



Terms & Conditions of Engagement

Client	Abram SASS
Property	72 Princes Avenue, Hull, HU5 3QJ
Basis (Bases) of Valuation	Report & Valuation
Purpose of Valuation	To establish Market Value for SASS
Date of Valuation	7 August 2024
Status of Valuer	Independent
Declaration of Involvement	None

1. The valuation will be prepared in accordance with the Practice Statements in the RICS Appraisal and Valuation Manual.
2. The valuation will be provided in pounds sterling.
3. An inspection will be carried out to the extent necessary to produce the valuation and which is professionally adequate having regard to its purpose and the circumstances of the case. The valuer will undertake a visual inspection only of so much of the exterior and interior of the property as is accessible at ground level or floor level with safety and without undue difficulty from within the boundaries and adjacent public/communal areas. Parts not readily accessible or visible will not be inspected. Furniture, fixtures and affects will not be moved nor floor coverings lifted. Roof voids and under-floor voids will not be inspected. We will assume that there are no matters beyond the extent of our inspection that would have an affect on the value or advice given.
4. The valuation will be based on notes taken at the time of our inspection together with information provided by the client, local authorities and various other parties as indicated in the report. In relying on this information, we will assume that such information is correct and complete and reserve the right to amend our valuation in the light of any subsequent disclosures made to us.
5. The valuation and report is confidential to the client and neither the valuation nor the report nor any part is to be disclosed or made available to any third party without the written approval of Lincolnshire Surveyors.
6. Neither the whole nor any part of the valuation or report may be reproduced in any document, circular or other statement without the prior written consent of Lincolnshire Surveyors of both the form and context in which it will appear.
7. If the valuation or report is disclosed or made available to any third party then it shall be disclosed in full and these terms and conditions and all other terms and conditions set out in the valuation and the report shall be disclosed to, and imposed on, such third party.
8. A building survey will not be carried out, and accordingly no warranty is given or implied that the structure of the property is free from any defect, infestation or rot or that high ilumina cement, concrete or calcium chloride additive or any other deleterious material whatsoever has not been used in the construction of the property. For the purposes of the valuation it will be assumed that a building survey would not disclose any such defects or materials, nor any similar risk-associated substances including radon gas and radioactivity.
9. We will not carry out investigations on site to determine the suitability of the ground conditions and the services. Our valuation will be on the assumption that these aspects are satisfactory and that where development is proposed, no extraordinary expense or delay will arise.

10. We will not carry out any investigations to determine whether or not the site ground conditions and/or buildings have been, or are, contaminated by any deleterious or other hazardous substance or material, and in preparing our valuation we will assume that no contaminative uses have ever been carried out on the property or in any neighbouring land and will assume that no contamination exists.
11. We will assume that no alterations are required under the Equality Act 2010.
12. In the case of both freehold and leasehold property, Lincolnshire Surveyors will, unless notified in writing to the contrary, assume that the property is not subject to any defect in title, any adverse covenant or subject to any unusual or onerous restrictions, rights or outgoings.
13. Unless specifically notified in writing to the contrary, Lincolnshire Surveyors will assume that the property is unaffected by any Town Planning or highway scheme or by any breach or outstanding liability under any relevant statutory or other provision in existence or force.
14. No allowance will be made for any expenses of realization or for any taxation or charge of whatsoever nature (including Value Added Tax) which might arise in the event of a disposal. All properties will be considered as if free and clear of all mortgages or other charges which may be secured thereon.
15. No testing of equipment, plant, machinery or services will be carried out. For the purposes of the valuation it will be assumed that these aspects are satisfactory and the items in good working order. Unless specifically stated in the report, the valuation will not include an amount for plant, machinery, fixtures and fittings other than those normally considered a service installation for the benefit of the property.
16. On accepting instructions to act on behalf of a Company, we will regard as our Clients **both** the Company **and** the individual(s) from whom instructions are received. This means that in addition to the Company, the instructing individual(s) will be personally liable to us for the payment of our fees and expenses incurred as a result of those instructions.
17. The parties to this agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.
18. Lincolnshire Surveyors have a complaint handling procedure and a copy is available upon request.
19. **Breach of Contract** – For breach of contract or a duty of care relating to our valuation: 10% (ten percent) of our valuation of the property. For example, if we value the property at £300,000, any damages you could recover from us would be limited to £30,000.

For breach of contract or duty of care relating to a defect: an amount equivalent to 20x (twenty times) the fee you have paid for this service. For example, if you paid £400, our maximum compensation that we are obliged to pay you would be limited to £8,000.

This shall not exclude or limit our liability for actual fraud, and shall not limit our liability for death or personal injury caused by our negligence.

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

Signed:

Dated: