Harvey's Terms & Conditions

Specific Structural Inspections and Consulting Services – Version 19.4 – effective 21/11/2026 – Part A (all clients) and Part B (business clients)

Please read all these terms and conditions before you book. **Please pay particular attention to clauses 3 to 6 (what is and is not included), clause 12 (the limits on my liability), clause 13 (who can rely on my report) and clause 16 (your right to cancel).** If you are not sure about anything, just phone me on 0208 224 6914 or 07940 834066, or email tony@harveyssurveys.co.uk before you book.

1. Who I am

1.1 Harvey's Structural Surveys ("Harvey's", "I", "me") is the trading name of Anthony Michael Waring, a sole trader, of 18 Windsor Avenue, West Molesey, Surrey, KT8 1PZ. Email: tony@harveyssurveys.co.uk. Office: 0208 224 6914. Mobile: 07940 834066.

1.2 I am a Chartered Building Engineer and Chartered member of the Chartered Association of Building Engineers (C.Build E MCABE), and I am bound by CABE's Code of Professional Conduct. I am also an individual member of the Royal Institution of Chartered Surveyors (AssocRICS). Harvey's is **not** a firm regulated by RICS.

1.3 I hold professional indemnity insurance. Details of the insurer and the territorial cover are available on request.

1.4 VAT is not currently charged on my fees.

2. The contract

2.1 The contract between you (the "Client") and me is made up of: (a) my written quote or booking confirmation, which sets out the agreed service, the area to be inspected or the advice to be given, and the fee (the "Booking Confirmation"); (b) these terms and conditions; (c) my Refund Policy (30-Day Service Guarantee), which applies as set out in clause 19; and (d) for Specific Structural Inspections, my Specific Structural Inspection Information Sheet (the "SSI Information Sheet V11.1 dated 21/11/2026"), which describes the main features of the service. If they conflict, the Booking Confirmation takes priority, then these terms, then my Refund Policy, then the Information Sheet.

2.2 The contract is made when I email you the Booking Confirmation after you have completed my online booking form or otherwise accepted my quote in writing.

2.3 The Client is the person or company named in the Booking Confirmation. If you book on behalf of someone else, you confirm that you are authorised to accept these terms for them.

2.4 In these terms a "consumer" means an individual acting for purposes wholly or mainly outside their trade, business, craft or profession. A "business client" means anyone else. Some clauses apply differently to consumers, and nothing in these terms affects a consumer's statutory rights.

2.5 These terms apply instead of any other terms the Client may put forward, unless I agree otherwise in writing.

2.6 These terms are written mainly for consumers. If you are a business client, **Part B (Additional terms for business clients)** at the end also applies, and it takes priority over Part A where they differ.

2.7 I inspect and advise on residential properties (houses and flats) only. I do not accept instructions for commercial or industrial buildings, or for blocks of flats or other higher-risk buildings, unless I have agreed otherwise in writing.

3. My services

3.1 I now provide only two services: (a) **Specific Structural Inspections** ("SSI"); and (b) **Consulting Services**.

3.2 I do not provide: full building or structural surveys, general structural inspections, RICS Home Surveys (Levels 1, 2 or 3), valuations, mortgage or lender reports, party wall services, energy performance certificates,

asbestos surveys, damp and timber surveys, drainage surveys, schedules of condition or dilapidations, building regulation or planning applications, or contract administration. I do not act as a project manager. Nothing in my report or advice should be treated as one of these services.

3.3 Design and calculations: an SSI or Consulting Service does **not** include structural design, structural calculations, specifications or drawings for building work, or checking anyone else's design. Recommendations in my report describe the type of repair needed and are not a design. If I agree to provide design or calculations, this will be under a **separate written design appointment** with its own scope, fee and terms, confirmed before I start.

3.3A Recommendations are not design. Where my report recommends a repair (for example, replacing a lintel, stitching cracks, or whether underpinning or monitoring may be needed), the recommendation describes the type of work I consider necessary and the further investigation, design or approvals required. It does not size members, specify materials or details, or give a design that a builder can build from. Building work should not start on the strength of my recommendation alone. A suitably qualified designer should prepare the design and specification, and Building Control approval should be obtained where needed. A budget cost (clause 11.3) is guidance only and is not a design.

