

SPI

SURVEYORS

Terms & Conditions of Service

SPI Surveyors Ltd | Company No. 15205127

RICS Regulated | England & Wales

Effective Date: 12 June 2026 | Version 1.0

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TERMS & CONDITIONS OF SERVICE

Terms & Conditions of Service

These Terms & Conditions ("Terms") govern all services provided by **SPI Surveyors Ltd** (Company No. 15205127, RICS firm No. 887516, registered in England & Wales, "the company") to you ("the client"). By instructing us or accepting a quotation you agree to be bound by these Terms.

1. Application of Terms & Definitions

These Terms apply to all contracts between the company and the client and relate to client instructions to provide services, which shall be deemed as acceptance of these Terms. Where a service is introduced via a third-party marketplace (e.g. HomeMove), any platform agreement shall also apply, but these Terms shall take precedence in respect of direct obligations.

- **"Company"** / **"We"** / **"Us"** — SPI Surveyors Ltd, Company No. 15205127.
- **"Client"** / **"You"** — the individual or organisation commissioning services.
- **"Services"** — any survey, valuation or ancillary service confirmed in writing.
- **"Job"** — an individual instruction confirmed in writing by both parties.
- **"Report"** — the written output produced following a survey or valuation.
- **"Survey Date"** — the date on which the physical inspection is carried out.
- **"Inspection"** — the on-site visit to the subject property by our surveyor.
- **"RICS"** — the Royal Institution of Chartered Surveyors.

2. Formation of Contract

A legally binding contract is formed upon the client's acceptance of a written quotation and payment (or confirmed payment arrangement) in accordance with Clause 4. No contract is formed solely by provision of a quotation or fee estimate. No variation to these Terms shall be effective unless confirmed in writing by a director of the company.

The company is a subsidiary of SPI Properties Ltd and is regulated by RICS, membership number 887516. Details of RICS-regulated firms: <https://www.rics.org/regulation>

3. Our Services & RICS Compliance

All survey and valuation services are carried out in strict accordance with RICS standards, including:

- RICS Home Survey Standard (2nd Edition, 2021)
- RICS Valuation — Global Standards / Red Book (2022) and UK National Supplement (2019)
- RICS Professional Standards and Guidance, UK
- RICS Guidance Note: Surveying Safely

Services provided include: RICS Level 1 Condition Survey; RICS Level 2 HomeBuyer Report; RICS Level 3 Building Survey; RICS Red Book Valuations (Help to Buy, Shared Ownership, Probate & CGT, Matrimonial, Desktop); and specialist add-on surveys (Drone, Timber & Damp, CCTV Drainage, EICR, Gas & Boiler, Plumbing). Reports are prepared in accordance with RICS professional guidelines using the company template; reports will not be issued on an official RICS template. Reports represent the surveyor's independent professional opinion at the time of inspection and are prepared solely for the named client and specific

transaction.

4. Fees, Pricing & Payment

All fees are quoted inclusive of VAT at the prevailing rate unless otherwise stated. The applicable fee is that confirmed in your written quotation at the time of booking. Payment is required in full at the time of booking unless an alternative arrangement has been agreed in writing (e.g. monthly invoicing for approved marketplace partners).

Card payments are processed via Stripe (PCI-DSS compliant). Card details are not stored by the company. Where additional specialist services are confirmed after the initial booking, a supplementary invoice will be issued and must be settled prior to release of the Report.

A printed and/or paper copy of the Report will not be prepared as standard. Should a copy be required there is an additional fee of £60 (inclusive of VAT) per copy to cover printing and postage costs.

The company reserves the right to apply a late payment charge of 8% above the Bank of England base rate per annum on overdue amounts, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

5. Cancellation, Termination & Postponement

IMPORTANT — Please Read Before Booking

Cancellation fees apply on a tiered basis depending on notice given. Once the inspection has been undertaken, the full fee is due regardless of whether the Report has been issued.

5.1 Company's Right to Cancel

The company reserves the right to cancel the service up to 72 hours prior to the Survey Date without reason. In this instance a full refund will be provided within 5 working days. The company also reserves the right to cancel the inspection at any time, including during the inspection, for the following reasons (the full cost of the service will be due from the client unless the cancellation falls within the 72-hour window above):

- **Keys/Access:** incorrect keys or keycode; access party not available or more than 20 minutes late.
- **Health & Safety:** site or part of site considered unsafe for inspection; construction work in progress without prior safety notification.
- **Dangerous conditions:** any danger to company employees.
- **Inappropriate behaviour:** any behaviour towards company employees considered harmful or in breach of duty of care.
- **Weather:** conditions that unduly impact access or employee safety.
- **Third-party interference:** unauthorised third parties entering the site during inspection (service engineers, removals contractors, building contractors, etc.).
- **Limited access:** locked, sealed, occupied or overgrown areas preventing adequate inspection. The company shall not return without a revisit fee being agreed.

5.2 Client Cancellation — Notice & Fees

The client may cancel the service subject to the following notice-based fee schedule:

Notice Given	Fee Retained by Company
More than 72 hours before Survey Date	Full refund within 5 working days
Between 72 hours and 48 hours	50% of the total fee (incl. VAT)

Between 48 hours and 24 hours	75% of the total fee (incl. VAT)
Less than 24 hours	100% of the total fee (incl. VAT)
Weekend/public holiday booking, less than 72 hours' notice	100% of the total fee (incl. VAT)

Weekends and public holidays are not included in the hourly calculation. Cancellation of an inspection booked for a weekend or public holiday, less than 72 hours prior to the date of inspection, will incur a 100% fee. Notice of cancellation must be given in writing to info@spi-surveyors.com.

5.3 Consumer Cancellation Rights

Consumer clients are advised of their rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Where a client expressly requests that services commence within the standard 14-day cooling-off period by confirming a Survey Date within that period, the client acknowledges that their cancellation rights may be extinguished or reduced proportionally under Regulation 36. This does not affect statutory rights.

6. Access Arrangements & Abortive Visits

It is the client's responsibility to ensure our surveyor has full and safe access to the subject property on the Survey Date. The client commissions the service and subsequent inspection and is in contract with the company; the company has no direct contract with third parties in relation to the service. The client accepts full responsibility for issues relating to access including, but not limited to, delays and cancellations and the costs incurred by the company relating to inspection matters.

Access Failure — Important Notice

SPI Surveyors Ltd accepts no liability for any loss, cost, delay or inconvenience arising from the failure of a vendor, landlord, estate agent, managing agent or any other third party to provide access to the subject property on the Survey Date. Such failure does not entitle the client to a refund of any fee paid.

6.2 Abortive Visit Fee

Where our surveyor attends the subject property and is unable to carry out the inspection due to an access failure — whether caused by the vendor, estate agent, landlord or any other party — this constitutes an abortive visit. The original survey fee shall be retained and an additional **abortive visit fee of £150.00 (inclusive of VAT)** will be charged to cover attendance, travel and time. This fee must be settled before a new Survey Date will be arranged.

6.3 Key & Keycode Access

Where access is provided by key, keycode or similar: (a) the company has the right to cancel if the key collection location, time or date is considered onerous; (b) the company will not return keys through a letterbox or to an unattended location without express written instructions releasing the company from all responsibility at the point of return; (c) where a key must be returned by post, the company will use Royal Mail Signed For 1st Class but accepts no responsibility for keys lost or delayed in transit.

6.4 Tenanted Properties

Where a property is within a tenancy, the company assumes the tenant has been provided with the requisite legal notice period for access. The company will in no way be responsible for failure of a third party to comply with legal access requirements. The company will not arrange access directly with a tenant; arrangements will be undertaken by the client, estate agent or other third party.

