

# Veritas Surveyors Ltd: Terms and Conditions.

Company Number 16674725

*Regulated by the Royal Institution of Chartered Surveyors (RICS)*

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## Client Terms of Engagement:

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### 1. Parties

These Terms of Engagement (“the Terms”) set out the agreement between:

**Veritas Surveyors Ltd** (“the Firm”, “we”, “us”, “our”),

and

**the Client** (“you”, “your”),

relating to the professional services described below.

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### 2. Our Services

We provide professional surveying and consultancy services including:

- RICS Level 1 Condition Surveys
- RICS Level 2 Homebuyer Surveys
- RICS Level 3 Building Surveys
- Quantity Surveying and Cost Consultancy

Each instruction will be confirmed in writing or by email, setting out the property address, agreed service, fee, and any special conditions or limitations.

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### 3. Scope of Service

Our services will be carried out in accordance with:

- The **RICS Home Survey Standard** (latest edition)
- The **RICS Rules of Conduct**
- Any specific brief or variations agreed in writing with you

We will exercise reasonable skill, care, and diligence in performing the agreed service.

Unless otherwise agreed in writing, our services are provided for the **sole use of the named client** and may not be relied upon by third parties without our written consent.

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### 4. Fees and Payment Terms

- All fees are stated **exclusive of VAT** unless otherwise specified.
- **Full payment (pro forma)** is required **in advance** of inspection or commencement of services.
- We will not proceed with the appointment until payment has been received in cleared funds.
- Any additional work requested or arising outside the agreed scope will be quoted and must be approved in writing before commencement.

Payment can be made by bank transfer or any other method stated on our invoice.

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### 5. Cancellation and Postponement

If you wish to cancel or postpone an appointment, please notify us in writing as soon as possible.

- **More than 48 hours’ notice:** full refund (less any incurred costs).

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- **Less than 48 hours' notice** or failure to provide access: a **cancellation charge** may apply up to the full fee, at our discretion.

We reserve the right to cancel or reschedule inspections in cases of unforeseen circumstances, safety concerns, or adverse weather.

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## 6. Liability and Insurance

We maintain **Professional Indemnity Insurance (PI)** and **Public Liability Insurance (PL)** in accordance with the requirements of the **Royal Institution of Chartered Surveyors (RICS)**.

Our total liability to you, whether in contract, tort (including negligence), or otherwise, shall **not exceed the amount of our Professional Indemnity Insurance cover in place at the time of the claim**.

We will provide evidence of our current insurance levels upon request.

We accept no liability for any loss or damage arising from reliance on our report or advice by any person other than the named client.

Nothing in these Terms limits or excludes our liability for death or personal injury caused by our negligence, or for fraud or fraudulent misrepresentation.

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## 7. Complaints Handling Procedure

We operate a formal **Complaints Handling Procedure (CHP)** in accordance with RICS requirements.

A copy is available on request or via our website.

If you are dissatisfied with any aspect of our service, please contact us directly in the first instance.

If we are unable to resolve your complaint, you may refer it to an **independent redress scheme** approved by RICS.

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## 8. Confidentiality and Data Protection

We treat all information received from clients as confidential unless disclosure is required by law or regulation.

We comply with the **UK General Data Protection Regulation (GDPR)** and our **Privacy Policy**, which explains how we handle and protect your personal data.

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## 9. Intellectual Property

All documents, reports, and materials produced by us remain our property until full payment is received.

You are granted a licence to use the report for its intended purpose. You may not reproduce or share it with third parties without our prior written consent.

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## 10. Termination

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Either party may terminate this agreement by written notice if the other materially breaches these terms or becomes insolvent.

Termination will not affect accrued rights or liabilities.

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## **11. Governing Law and Jurisdiction**

These Terms are governed by and shall be construed in accordance with the **laws of England and Wales**.

The English courts shall have exclusive jurisdiction to resolve any disputes arising from or in connection with these Terms.

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## **12. Acceptance**

By confirming your instruction in writing (including by email) or by making payment, you confirm that you have read, understood, and agreed to these Terms of Engagement.