3.3B **Where design is needed and I do not provide it:** I may give you the name of an independent engineer. If you choose to appoint them, they will contract with you directly, on their own terms and under their own professional indemnity insurance, and you will pay them directly. I will not be responsible for their design or advice, or for supervising their work, unless I agree otherwise in writing.

3.3C **If I agree to provide design:** whether I do it personally or through an engineer I appoint, it will be under a separate written design appointment that sets out the scope, the deliverables, the information relied on, and who is responsible for Building Control, the builder and site supervision. I remain responsible to you for any design I agree to provide. Nothing in these terms excludes or limits my liability under the Defective Premises Act 1972 (see clause 12.6).

3.4 I will carry out the services personally, with reasonable care and skill. I will not subcontract the work without your agreement, other than design that I agree to provide under clause 3.3C.

4. Specific Structural Inspections – what is and is not included

4.1 An SSI is a **visual, non-invasive inspection of the specific defect or area described in the Booking Confirmation only** (for example, cracking to one or two rooms or elevations, a removed wall, or a concern about subsidence). It is **not a survey of the whole property** and it is **not a substitute for a full building survey if you are buying the property**.

4.2 The inspection will be made from within the property and from ground level outside, and from accessible areas that are safe to enter. I may use hand-held equipment such as a moisture meter, level, digital measuring instruments, binoculars, a camera or a pole camera, and a drone where safe, permitted and with the owner’s permission. Any moisture meter readings are indicative only. I may also review published information, such as geological maps (for example British Geological Survey mapping). That is a desktop review and is not a ground investigation.

4.3 Unless agreed in writing in the Booking Confirmation, I will not: (a) open up, lift floorboards or fitted floor coverings, move heavy furniture or stored goods, or remove fixtures or finishes; (b) inspect concealed, covered or inaccessible parts, including foundations, which are assessed only by inference from visible signs and, where relevant, an estimate based on the age and type of the property; (c) test or inspect services (electricity, gas, water, heating, drainage), except that I may lift accessible chamber covers if it is safe to do so, for a visual look where drainage may be relevant to the movement (I do not lift heavy or well-seated covers, use a drain camera or test drains); (d) carry out ground investigations, level or crack monitoring, drainage CCTV surveys or trial pits; (e) look for defects, or inspect or report on parts of the property, outside the agreed area, except that if I happen to notice something that appears serious or dangerous I will mention it in the report (see clause 4.7); (f) inspect roof spaces or voids that are not safely accessible; (g) report on damp, rot or timber infestation, except where they affect the structural defect being inspected (see clause 3.2); or (h) give advice on trees or other vegetation (my assessment of vegetation is visual and is not an arboricultural survey).

4.4 My report records what I could see on the day of the inspection. It is **not a guarantee** that the property is free from defects, that movement has stopped or will not recur, or that the property will remain in the condition described, and it is **not an insurance policy**. Where I recommend further investigation, monitoring or specialist advice, you should obtain it before relying on my conclusions or making any commitment.

4.5 My inspection and report depend on the access, information and documents provided. I am not responsible for defects I could not reasonably see because of limited access, furniture, weather, safety restrictions or information that was withheld or wrong.

4.6 Pre-purchase inspections: if you are buying the property, an SSI reports only on the specific defect or area agreed. It is not a survey of the whole property, a valuation, or a report for a mortgage lender. Before you exchange contracts, I recommend that you also obtain a full building survey of the whole property from a suitably qualified surveyor, and legal advice. The report is for you, the named buyer, only. It is not for the seller, your lender or any later buyer (see clause 13). If you have not exchanged contracts within 6 months of my inspection, please do not rely on the report without asking me whether a re-inspection is needed.

