

General Terms

1. For the purposes of this document, “we”, “our” and “us” refers to Structural Engineers Reports Ltd (registered number 8043562) and “you” and “your” refers to you.
2. These Terms of Business set out the basis upon which we are appointed by you. As soon as we start work for you, you shall be deemed to have accepted these Terms of Business.
3. Instructions for our services are often taken verbally and confirmed in writing by email or letter, detailing the type of service required and the fee basis. Failure by us to confirm in writing will not invalidate the verbal contract.
4. Where we have agreed a fixed fee with you, if you subsequently request us to carry out extra work beyond the agreed scope, an additional fee will be payable and will be discussed with you before proceeding. Such fee will be calculated on a time charge basis based on the hourly rate for the staff member(s) plus disbursements/expenses unless otherwise agreed.
5. Where we have agreed with you to proceed based on an estimate of our fees we will inform you if our estimate is likely to be exceeded. We will not exceed our original estimate without your prior approval.
6. We will use reasonable skill and care in the performance of the Services set out below. You will provide us with all relevant information in your possession which we may reasonably require to allow us to perform the Services in an efficient and timely fashion.
7. We will let you know as soon as possible if we find that we are unable to carry out your instructions for whatever reason because, for example, the situation with the property/site is significantly different to that previously described to us, we are prevented from doing so by another party or by law, regulation, professional code of conduct or other conflict of interest, or we consider there to be an unacceptable health & safety risk. In such situations, you will be responsible for paying to us the reasonable cost of time spent and expenses incurred up to the point when it became clear that we would be unable to carry out your instructions.
8. We maintain professional indemnity insurance to cover our liability to you if we fail to carry out our services with reasonable skill and care. If you make a claim against us our liability to you will be restricted to the direct losses attributable to our negligence and/or breach of these Terms of Business. Furthermore our liability to you will expire after 6 years from the date our work for you is completed.
9. Our services are normally undertaken in accordance with your particular requirements and for a particular purpose. Consequently any liability which may arise from our services will be restricted to you only and we are not to be held responsible for any action taken by others to whom our report or other output may be made available unless we have agreed otherwise in writing.
10. Unless agreed otherwise we require you to pay in full for our report prior to our inspection of the property. Our report will only be released to you if the invoice(s) relating to our work for you have been paid in full.
11. When pre-payment has not been made, payment is due within 7 days of the invoice date unless agreed otherwise. We reserve the right to charge you interest at a rate of 8% above the Bank of England base rate per annum on all overdue payments.
12. In the event that your circumstances change and you no longer require our services, you should inform us immediately. If you cancel your instructions to us after we have begun working on your behalf, you will pay to us the costs of the time and expenses incurred up to the date of cancellation, based on our standard hourly charge rates.
13. If you dispute the amount shown on the invoice you must inform us as soon as possible and certainly no later than the date when the payment is due.
14. We acknowledge that, from time to time, you will be providing us with personal details. We do not envisage needing to release any of those details to anyone else except for the purposes of any work we do for you. We undertake to you that we will comply with our statutory responsibilities under the Data Protection Act.
15. If you are unhappy with any aspect of the service we provide to you or you feel it could be improved in any way, please inform us immediately. We shall investigate all complaints thoroughly and promptly and we will provide you with an explanation of our findings.
16. If, after our work for you is completed, we are subsequently instructed to advise on the same property or structure for someone else, we reserve the right to refer to the knowledge gained during our work for you and to disclose our previous involvement to them. We will take reasonable steps to contact you before using that knowledge but will be under no obligation to obtain your consent before proceeding.
17. This Agreement will be governed and interpreted in all respects in accordance with the laws of England.

The Services

18. Our structural engineers report will be based on visual observations of the property taken externally and internally. You must provide us with access to all necessary areas. We do not normally move furniture, lift floor coverings or make exploratory holes during an inspection. If our engineer considers that access to any area would be unsafe, or potentially unsafe, we will be unable to access the area until safety measures are arranged, which may incur an additional cost.
19. Our work will be carried out by a chartered structural or civil engineer. These are the required qualifications in situations where our report is requested in connection with a lending / mortgage application or a buildings insurance claim.
20. Unless you instruct us to the contrary our report will cover the main load-bearing elements of the property. The inspection will however be limited to the main building and exclude any detached garages, outbuildings, walls, fences etc. unless you specifically instruct us otherwise.
21. Our report will include details of the inspection, our conclusions on the findings and our recommendations for any further investigations, monitoring, repair or remedial works, or other action required.
22. In the event that our report recommends that further investigations are carried out these may include but are not limited to archive research, interviewing persons or organisations, making exploratory holes or excavations, opening up or taking apart, taking samples, undertaking tests and any other activities necessary to determine the extent and cause of the problem(s).
23. In the course of carrying out our work for you it may be necessary for independent contractors to be appointed to perform specialist services such as drains testing, soil testing or excavating trial holes. If so, we will advise you of the costs of the additional services and obtain your approval before proceeding. On completion of their work, we will settle the contractor's account directly and include their costs (along with a 10% administration charge) in our invoice to you.
24. Certain investigation work may cause damage - particularly to finishes and decorations. If you are not the owner of the property and you request us to carry out any investigation work this will indicate to us that you have all necessary permissions from the owner of the property for us to carry out the work. Reinstatement of damaged areas will be included only if specifically agreed.
25. Where estimated costs, budgets or allowances for building/remedial works are provided by us, these are only to indicate the likely order of costs. They should not be considered as an accurate assessment of costs and must not be relied upon as such. Due to the varying complexity of such works you are advised to obtain written estimates, quotations or tenders from suitable contractors with relevant experience before making any financial commitment.
26. We will not inspect the woodwork or other areas of the property which are covered, unexposed or inaccessible and our report will not therefore indicate that any such part of the structure is free from defect.
27. Our report will not include those aspects normally dealt with in a Building Surveyor's report, including but not limited to:
 - utilities / services
 - valuation
 - decorations
 - roof coverings and the like
 - the position of the property with respect to local amenities
 - the condition of the property with regard to dry rot, timber infestation, dampness and the like.
28. Furthermore, unless noted in the report to the contrary we will not consider matters such as contaminated land, asbestos or other potentially hazardous or deleterious materials which may have been used in the construction of the property.