BRIGHTER SURVEYORS LIMITED
TERMS OF ENGAGEMENT FOR VALUATIONS

Version 24 September 2026

1. BASIS OF ENGAGEMENT

These terms apply to residential property valuations in England and Wales provided by Brighter Surveyors Limited ("we", "us" or "the Company") for the client or clients identified in our written instruction confirmation ("you"). They are read together with our quotation, instruction confirmation and any expressly agreed additional terms.

The instruction confirmation records the property and interest to be valued, client and any other intended users, valuation purpose, basis of value, valuation date, responsible valuer, fee, scope of inspection and investigations, and any special assumptions or other particular requirements. These matters are agreed in writing before work begins. Where an agreed instruction-specific term differs from these standard terms, the instruction-specific term takes priority, subject to your statutory rights.

The contract begins when you accept the proposed instruction and these terms and we confirm acceptance in writing. An enquiry or request for a quotation does not itself book a valuation. Changes to the service or fee require your agreement.

2. THE SERVICE

We provide the valuation service described in the instruction confirmation. The valuation will be prepared with reasonable care and skill in accordance with the applicable RICS Valuation - Global Standards (the Red Book), incorporating the International Valuation Standards, and the applicable UK National Supplement. Any permitted departure will be explained and agreed in writing.

The report is for the agreed purpose only. Mortgage lending, tax, probate, matrimonial or other court-related use must be expressly included in the instruction; a report prepared for one purpose must not be relied on for another. Where a statutory basis or procedural requirement applies, it will be identified in the instruction confirmation. Tax advice, negotiation with a tax authority, expert witness work and attendance at court are not included unless separately agreed.

Additional services, including repair cost estimates, schedules of work, supervision of works, reinspection or detailed reports on particular defects, require separate written agreement on scope and fee.

3. THE SURVEYOR AND PROFESSIONAL STANDARDS

The responsible valuer will be identified in the instruction confirmation and will hold AssocRICS, MRICS or FRICS membership and RICS Registered Valuer status, with appropriate competence and experience for the instruction. We will act independently and objectively and check for conflicts of interest and relevant previous involvement before accepting the work. Any matter requiring disclosure or consent will be addressed before proceeding. If a conflict arises later, we will inform you and agree the appropriate next steps; we will not continue where professional rules prohibit it.

Brighter Surveyors Limited is regulated by RICS. We undertake to comply with its Rules of Conduct and applicable mandatory professional standards and cooperate with its regulatory oversight. Our instruction confirmation identifies the firm's nominated RICS Responsible Principal and provides their contact details. Our valuation files may be examined by RICS as part of its monitoring and regulatory work.

4. BEFORE THE INSPECTION

Please tell us the agreed or proposed purchase price, the intended use of the valuation and any particular concerns about the property. Please supply relevant information you hold about ownership, leases, tenancies, alterations, defects, cladding, planned works and service charges, together with any reports or notices that may affect value. Tell us of any material change or error in that information when you become aware of it.

Please arrange agreed access and tell us about known hazards or restrictions. We may restrict or postpone an inspection where access is unsafe or inadequate. We will explain any resulting limitation and discuss further arrangements and any additional fee before incurring it.

5. FEES AND THE WRITTEN REPORT

The agreed fee, including any applicable VAT, is confirmed in writing and is payable before inspection unless otherwise agreed. Additional services or charges require your prior agreement. Payments remain subject to the cancellation and refund provisions below.

We will email the report as a PDF within the agreed timescale or, if none is agreed, within a reasonable time after completing the necessary inspection and enquiries. We will advise you of material delays. Preliminary verbal comments should be read in the context of the completed report; this does not exclude responsibility for advice on which the law permits you to rely.

6. CANCELLATION

If 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 can cancel by a clear statement using the contact details in our quotation, including by email, telephone or post. You may use the model cancellation form supplied with your instruction, but do not have to. Sending your cancellation before the deadline is sufficient.

Before starting work within that period, we will obtain your express request to begin early. This includes preparatory research, inspection and report preparation. If you then cancel, you will pay only the lawful proportion of the agreed price for services supplied up to cancellation. No charge will be made where the legal conditions for charging have not been met.

Your statutory cancellation right ends on full performance only if you expressly requested early performance and acknowledged beforehand that full performance 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 paid within 14 days after we are informed of cancellation, less any lawful charge, using the original payment method unless otherwise agreed, without a refund fee.

Outside these statutory arrangements, any cancellation or failed-access charge will be limited to our reasonable net loss attributable to the cancellation or failure, allowing for costs saved and replacement work. We will explain the calculation, avoid double recovery and charge no more than the agreed fee. The full fee does not automatically become non-refundable on inspection. These arrangements do not restrict your rights if we breach the contract.

7. USE OF THE REPORT

The report is prepared for the named client and any other expressly identified intended users, for the agreed purpose. You may share it with professional advisers assisting with that purpose and with recipients expressly identified in the instruction confirmation. Sharing does not give anyone an independent right to rely on it unless we have agreed that right in writing or the law requires it.

Copyright remains with the Company. You may retain and copy the report for the agreed purpose. Other publication or commercial reuse requires written permission. These restrictions do not prevent disclosure required by law or reasonably necessary for a complaint, insurance notification or legal proceedings. Except for rights expressly granted to an identified third party, no third party may enforce this contract under the Contracts (Rights of Third Parties) Act 1999.

8. LIABILITY

8.1 Subject to the exceptions below, the Company's total liability arising out of or in connection with a particular valuation 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.

8.2 This is one 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.

8.3 Please tell us before instruction if the agreed purchase price or estimated property value exceeds £2,000,000. We will review the instruction, insurance arrangements and appropriate liability limit before confirming acceptance. A higher property value does not automatically increase the agreed liability limit.

8.4 We will draw the agreed limit specifically to your attention before you instruct us. Any request for a different limit should be raised before accepting these terms.

The report and associated advice are provided by the Company. The responsible valuer acts on its behalf. To the extent permitted by law, you agree to bring contractual or negligence claims relating to the service against the Company rather than its individual employees or agents. This does not reduce the Company's responsibility or exclude any individual's liability that cannot lawfully be excluded.

Nothing in these terms excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability or consumer right that cannot lawfully be excluded or restricted.

Claims remain subject to the applicable statutory limitation periods. Please tell us promptly of any concern and give us a reasonable opportunity to investigate. You should take reasonable steps to avoid unnecessary loss; this does not impose an automatic bar to a claim.

9. COMPLAINTS HANDLING

We operate a written complaints handling procedure. Please raise any complaint with the person identified in the complaints procedure supplied with your instruction documents; a further copy is available on request. We will investigate and respond in accordance with that procedure.

If the complaint remains unresolved, our independent consumer redress provider is CEDR (Centre for Effective Dispute Resolution). The complaints procedure explains how to refer an eligible complaint to CEDR, including its contact details, applicable time limits and scheme rules. Making a complaint or seeking independent redress does not remove your legal rights.

10. PRIVACY AND CONFIDENTIALITY

We process personal information in accordance with applicable data protection law and our Privacy Notice, supplied or linked with your instruction. It explains how information is used, shared and retained and how to exercise your data rights.

We protect confidential information. Disclosure may be made where authorised, legally required or reasonably necessary and lawful for providing the service, professional advice, insurance, complaints handling or regulatory purposes, with appropriate safeguards.

11. DESCRIPTION OF THE VALUATION SERVICE

Unless otherwise agreed, we undertake a visual inspection of reasonably accessible internal and external areas to inform the valuation. This is not a Level 2 or Level 3 survey or a detailed assessment of the building's condition. A desktop or remote valuation, its information sources and limitations must be expressly agreed before work begins.

We consider the apparent construction, accommodation, condition and relevant market evidence. We do not open up the structure, lift fixed floor coverings, move heavy furniture or inspect concealed or inaccessible parts. We do not test services, expose drains, undertake structural calculations or carry out specialist environmental or fire safety assessments unless expressly agreed.

The inspection cannot establish that concealed areas or untested services are free from defects. We will nevertheless consider relevant visible evidence and information, explain material limitations and recommend further enquiries where necessary. If reliable valuation advice cannot be provided within the agreed scope, we will discuss additional investigations, a justified qualification or special assumption, or withdrawal from the instruction.

Information may come from you, your advisers, property records, agents, public or subscription sources and our own records. We will apply professional judgement to its reliability and make checks appropriate to the instruction. Material information that remains unverified, and any necessary verification before reliance, will be identified.

Our work will consider significant environmental, sustainability and other relevant factors where they may affect value, within the agreed scope. It does not provide a separate environmental audit, energy assessment or ESG rating.