4.7 **Defects outside the agreed area and other surveys:** In every case my inspection is limited to the agreed area. I do not look for defects outside it. If I happen to notice something that appears serious or dangerous, I will mention it in the report, but this is not an inspection of it and the absence of any comment does not mean there are no other defects. I do not inspect or check the rest of the building, whether or not another survey (for example an RICS Level 3 survey) has been carried out. If you have another survey report, please send me a copy; I may refer to it, but I do not check or verify it, I am not responsible for it, and I do not confirm what it found.

5. Consulting Services

5.1 Consulting Services means advice by telephone, email, meeting or site visit, or a letter or short report, on the specific questions agreed in writing. It does not include an inspection or survey unless one is agreed in writing.

5.2 My advice is based only on the information, photographs, drawings and documents you give me and on anything I personally observe. I will rely on that information being accurate and complete, and I will not check information from third parties unless agreed.

5.3 Consulting Services may be for a fixed fee for a defined scope, or charged by the hour (see clause 7). Any work outside the agreed scope is a variation (clause 8).

5.4 Verbal or informal advice (including by telephone or in a short email) is given on the basis that you will ask me to confirm it in writing before you rely on it for any decision involving expenditure, purchase or legal action.

5A. Desktop and remote evaluations

5A.1 A desktop or remote evaluation is a Consulting Service in which **I do not visit or inspect the property**. I review only the photographs, videos, drawings, reports, measurements, descriptions and other information that you or others supply, or information that I may obtain online (the “Supplied Information”), and give my opinion on the questions agreed in writing.

5A.2 I rely on the Supplied Information being accurate, complete, up to date and of the property concerned. I do not check it. I am not responsible for any error in my opinion caused by Supplied Information that is inaccurate, incomplete or misleading, or by anything that the Supplied Information does not show.

5A.3 My findings are provisional. They are not a substitute for an inspection and must be confirmed by an inspection of the property before you rely on them to decide whether to buy, to commit to building work or other expenditure, or to take legal action. A desktop evaluation is not suitable on its own for a purchase decision.

5A.4 Clauses 12 (limits on my liability) and 13 (who can rely on my advice) apply to desktop evaluations.

6. Your responsibilities

6.1 You must: (a) give me a full and accurate description of the problem and any history you know of (for example previous movement, repairs, insurance claims, monitoring or reports); (b) arrange safe access to the property and the relevant areas at the agreed time, and obtain the owner's or occupier's permission if you are

not the owner; (c) tell me about any known hazards, including asbestos, unsafe structures, animals or restricted areas; and (d) tell me the purpose for which you want the report.

6.2 If I cannot gain access, or it is unsafe to carry out the inspection, I may limit the inspection and state this in the report, or rearrange the inspection (see clause 17).

7. Fees and payment

7.1 SSI: the fee is the fixed fee stated in the Booking Confirmation (my SSI fees currently start from £950). Any extras you choose when booking, such as a Budget Cost (currently £150; see clause 11.3) or a hard copy (currently no charge), are added to it. When you book, you enter your card details in the secure payment panel. Your card is authorised for the fee, but no payment is taken at that point. I will charge your card when I email your report. If the card is declined, the report will not be released until payment is made. I may accept another card or a bank transfer instead. If you cancel under clause 16, clauses 16.3 and 16.4 apply instead.

7.2 If more than one month's work is involved, I may invoice monthly for work done.

7.3 **Consulting Services:** either (a) a fixed fee for the scope set out in the Booking Confirmation, or (b) if agreed, charged at £150 per hour (in units of 15 minutes) for time spent, including travel time from West Molesey, plus expenses and disbursements at cost (for example mileage at 45p per mile, parking, printing, searches). For hourly work, I will give you a written estimate before starting. I will tell you promptly, and before exceeding it, if it looks likely to be exceeded. I will not exceed it by more than 10% without your written agreement.

7.3A For hourly or longer-running Consulting Services, I will invoice monthly for time spent and expenses incurred in that month.

7.4 Invoices are payable within 7 days of the invoice date.

7.5 Fees do not include any third-party costs (for example contractors, drain surveys, monitoring, local authority fees). These will be agreed separately.

