

## STANDARD TERMS OF ENGAGEMENT

### FOR THE DHKK HOMEBUYER SERVICE

**PLEASE NOTE:** These Standard Terms of Engagement form part of the contract between the Surveyor and the Client for properties in Scotland

1. **The Service.** The standard HOMEBUYER Survey & Valuation Service ('the Service') which is described in Part 2 of these Terms ('the Description') applies unless an addition to the Service is agreed in writing before the Inspection. (An example of such an addition is reporting upon parts which are not normally inspected, such as the opening of all windows.)
2. **The Surveyor** who provides the Service will be a member of The Royal Institution of Chartered Surveyors, who is competent to survey, value and report upon the Property which is the subject of these Terms.
3. **Before the Inspection.** The Client may inform the Surveyor of the agreed price for the Property, or more commonly the asking price for the Property, and of any particular concerns (such as plans for extension) which he or she may have about the Property.
4. **Terms of payment.** The Client agrees to pay the fee and any other charges agreed in writing. The fee will be paid within the timescale stated on the invoice.
5. **Cancellation.** The Client will be entitled to cancel this contract by notifying the Surveyor's office at any time before the day of the Inspection. The Surveyor will be entitled not to proceed with the provision of the Service (and will so report promptly to the Client) if, after arriving at the Property, he or she concludes:
  - a) that it is of a type of construction of which he or she has insufficient specialist knowledge to be able to provide the Service satisfactorily; or
  - b) that it would be in the typical Client's best interests to be provided with a Building Survey, plus valuation, rather than the HOMEBUYER Service.

In case of cancellation, the Surveyor will refund any money paid by the Client for the Service, except for expenses reasonably incurred. In the case of cancellation by the Surveyor, the reason will be explained to the Client.

6. **Liability.** The Report provided is solely for the use of the Client and the Client's professional advisers, and no liability to anyone else is accepted. Should the Client not act upon specific, reasonable advice contained in the Report, no responsibility is accepted for the consequences.
7. **Complaints Handling Procedure.** A copy of the firm's Complaints Procedure is available on request.