6.5 Inspection Scope & Limited Access

The company undertakes a visual inspection from ground floor level externally and floor level internally. Elements above 3 metres will not be inspected without safe access platforms. Roof voids are accessed subject to a risk assessment; the company will not access roof voids without safely installed boarding, or where access hatches are in inaccessible locations, sealed, or locked. The company will not move furniture or personal items, open concealed areas, or use tools to force elements. In the case of limited access, the company will note this within the Report. The company shall not return to the property without a revisit fee being agreed; additional visits are charged at the standard hourly rate.

7. The Report — Scope, Delivery & Use

The company shall prepare a Report reflecting the type of service commissioned. The Report will be prepared in accordance with RICS professional guidelines using the company template. The condition of the property is recorded at the time of inspection; the company does not accept responsibility for defects, damage or issues arising after the date of inspection.

The company aims to deliver Reports within **5 working days** of the inspection being completed (working days exclude weekends and public holidays). Time shall not be treated as a contractual obligation in respect of any delivery date unless specifically agreed in writing prior to instruction. Should the client require expedited delivery, this must be communicated before instruction; an additional charge may apply.

The Report will be made available via the company's electronic portal (<https://spi-portal.dblogic.co.uk>). The Report is prepared for the client's sole and exclusive use. It must not be reproduced in part or whole. Third parties (with the exception of contracted professional advisers and, where applicable, mortgage lenders) may not use it without the company's express written authority. No third party may rely on the Report in whole or in part. Any matters relating to the Report must be communicated directly to the company by the client.

As a RICS member, the company may be required to disclose the Report to RICS Regulation as part of its work to ensure RICS professional standards are maintained; information can be redacted at request.

8. Assumptions

Unless otherwise expressly agreed, while preparing the Report the company assumes that:

- The property (if for sale) is offered with vacant possession.
- The property is connected to mains services with appropriate rights on terms known and acceptable to the client.
- Access to the property is as of right on terms known and acceptable to the client.
- The property is not subject to any unusual or onerous restrictions or covenants affecting the structure or reasonable enjoyment.
- All building regulations, planning permissions and other statutory consents required have been obtained. The company will not verify this but will identify where consents may have been required.
- A suitable insurance-backed guarantee has been provided for works completed to the property.
- The property is unaffected by any matters that would be revealed by a local authority search or statutory notice.

Information obtained from the vendor, estate agent or other third parties at the time of inspection is deemed correct as reported. Errors or inconsistencies in third-party information are not the responsibility of the company. This includes (but is not limited to): tenure; age of property and extensions/alterations; historic insurance claims; planning consents; building regulation approvals; third-party leases and tenancies; and shared accesses, rights of way or other wayleaves.

9. Dangerous Materials, Contamination & Environmental Issues

The company will make no enquiries about contamination or other environmental dangers. If a problem is suspected, the company will recommend further investigations by a qualified specialist.

The company assumes that no harmful or dangerous materials have been used in the construction of the property and does not have a duty to justify this assumption. However, if the inspection reveals that such materials have been used, this will be reported to the client.

The company does not carry out an asbestos inspection or act as an asbestos inspector in relation to properties falling within the Control of Asbestos Regulations 2012. For flats/apartments, the company assumes a dutyholder (as defined in those Regulations), an asbestos register and an effective management plan are in place.

The company accepts no responsibility for inaccuracy of information presented by third parties in relation to the property before, during or after the service is provided.

9.5 Location Risks

The company will advise, based on publicly available data, whether the property is in an area at risk from: **radon** (Health Protection Agency data); **mining activity** (Mining Remediation Authority data); **flooding** (Environment Agency/Natural Resources Wales); and the presence of visible overhead power lines or transformer stations. The company cannot assess the health effects of such features.

10. Consents, Approvals & Searches

The company will assume that all building regulations, planning permissions and other consents required have been obtained. In the case of new buildings, alterations and extensions, the company will not verify whether consents have been obtained but will identify where they may have been required. The client is advised to clarify all such matters through their legal adviser. The company will not inspect drawings and specifications nor comment upon them.

The company cannot comment upon the suitability of client-proposed structural alterations. The client is advised in such instances to commission a suitably qualified architect and/or structural engineer.

These Terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

11. Limitation of Liability

Nothing in these Terms limits or excludes liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation, or any other matter that cannot be excluded by law.

Any service, inspection or Report is strictly and exclusively for the use of the client. The company cannot accept responsibility or liability if it is used or relied upon by anyone else. In order to balance risk fairly between the parties, the company has capped its liabilities in accordance with RICS recommendations, as follows:

- **Breach relating to a Valuation:** maximum compensation limited to 5% of the valuation of the property as assessed by the company and submitted in the Report. For example: a property valued at £200,000 — maximum damages limited to £10,000.
- **Breach relating to a Defect:** maximum compensation equivalent to twenty times the fee paid by the client for the service, excluding VAT. For example: fee of £450 (excl. VAT £375) — maximum damages limited to £7,500.

The company will not be considered negligent or at fault for issues or potential losses considered outside its control, including but not limited to: access failures by third parties; inaccurate information provided by vendors or estate agents; or delays caused by third-party factors. The company shall not be liable for indirect or

consequential loss, loss of profit, loss of business, or any special or exemplary damages.

12. Referral Fees

The company may pay a referral fee or inducement to a third party for recommending our services to the client. Where this applies, it will be disclosed in accordance with RICS requirements.

13. Professional Indemnity Insurance

SPI Surveyors Ltd maintains professional indemnity insurance at all times in accordance with its obligations as a RICS-regulated firm. Details are available on request: info@spi-surveyors.com.

14. Complaints Procedure

How to Make a Formal Complaint

If you believe you have cause for complaint, the company has a formal complaints procedure in accordance with RICS standards. Please follow the steps below.

Step 1 — Submit a Formal Written Complaint

Write to the company at info@spi-surveyors.com or by post to SPI Surveyors Ltd, First Floor, Swan Buildings, 20 Swan Street, Manchester, M4 5JW. Mark the correspondence clearly as “Formal Complaint”. Include: your full name, Job reference, subject property address, a clear description of the complaint, and the outcome you are seeking. Please ensure, where possible, that a complaint is whole and inclusive; multiple complaints relating to the same service will be treated as a single complaint for liability purposes.

Step 2 — Acknowledgement

The company will acknowledge receipt in writing within **3 business days**.

Step 3 — Investigation

The company will investigate in accordance with the RICS standard complaints procedure and provide a full written response within **21 calendar days**. Where a complaint is complex, an extended timescale will be communicated within that period.

Step 4 — RICS Referral

If not satisfied with the company’s response, the client may refer the complaint to the RICS Dispute Resolution Service: www.rics.org/complaints or 020 7334 3806.

15. Responsibilities & Communication

All communication relating to an instruction should be made directly to the company via info@spi-surveyors.com. The company aims to provide an initial response within **24 hours** Monday to Friday (9:00am–5:30pm). Communications received outside these hours, including weekends and public holidays, will be treated as received the following working day.

The company further aims to provide substantive responses within **72 hours**. Where a specific team member is unavailable, the matter will be passed to another member of the company. The company will not accept liability for losses incurred by the client due to response timeframes.

16. Intellectual Property

All Reports produced by the company remain its intellectual property. The client is granted a non-exclusive, non-transferable licence to use the Report solely for the purpose for which it was commissioned. The Report must not be reproduced in part or whole without prior written consent.

17. Force Majeure

The company shall not be liable for failure or delay in performing obligations resulting from circumstances beyond its reasonable control, including acts of God, extreme weather, fire, flood, pandemic, civil disturbance, industrial action, failure of third-party suppliers, or government restrictions. Where a force majeure event affects a confirmed Survey Date, the company will notify the client as soon as practicable and use reasonable endeavours to reschedule at no additional cost.

18. Governing Law, Jurisdiction & Miscellaneous

These Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute.

These Terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

The company will process client personal data in accordance with applicable law for the purpose of providing services. Full details are set out in the company's Privacy Policy available at spi-surveyors.com/privacy-policy.

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