8. Variations and overtime

8.1 If you ask me to change the service, the area inspected, the questions to be answered or the deadline, I will tell you in writing of any change to the fee or timing. The change will only apply once you have agreed it in writing (email is fine).

8.2 If you ask me to work outside normal hours (09:00 to 17:30, Monday to Friday), and I agree, overtime is charged at one and a half times my hourly rate.

9. Late payment

9.1 If payment is late, I may charge interest at 4% a year above the Bank of England base rate from the due date until payment. (For business clients, see Part B clause B2.)

10. The report

10.1 The written report supersedes any verbal comments made at or after the inspection. You should read it fully, and ask me about anything that is unclear, before you make any legally binding decision or commit to expenditure on the property.

10.2 The report is prepared for the purpose stated in the Booking Confirmation and reflects the condition of the property on the date of the inspection.

10.3 Reports are emailed in PDF format. A hard copy is available if requested at booking.

10.4 If you have any query, or think there is a discrepancy in the report or any other document I have prepared, you must refer it to me.

10.5 I am not responsible for any loss arising from changes made to my documents by anyone else, or from building work that departs from my recommendations, unless I approved the change in writing.

11. Asbestos, leasehold and budget costs

11.1 Asbestos: my inspection is not an asbestos survey (see HSE guidance HSG264). I do not look for asbestos or other hazardous materials, and I do not sample or test materials. If, within the agreed area, I happen to notice materials that I suspect may contain asbestos, I will mention them and recommend specialist advice before they are disturbed. Not mentioning asbestos does not mean that it is not present.

11.2 **Leasehold properties:** I do not review the lease or its legal effect, ground rent or service charges. You should take advice from your solicitor.

11.3 Budget costs: a budget cost can be provided in the report only if you request it when booking and the additional fee is paid. I may agree to provide one later, for a further fee, but I am not obliged to. It is based on the information available to me at the time and is for guidance only. It is not a quotation. It is an approximate guide range for the repairs I describe, and it excludes VAT, professional fees, statutory fees, and the cost of any further investigation or hidden defects unless stated. If you are buying, please obtain contractors' quotations before exchange if the cost matters to your decision. Actual costs can vary considerably between builders depending on the size of the company, their keenness to obtain the work and the final specification. I recommend that all repair costs are confirmed by further investigation and specification and by competitive tenders before you make any legal commitment. I am not liable for differences between my budget cost and contractors' prices.

12. LIMITS ON MY LIABILITY – PLEASE READ CAREFULLY

12.1 Nothing in these terms limits or excludes my liability for death or personal injury caused by my negligence, for fraud or fraudulent misrepresentation, or for anything else that the law does not allow me to limit or exclude.

12.2 I will carry out the services with the reasonable care and skill expected of a competent Chartered Building Engineer providing services of the same type. I will be liable to you for loss caused by my failure to do so, subject to the limits in this clause.

12.3 Cap: subject to clauses 12.1 and 12.6, my total liability to you for all claims arising out of or in connection with the services in the Booking Confirmation, whether in contract, negligence or otherwise, including interest and costs, will not exceed £100,000. I have set this limit having regard to the fee, the limited nature of the services and the insurance available to me. If you would like a higher limit, please ask before you book. I may be able to agree one for an additional fee.

12.4 I will not be liable for: (a) any loss that was not reasonably foreseeable by both of us when the contract was made; or (b) any business losses, such as loss of profit, rent or business opportunity. (For business clients, see Part B clause B3.)

12.5 Net contribution: where you also have a claim against another person (for example a builder, contractor, other consultant, previous owner or insurer) for the same loss, my liability will be limited to the share of that loss that a court would consider just and equitable for me to pay, having regard to my responsibility for it. This applies on the basis that those other persons are treated as having paid their full share, whether or not they actually can.

12.6 Nothing in this clause 12, or in clause 13, limits or excludes any liability I may have under the Defective Premises Act 1972.

