



WALKER & COMPANY
CHARTERED SURVEYORS
SURVEYING IS WALKER AND COMPANY

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TERMS AND CONDITIONS OF ENGAGEMENT FOR THE VALUATION OF RESIDENTIAL PROPERTY

WALKER & COMPANY CHARTERED SURVEYORS are instructed by _____

To prepare and submit a valuation report on _____

Purpose of valuation report : _____

Nature of interest to be valued: _____

Our/your letter /fax/email of: _____ *refers and should be read in conjunction with this document.*

The following are Walker and Company's Standard Conditions of Engagement. They set out the terms upon which Walker and Company will undertake the valuation, unless there are any expressly agreed variations, which are confirmed in writing. The report will be prepared by a duly authorized valuer acting on behalf of Walker and Company.

1. The purpose of the valuation report is outlined above.
2. The subject property and interest to be valued are indicated above. The valuation will include fixtures and fittings normally associated with the type of property but excludes personal effects and chattels.
3. Unless otherwise specifically agreed the value reported will be the MARKET VALUE as defined in the attached Guidance Notes for Clients.
4. Subject to paragraphs 6 and 7 below, the valuer shall carry out such inspections and investigations as are, in the valuer's professional judgement, appropriate and possible in the particular circumstances.
5. The valuer shall rely upon information provided by the client and/or client's legal or other professional advisers relating to tenure, tenancies, planning and other relevant matters.
6. The valuer will have regard to the apparent state of repair and condition of the property but will not carry out a building survey nor inspect those parts of the property, which are covered, unexposed or inaccessible. Such parts will be assumed to be in good repair and condition. The valuer will not be under a duty to arrange for the testing of electrical, heating or other services.
7. In reporting the valuer will meet the relevant requirements of the RICS Appraisal and Valuation Manual and will make the following assumptions, which he/she will be under no duty to verify:
 - a) that no harmful or hazardous material has been used in the construction of the property, or has since been incorporated, and that there is no contamination in or from the ground and that it is not land filled ground;
 - b) that good title can be shown and that the property is not subject to any unusual or especially onerous restrictions, encumbrances or outgoing;
 - c) that the property and its value are unaffected by any matters which would be revealed by a local search, replies to the usual enquiries or by any statutory notice, and that neither the property, nor its condition, use or intended use is, or will be unlawful;
 - d) that the inspection of those parts which have not been inspected would neither reveal material defects nor cause the valuer to alter the valuation materially;
 - e) that no radon gas is present at the property.
8. The report will be provided for the stated purpose(s) and for the sole use of the named client. It will be confidential to the client and the client's professional advisers. The valuer accepts responsibility to the client alone that the report will be prepared with the skill, care and diligence reasonably to be expected of a competent valuer but accepts no responsibility whatsoever to any parties other than the client. Any such parties rely upon the report at their own risk. Neither the whole or any part of the report nor any reference to it may be included in any published document, circular or statement nor published in any way without the valuer's written approval of the form and context in which it may appear.
9. The client will pay and submit the fee agreed and the cost of all reasonable out-of-pocket expenses (if so agreed) together with the amount of any Value Added Tax on the fee and expenses, together with the signed acceptance of these terms and conditions of engagement.
10. Where credit terms have been granted the client will pay to Walker and Company the fee agreed, or that fee based upon Walker and Company's scale of fees as confirmed to the client. In addition the client will reimburse Walker and Company the cost of all reasonable out-of-pocket expenses which may be incurred (if so agreed) and pay the amount of any Value Added Tax on the fee and expenses. Our account is to be settled within 30 days of the invoice date. Overdue payments will attract interest at 4% above the HSBC Bank base rate.

I/we confirm my/our acceptance of these Terms and Conditions of Engagement.

Signed _____ Dated _____

FJN/06/2006/1

Offices throughout London & The Home Counties

GUIDANCE NOTES FOR CLIENTS – VALUATION DEFINITIONS

The most commonly used basis of valuation is **Market Value** which is described below.

This is more fully defined in Practice Statement 3 within The RICS Appraisal and Valuation Manual (The Red Book) which was revised in May 2003.

MARKET VALUE (MV)

The estimated amount for which a property should exchange on the date of valuation between a willing buyer and a willing seller in an arm's-length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion.