

BRIGHTER SURVEYORS LIMITED
TERMS AND CONDITIONS
LEVEL 2 AND LEVEL 3 RESIDENTIAL SURVEYS

Version: 24 September 2026

1. BASIS OF ENGAGEMENT

These Terms and Conditions apply to the agreement between Brighter Surveyors Limited (“we”, “us”, “our”) and the named client (“you”, “your”) for the provision of a Level 2 Home Survey or Level 3 Building Survey.

These terms are read together with our written quotation, instruction confirmation and the description of the agreed service. These documents identify the client, property, survey level, fee and any additional services or property-specific arrangements.

The contract begins when you accept the proposed instruction and applicable terms and we confirm acceptance in writing. An enquiry or request for a quotation does not itself book a survey.

Changes to the agreed service or fee require your express agreement.

2. PROFESSIONAL STANDARDS

We will undertake the service with reasonable care and skill in accordance with the applicable RICS Home Survey Standard, relevant professional requirements and applicable law.

The report represents our professional opinion based on the condition of the property at the inspection date. It is not a guarantee that the property is free from defects or that defects will not develop subsequently.

If we consider the property unsuitable for the agreed survey level, we will explain the reasons and discuss the appropriate course of action before undertaking additional chargeable work.

3. NATURE AND SCOPE OF INSPECTION

The inspection is visual and non-destructive. Unless separately agreed, it does not include:

- Destructive opening up or dismantling.
- Removal of fixed finishes.
- Specialist testing of services.
- Sampling or laboratory analysis.
- Structural calculations.
- Specialist investigations.

Only those parts of the property that are reasonably accessible and safe to inspect will be examined.

A Level 3 survey involves a more extensive inspection and a more detailed assessment of construction, defects, likely causes, remedial options and maintenance than a Level 2 survey. The accompanying service description explains the inspection and reporting scope for the agreed level.

The survey cannot establish the condition of concealed or inaccessible areas. These limitations do not remove our responsibility to consider relevant visible evidence and recommend further investigation where appropriate.

A market valuation, insurance reinstatement assessment, detailed repair cost estimates, specifications, schedules of work and supervision of repairs are excluded unless expressly included in the written instruction.

4. ACCESS AND LIMITATIONS

Inspection may be restricted by occupation, stored goods, floor coverings, fitted furniture, finishes, weather or safety considerations.

We will not:

- Move heavy furniture or possessions.
- Lift fixed floor coverings.
- Force access or remove screwed-down panels.
- Cut, drill or create openings in the structure.
- Enter areas considered unsafe.

Accessible hatches, loose coverings and lightweight items will be dealt with as appropriate to the agreed survey level, with permission and where safe and practicable.

Significant restrictions and areas not inspected will be identified in the report, together with their implications and any recommended further investigation.

You should tell us before the inspection about known hazards, access restrictions, proposed alterations and any particular concerns about the property.

5. SPECIFIC ELEMENTS OF INSPECTION

(a) Roofs

Roof coverings and roof spaces will be inspected using suitable accessible observation points and equipment, according to the agreed survey level.

Ladder access will be used only where safe and reasonable. Access openings approximately three metres above the relevant standing level are the usual practical limit for ladder access.

We will not walk on unsafe roof surfaces. Significant restrictions will be recorded in the report.

(b) Floors

Accessible floors and subfloor areas will be inspected as appropriate to the survey level.

Suitable unfixed access hatches, loose boards or coverings may be lifted where safe and practicable and without damage. Fixed boards and fitted coverings will not be disturbed, and new access openings will not be created.

(c) Structural Timber

Accessible timber elements will be visually inspected. No invasive investigation or structural calculations will be undertaken unless separately agreed.

(d) Walls and Structure

Walls and accessible structural elements will be examined for evidence of movement, deterioration and other defects. Excavation and exposure works are not included.

(e) Grounds, Boundaries and Outbuildings

Accessible grounds, boundaries and outbuildings will be inspected within the agreed service scope. Inspection of shared areas will depend on available access and the accompanying service description.

Specialist testing or certification of renewable energy systems, lifts, swimming pools and other specialist installations is excluded unless agreed in writing. Relevant visible concerns will nevertheless be reported where they fall within the survey scope.

(f) Services and Drainage

Accessible electricity, gas, water, drainage and heating installations will be inspected within the agreed scope. No specialist testing, certification or dismantling will be undertaken.

For Level 3, services will also be observed in normal operation where safe and practicable. This does not establish their efficiency, full condition, regulatory compliance or safety.

Accessible drain inspection covers will be lifted where appropriate to the survey level and safe to do so without damage or injury.

Covers that are excessively heavy, sealed, fixed or otherwise unsafe will not be lifted. Heavy furniture, planters, decking and other substantial obstructions will not be moved to obtain access.

Significant restrictions will be recorded in the report.

6. DELETERIOUS AND HAZARDOUS MATERIALS

The survey does not constitute an asbestos survey under the Control of Asbestos Regulations 2012 and does not include sampling or laboratory analysis.

If asbestos-containing materials, high alumina cement, lead pipework or other hazardous materials are suspected from the inspection or relevant research, this will be reported with advice to obtain specialist assessment where appropriate.

An absence of visible evidence does not establish that hazardous materials are absent.

Relevant radon risk identified through the research appropriate to the service will be reported, with advice on further assessment where necessary.

7. CONTAMINATION AND ENVIRONMENTAL RISK

We do not carry out environmental sampling or contamination testing.

Relevant environmental concerns identified through the inspection, appropriate research or local knowledge will be reported. Further specialist investigation will be recommended where justified.

The survey does not certify that the property or ground is free from contamination or environmental risk.

8. LEGAL MATTERS AND CONSENTS

We do not investigate legal title, undertake conveyancing searches or certify compliance with planning, building regulations or listed building requirements.

We will identify relevant matters arising from the survey for your legal adviser to investigate.

Your legal adviser should verify permissions, approvals, ownership, rights, restrictions, guarantees and other legal documentation before you make a binding commitment.

The survey is not a substitute for those enquiries.

9. FEES AND PAYMENT

The agreed fee, including any applicable VAT, will be confirmed in writing and is payable before inspection unless otherwise agreed.

Additional services and charges require your prior agreement.

Advance payments towards an agreed fee for surveying services are not treated as client money under the relevant RICS client-money arrangements. This does not affect your cancellation or refund rights.

10. CANCELLATION AND LATE CANCELLATION

Statutory cancellation rights

Where you are a consumer and the contract is made at a distance or away from our business premises, you normally have a statutory right to cancel without giving a reason until 14 days after the day the contract is made. Any longer cancellation period required by law remains available.

You may cancel by a clear statement by email, post or telephone using the contact details supplied with your quotation. You may use the model cancellation form supplied with your instruction, but this is not compulsory. Sending your cancellation before the statutory deadline is sufficient.

We will obtain your separate express request before starting work within the cancellation period. Work may include preparatory research, inspection and report preparation.

If you cancel after work has begun at your express request, any charge will be limited to the proportion lawfully payable for the service supplied up to cancellation. No charge will be made where the legal requirements for charging have not been met.

The statutory right to cancel ends on full performance only where you expressly requested early performance and acknowledged beforehand that completing the service would end that right.

Inspection alone does not complete a service that includes preparation and delivery of a report.

Any statutory cancellation refund will be made within 14 days after we are informed of cancellation, less any lawful charge, using the original payment method unless otherwise agreed and without a refund fee.

Other cancellations and failed access

Your statutory rights take priority over the following arrangements.

If you cancel more than 48 hours before the agreed inspection time, no cancellation fee will be payable.

For cancellation within 48 hours, cancellation after work begins, or failed access attributable to your arrangements, we may charge our reasonable net loss resulting from the cancellation or failure.

We will account for costs saved and replacement work, explain the calculation and avoid double recovery. The total charge will not exceed the agreed fee.

The full fee does not become automatically non-refundable merely because the inspection has taken place.

If an inspection cannot proceed because of unsafe conditions, adverse weather or another event outside your control, we will discuss rearrangement or cancellation rather than impose an automatic abortive charge.

11. RESTRICTION OF RELIANCE

The report is prepared for the named client or clients for the agreed property and purpose.

You may share it with professional advisers assisting you with that purpose. Sharing does not give those advisers or another person an independent right to rely on the report unless expressly agreed in writing or required by law.

No other person may enforce the contract under the Contracts (Rights of Third Parties) Act 1999, except where the contract expressly provides otherwise.

12. LIMIT OF LIABILITY — PLEASE READ CAREFULLY

12.1 Subject to clause 12.3, Brighter Surveyors Limited's total liability arising out of or in connection with a particular survey instruction, including the inspection, report and associated advice, shall not exceed **£2,000,000 (two million pounds)**, unless a different limit is expressly agreed in writing before the instruction is accepted. This applies whether liability arises in contract, tort (including negligence), breach of statutory duty or otherwise.

12.2 This is a total limit for all claims arising from that instruction and all named clients collectively, not a separate limit for each claim or client. The agreed limit does not depend on the amount recoverable under our professional indemnity insurance.

12.3 Nothing in these terms excludes or restricts liability for:

- (a) Death or personal injury caused by negligence.
- (b) Fraud or fraudulent misrepresentation.
- (c) Any liability or consumer right that cannot lawfully be excluded or restricted.

12.4 Please tell us before instructing us if the agreed purchase price or estimated property value exceeds £2,000,000. We will review the proposed instruction, available insurance and appropriate liability arrangements before confirming whether we can accept it. A higher property value does not automatically increase the agreed liability limit.

12.5 We will draw the agreed limit specifically to your attention before you instruct us. Please raise any request for a different limit before accepting our terms.

13. TIME LIMITS FOR CLAIMS

Claims are subject to the applicable statutory limitation periods. These terms do not impose a separate deadline of six years from the inspection date.

Please notify us promptly of any concern so that we can investigate while relevant evidence remains available.

14. CLIENT RESPONSIBILITY

You should read the whole report and contact us if anything is unclear. We will provide an opportunity to discuss its findings and recommendations.

Recommended investigations, specialist advice, repair quotations and legal enquiries should be obtained before exchanging contracts or otherwise committing to purchase where the findings could affect your decision.

If you believe a defect has been missed, please notify us and provide a reasonable opportunity to inspect before repairs or alterations remove relevant evidence. This does not prevent emergency work needed to protect people or prevent further damage.

You should take reasonable steps to avoid unnecessary loss. Failure to follow recommendations does not automatically invalidate a claim; its effect depends on its relevance to the loss claimed.

15. HEALTH AND SAFETY

We may restrict, postpone or stop an inspection where conditions present an unacceptable risk.

We will explain the restriction and discuss the available options. Any resulting charge will be governed by clause 10 and your statutory rights.

16. DATA PROTECTION, CONFIDENTIALITY AND RECORDS

We handle personal information in accordance with applicable data protection law and the Privacy Notice supplied or linked with your instruction.

We protect confidential information and disclose it only for an authorised purpose, with appropriate consent, or where required or permitted by law.

Relevant information may be disclosed to service providers, insurers, professional advisers, complaints or redress bodies, or RICS where reasonably necessary and lawful, subject to appropriate safeguards.

Survey records will normally be retained securely for 15 years following completion of the service to meet professional and potential claims requirements. Particular information may be retained for a different period where justified by legal requirements or an ongoing matter, as explained in our Privacy Notice.

As a RICS-regulated firm, relevant files may be subject to audit or regulatory review.

17. INTELLECTUAL PROPERTY

Copyright in the report remains with Brighter Surveyors Limited.

You may retain and copy it for your own use and share it with professional advisers as permitted by clause 11.

Publication, resale or use for a different purpose requires our written permission.

These restrictions do not prevent disclosure required by law or reasonably necessary for a complaint, insurance notification or legal proceedings.

18. EVENTS OUTSIDE OUR CONTROL

If an event outside our reasonable control affects performance, we will notify you promptly and take reasonable steps to minimise disruption.

We will discuss revised arrangements. If the service cannot be completed within a reasonable time, you may end the instruction and receive a refund for work not supplied, without affecting your other legal rights.

This clause does not exclude liability for our own negligence or remove statutory remedies.

19. AGREEMENT AND CONSUMER RIGHTS

These terms and the accompanying written instruction documents record the agreement between us.

They do not exclude information or representations that the law makes binding. Changes require express agreement.

Nothing in these terms removes your statutory rights. If a provision is unenforceable, the remaining provisions continue so far as legally possible.

20. GOVERNING LAW

The agreement is governed by the law of England and Wales.

The courts of England and Wales may hear disputes, without removing any mandatory right a consumer has to bring proceedings in another jurisdiction.

21. COMPLAINTS AND PROFESSIONAL INFORMATION

We operate a written complaints handling procedure, including access to an appropriate independent redress scheme.

The complaints procedure, relevant contact and independent redress details are supplied with your engagement information. Raising a complaint does not remove your legal rights.

Our accompanying engagement information also contains the applicable RICS regulated-firm statement and Responsible Principal details, and states whether a referral fee or equivalent payment is involved in your instruction.

22. USE OF ARTIFICIAL INTELLIGENCE

We use AI-assisted tools within our surveying software to support the preparation and refinement of report wording. The surveyor reviews and approves the report and remains responsible for its findings and recommendations.