12. MARKET VALUE AND VALUATION DATE

Unless the instruction specifies another appropriate basis, we assess Market Value using the definition in the applicable International Valuation Standards incorporated in the Red Book. The applicable definition will be provided with the instruction confirmation. Any statutory valuation basis required for an agreed tax or other purpose will be separately identified and explained.

Values will be stated in pounds sterling unless otherwise agreed. The valuation date is the date agreed in the instruction confirmation, normally the inspection date for a current valuation. A retrospective valuation uses the agreed historical date and information relevant to that date.

The figure is a professional opinion at that date, not a guaranteed sale price or a prediction of future value. Subsequent changes in the market, the property or relevant information may affect it. We have no continuing obligation to update it unless separately instructed, without affecting our responsibility for the original service.

13. ASSUMPTIONS AND LEGAL MATTERS

Our instruction confirmation and report identify the assumptions used. Assumptions are subject to the information and evidence available; we will not continue to rely on a general assumption where it appears inappropriate. Any special assumption must be relevant, reasonable for the purpose and expressly agreed in writing before the report is issued.

Unless the agreed scope provides otherwise, we do not carry out conveyancing searches, certify title or verify planning and building regulation approvals. We rely on information identified in the report and state any assumptions concerning lawful use, approvals, title, access rights, services or environmental matters. Material matters needing legal or specialist confirmation will be highlighted. We do not certify the absence of contamination, hazardous materials or hidden defects.

The freehold or leasehold interest, occupation and any tenancies will be identified. Leasehold valuations will reflect the lease information available, including the remaining term, ground rent, review provisions, service charges and material restrictions or liabilities. We do not automatically assume a minimum lease term or nominal ground rent. Missing information will be identified and any material assumption agreed; further information may require the valuation to be reconsidered.

Unless the agreed valuation purpose requires otherwise, movable contents are excluded. Sales incentives will be considered and treated appropriately to the valuation basis and purpose.

14. CLADDING AND FIRE SAFETY INFORMATION

The valuation is not a fire safety assessment or certification of the external wall system. Where cladding, fire safety, remediation or associated costs may affect value, we may require an EWS1 form or other appropriate evidence. We will consider relevant information and its implications within our competence and the agreed scope.

We will not automatically assume that a satisfactory EWS1 or other assessment exists. If necessary information is unavailable, we will explain whether the valuation must be deferred, qualified or undertaken on an expressly agreed and appropriate special assumption. Any material restrictions on reliance will be stated.

15. REPORT USE PERIOD AND UPDATES

Unless the instruction specifies otherwise, the report is intended for use within three months of its issue date. This is a use period, not a guarantee that the valuation figure remains unchanged. Any recipient's acceptance requirements must also be met. Material changes may require an update sooner. For retrospective valuations, the report continues to address the agreed historical date rather than a rolling current value.

A private desktop update may be available at half the original valuation fee, on the same VAT basis, if requested within 10 working days of expiry of that three-month period. Availability depends on the purpose, recipient's requirements, available evidence and whether a further inspection is needed. The update may produce a different value and will state its own valuation date.

Only one private desktop update is available under this arrangement before a new valuation instruction is required. An original remote valuation cannot be extended under this arrangement. Any other work or charge will be agreed before proceeding.

16. REINSTATEMENT COST

An insurance reinstatement assessment is included only where expressly agreed. It is distinct from Market Value and addresses rebuilding costs on the stated basis and at the stated assessment date.

The agreed scope will identify the buildings and other structures included and the treatment of demolition, site clearance, professional fees and VAT. We will state relevant assumptions and exclusions. A standard assessment using modern construction methods may be unsuitable for listed, historic or unusual buildings or buildings with substantial specialist features; a separate specialist assessment may be required.

The assessment assists with arranging buildings insurance but does not determine the insurer's policy terms or guarantee the adequacy of cover. You should provide it to your insurer and check their requirements for rebuilding standards, inflation and other insured costs.

17. USE OF ARTIFICIAL INTELLIGENCE

We use AI-assisted tools within our surveying software to support the refinement of our own report wording. The valuer checks that changes preserve the meaning and reviews and approves the report. The valuer remains responsible for the valuation, findings and recommendations. This wording assistance does not determine the valuation or replace the valuer's professional judgement.

18. AGREEMENT AND GOVERNING LAW

Nothing in these terms removes your statutory rights or excludes information or representations that the law makes binding. If a provision is unenforceable, the remaining provisions continue so far as legally possible.

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 elsewhere.