visual inspection of the grounds adjacent to areas of structural movement, and, where necessary and appropriate, from adjoining public property.

### **6. Premises forming part of a building**

- 6.1. Unless otherwise agreed, the Surveyor will inspect only the specific premises, the related internal and external common parts and the structure of the building or particular block in which the subject flat is situated. Other flats will not be inspected.

### **7. Content of the report**

- 7.1. The report will reflect the thoroughness and detail of the investigation and the Surveyor will:
- 7.1.1. describe the form of construction and materials used for the affected part of the building;
- 7.1.2. describe obvious defects and state the identifiable risk of those that may be hidden; and
- 7.1.3. outline remedial options and, if he consider it to be significant, explain the likely consequences if the repairs are not done.

- 7.2. The Surveyor will also make it clear that you should obtain any further advice and quotations he recommends.
- 7.3. The inspection of the internal finishes and decorative condition is primarily intended to ascertain whether there are any serious defects, and whilst the Surveyor will make general comments, he does not normally list all minor defects and blemishes unless he is also specifically asked to prepare a Schedule of Condition.

### **8. Delivery of the report**

- 8.1. The Surveyor will send the Report to the Client's address (or other agreed address) by first class post for the sole use of the Client. A pdf copy will be sent to the Client electronically.

### **9. Dangerous materials, contamination and environmental issues**

- 9.1. The Surveyor makes no enquiries about contamination or other environmental dangers. If he suspects a problem, he will recommend further investigations.
- 9.2. The Surveyor will assume that no harmful or dangerous materials have been used in the construction, and he does not have a duty to justify making this assumption. However, if the inspection shows that these materials have been used, he must report this and ask you for further instructions.
- 9.3. The Surveyor will not be required to comment upon the possible existence of noxious substances, landfill or mineral extraction, or other forms of contamination.

### **10. Fees and expenses**

- 10.1. Fees for services contained within this scope of service are based upon a proper resource assessment to confirm what services are going to be provided and by whom. In this way the fee will take due account of the complexity, duration and scope of the service to be provided.
- 10.2. The Client will pay Carter Fielding the agreed fee for the report together with expenses.
- 10.3. All charges are exclusive of VAT, which will be added at the appropriate rate.
- 10.4. Carter Fielding may provide, for an additional fee, such additional services as may be agreed between Carter Fielding and the Client and confirmed by Carter Fielding in writing.
- 10.5. The Surveyor may charge for further advice or meetings following delivery of the report at an hourly rate of £195.00 per hour plus VAT.
- 10.6. Payment is to be made within 14 days of the invoice date and before the release of the report. Interest at the rate of 1% per month will be charged on unpaid invoices.

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### **11. Referral fees**

11.1. The Surveyor does not pay a referral fee or equivalent inducement to any party who may have recommended his services to you.

### **12. Time charges**

12.1. Where no scale of charges is applicable to the service provided, fees will be charged on a time basis plus expenses unless otherwise agreed. This will include travelling, waiting and abortive time.

### **13. Jurisdiction**

13.1. Our contract with you for the provision of services is subject to English Law. Any dispute in relation to this contract, or any aspect of the service, shall be subject to the exclusive jurisdiction of the Courts of England and Wales, and shall be determined by the application of English Law, regardless of who initiates proceedings in relation to the service.

### **14. Limitation of liability**

#### **14.1. Liability Cap**

The Royal Institution of Chartered Surveyors (RICS) recommends the use of liability caps to members as a way in which to manage the risk in their work. Carter Fielding's aggregate liability arising out of, or in connection with the service, whether arising from negligence, breach of contract, or any other cause whatsoever, shall in no event exceed a multiple of 20 times the agreed fee subject to a maximum of £250,000. This clause shall not exclude or limit liability for actual fraud, and shall not limit liability for death or personal injury caused by Carter Fielding's negligence.

#### **14.2. Proportionate liability:**

If you suffer loss as a result of our breach of contract or negligence, Carter Fielding's liability shall be limited to a just and equitable proportion of your loss having regard to the extent of responsibility of any other party. Carter Fielding's liability shall not increase by reason of a shortfall in recovery from any other party, whether that shortfall arises from an agreement between you and them, your difficulty in enforcement, or any other cause.