12.7 I will not be liable for any delay or failure caused by events outside my reasonable control (see clause 17.3).

13. Who can rely on my report

13.1 The report and any advice are confidential to the Client and are for the Client's use only, for the purpose stated in the Booking Confirmation. No one else (including a buyer, seller, lender, insurer, tenant, neighbour or later owner) may rely on them without my prior written consent, and I accept no responsibility to anyone else.

13.2 You may show the report to your own professional advisers, insurer or contractors so they can advise you, but they may not rely on it as against me.

13.3 The Contracts (Rights of Third Parties) Act 1999 does not apply: no one other than the Client has any right to enforce any part of this contract.

13.4 If you would like another person to rely on the report, please ask me. If I agree, it will be in writing, may involve a fee, and the limits in clause 12 will apply to all parties together.

14. Copyright

14.1 Copyright in my reports and documents remains mine. Once my fees are paid, you may use and copy them for the purpose for which they were prepared, but not publish them or use them for any other purpose without my written consent.

15. Confidentiality and your personal data

15.1 I will keep information you give me confidential. I will not disclose it except: with your permission; to my professional indemnity insurers, brokers and legal advisers; to CABE or RICS if required; or where I am required by law or a court order.

15.2 I process your personal data as a data controller to carry out the services, to take payment, to keep business and tax records, and to deal with any complaint or claim. My lawful bases are the performance of the contract, legal obligations and my legitimate interest in defending claims.

15.3 I keep job files, including reports, notes, photographs and correspondence, for 15 years after the last service, because claims can be brought many years later. I then delete or destroy them securely.

15.4 I am registered with the Information Commissioner's Office (registration number ZC307837). Full details, including your rights and how to complain to the Information Commissioner's Office, are in my Privacy Policy dated 14 May 2018, which is on my website at www.harveyssurveys.co.uk and is available on request.

16. Your right to cancel (consumers)

16.1 If you are a consumer, you have the right to cancel this contract within 14 days without giving any reason. The cancellation period ends 14 days after the day the contract is made (see clause 2.2). This right is separate from my 30-Day Service Guarantee (clause 19).

16.2 To cancel, you must tell me clearly, for example by email to tony@harveyssurveys.co.uk, by post to 18 Windsor Avenue, West Molesey, Surrey, KT8 1PZ, or by telephone on 0208 224 6914 or 07940 834066. You may use the model cancellation form at the end of these terms, but you do not have to. You only need to send your message before the cancellation period ends.

16.3 If you cancel, I will refund all payments received from you without undue delay and in any event within 14 days of the day you tell me. I will use the same means of payment unless you agree otherwise.

16.4 **Early start:** I will not start the services during the cancellation period unless you expressly ask me to (for example by ticking the box on the booking form). If you ask me to start, and you then cancel within the cancellation period, you must pay an amount in proportion to the services provided up to the time you tell me you are cancelling, compared with the full service.

16.5 **Loss of the right to cancel:** if you asked me to start during the cancellation period and acknowledged that you would lose your right to cancel once the service was fully performed, you will lose the right to cancel once I have issued your report (SSI) or completed the agreed Consulting Services.

17. Cancelling or rescheduling after the cancellation period, and events outside my control

17.1 After the cancellation period has ended (or if you are a business client), you may cancel by telling me in writing. You will pay for work already carried out and any costs I cannot recover, up to a maximum of: if you cancel or rearrange less than 48 hours before the inspection: £300.00; after the inspection but before the report: £750.00.

17.2 I may cancel the contract by telling you in writing, and I will refund any fees paid for services not provided, if: you do not provide access or information I reasonably need; it is unsafe to proceed; or I am unable to carry out the services for a reason in clause 17.3.

17.3 Whilst every reasonable effort will be made to carry out the inspection on the agreed date and time, I am not liable for delay or failure caused by matters outside my reasonable control, such as illness or incapacity, traffic or vehicle breakdown, extreme weather, or the vendor or occupier being unavailable. I will contact you to rearrange the inspection. If it cannot be rearranged within a reasonable time, either of us may cancel and I will refund any fees paid for work not done.

18. Complaints

18.1 If you are unhappy with any part of my service, please tell me by email to tony@harveyssurveys.co.uk or by post to 18 Windsor Avenue, West Molesey, Surrey, KT8 1PZ, and give me the opportunity to put things right.

18.2 I will acknowledge your complaint within 5 working days and send you a full written response within 28 days. If I need longer, I will tell you why and when you can expect my response.

18.3 If you remain unhappy, you may raise your concern about my professional conduct with the Chartered Association of Building Engineers (cbuilde.com) or with RICS, of which I am a member. Neither body awards compensation. You may also seek independent legal advice.

19. 30-Day Service Guarantee

19.1 If any client (consumer or business) is not satisfied with the service I provided (for example timeliness, communication, conduct, the clarity of the report, the agreed scope not being followed, or my not answering reasonable follow-up questions), please tell me in writing within 30 days of the date of your report. If I cannot put it right to your reasonable satisfaction within 28 days, and provided you have not used or relied on the report (for example to exchange contracts, buy or sell the property, start building work, negotiate a price, or pass it to a lender, buyer or other person), I may at my reasonable discretion refund the fee you paid for that instruction, as a goodwill gesture and without admission of liability, on the terms of my Refund Policy (Version 3) and Refund Form (Version 2). Before agreeing a refund, I may need to inform my insurer.

19.2 The guarantee does not cover any complaint that my report or advice contains an error or omission, that I was negligent or missed a defect, or that you have suffered a financial loss. Those complaints are dealt with under clause 18, and you keep all your legal rights.

19.3 The guarantee is in addition to, and separate from, your statutory rights (including, for consumers, the right to cancel within 14 days under clause 16), which it does not affect. It does not restrict you from leaving an honest review or taking advice.

20. General

20.1 Each clause operates separately. If a court decides that any part is unlawful or unenforceable, the rest will remain in full force.

20.2 The contract is between you and me only. You may not transfer your rights under it without my written consent.

20.3 These terms, the Booking Confirmation, my Refund Policy and the SSI Information Sheet V11.1 dated 21/11/2026 are the entire agreement between us about the services. Nothing in this clause limits liability for fraud.

20.4 This contract is governed by the law of England and Wales, and the courts of England and Wales have jurisdiction.

PART B – ADDITIONAL TERMS FOR BUSINESS CLIENTS

B1. Part B applies if you are a business client (clause 2.4), for example a landlord letting property as a business, a company, a managing agent or a solicitor instructing on their own account. Clause 16 (consumer cancellation rights) does not apply to business clients.

B2. **Late payment:** if an invoice is not paid on time, I may charge interest and fixed compensation under the Late Payment of Commercial Debts (Interest) Act 1998, currently 8% a year above the Bank of England base rate, plus £40, £70 or £100 depending on the size of the debt, and reasonable recovery costs.

B3. **Excluded losses:** subject to clause 12.1, I will not be liable for any loss of profit, revenue, rent, business, contract, opportunity or bargain, or for any indirect or consequential loss.

B4. **Time limit:** subject to clause 12.1, no claim may be brought against me more than six years after the date of my report or, for Consulting Services, the date of my last written advice.

B5. Cap: the cap in clause 12.3 applies to business clients at the same figure (£100,000). You confirm that you have had the opportunity to ask for a higher limit and that the limits in clause 12 and this Part B are reasonable, having regard to my fee and the insurance available.

B6. You may not withhold or set off any amount against my invoices unless I agree or a court orders it.

B7. Your own terms and conditions do not apply, even if they are referred to in any order or correspondence.

MODEL CANCELLATION FORM (consumers only)

(Complete and return this form only if you wish to cancel the contract.)

To: Harvey's Structural Surveys, Anthony Waring, 18 Windsor Avenue, West Molesey, Surrey, KT8 1PZ. Email: tony@harveyssurveys.co.uk

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract for the supply of the following service: _____

Ordered on [*] / received on [*]: _____

Name of consumer(s): _____

Address of consumer(s): _____

Signature of consumer(s) (only if this form is notified on paper): _____

Date: _____

[*] Delete as appropriate.

Source: Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, Schedule 3, Part B.