#### **14.3. Personal liability:**

None of Carter Fielding's employees, directors or consultants individually has a contract with you or owes you a duty of care or personal responsibility. You agree that you will not bring any claim against any such individuals personally in connection with the services.

### **15. Cancelling this contract**

15.1. Nothing in this clause shall operate to exclude, limit or otherwise affect your rights to cancel under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 or the Consumer Rights Act 2015, or under any such other legislation as may from time to time be applicable.

15.2. Entirely without prejudice to any other rights that you may have under any applicable legislation, you are entitled to cancel this contract in writing by giving notice to Carter Fielding's office within fourteen days of entering into this contract.

15.3. Please note that where you have requested that Carter Fielding provides services to you within fourteen days of entering into the contract, you will be responsible for fees and charges incurred by Carter Fielding up until the date of cancellation. These will be based on hourly charges which include all time spent on a particular project, including traveling, waiting and abortive time. The current indicative hourly rates are: Director £210.00, Principal Surveyor £195.00, Qualified Surveyor, Architect or Engineer £150.00, Assistant £100.00. Reasonable expenses and disbursements such as travel, parking, printing and VAT are payable in addition to the hourly charges.

15.4. Without limiting their other rights or remedies, Carter Fielding may suspend the services if you fail to pay any amount due on the due date for payment.

### **16. Copyright and intellectual property rights**

16.1. Carter Fielding shall retain copyright in and ownership of, all documents, drawings, maps, photographic and other records, and presentation materials prepared by Carter Fielding. Carter Fielding may publish or join in publishing any description or illustration of the works with the prior consent of the Client.

### **17. Restriction on disclosure**

17.1. The Client agrees to keep the documents, including any reports, schedules, calculations and drawings, prepared by Carter Fielding or contained in the Award confidential. In particular (but without limit) the Client must not disclose the whole or any part of the documents to any person (other than a professional advisor) who may intend to rely upon it for any purpose.

17.2. Our advice is provided for your benefit alone and solely for the purposes of the instruction to which it relates. Our report and other advice may not, without our written consent, be used or relied upon by any third party, even if that third party pays all or part of our fees, or is permitted to see a copy of our report. If we do provide written consent to a third party relying on our advice, any such third party is deemed to have accepted the terms of our appointment.

## **SCOPE OF SERVICE & TERMS OF APPOINTMENT COMMERCIAL BUILDING DEFECT**

### **18. Miscellaneous**

- 18.1. Unless expressly provided, no term in the contract between Carter Fielding and the Client is enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person other than Carter Fielding or the Client.
- 18.2. Where the Client has instructed Carter Fielding 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 Carter Fielding against any loss or cost arising.
- 18.3. 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 the agreement of the Fee and 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.
- 18.4. The report should not be taken as a warranty or guarantee that there are no latent or concealed defects.
- 18.5. On no account should contracts to purchase be exchanged prior to receipt of our written report and supplementary reports. Any oral advice given prior to receipt of the written report is for general information only and must not be acted upon.
- 18.6. If any provision or part-provision of these terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these terms.
- 18.7. A waiver of any right under these terms or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by Carter Fielding in exercising any right or remedy provided under these terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

### **19. Privacy and dispute resolution**

- 19.1. In the event that the Client has a complaint regarding the standard of service he or she has received, a formal complaints handling procedure will be followed. Using Carter Fielding's complaints handling procedure will not affect the Client's legal rights. Copies of our Privacy Policy and Complaints Handling Procedure are available on request.

### **19.2. Alternative Dispute Resolution**

- 19.2.1. In the event of a dispute not being resolved we agree to the referral of the complaint to the following alternative dispute resolution entities:
- 19.2.2. Consumer Clients - Ombudsman Services: Property, PO Box 1021, Warrington, WA4 9FE. Telephone 0330 440 1600. Website – [www.ombudsman-services.org/contact-us-property.html](http://www.ombudsman-services.org/contact-us-property.html)
- 19.2.1. Business Clients - RICS Dispute Resolution Service, Surveyor Court, Westwood Way, Coventry, CV4 8JE. Telephone 020 7334 3806. Website – [www.rics.org/uk/join/member-accreditations-list/dispute-resolution-service/about-dispute-resolution-service/](http://www.rics.org/uk/join/member-accreditations-list/dispute-resolution-service/about-dispute-resolution-service/)

Typical Construction Terms

