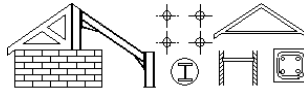

Finite Design Ltd

Structural and Civil Engineers

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Structural Visual Inspections of Residential and Commercial Properties

Terms of Agreement and Conditions of Engagement

1. Finite Design will act as Consulting Structural Engineers and will exercise all reasonable skill, care and diligence in inspecting and appraising the property.
2. The property will be visited and an opinion will be given on any defects specifically described by the Client to Finite Design. The general state of the structure will be observed and verbal comments will be given on any obvious structural defects seen.
3. The inspection will be confined to the structural integrity of the floors, walls and roof inasmuch as these are not covered or inaccessible. For example concealed surfaces will not be revealed by removing wallpaper or plaster or floor coverings and attics must have adequate entries and access ladders. It should not be assumed that hidden defects which may not be determined from the inspection do not exist.
4. Finite Design's inspection will be confined to an assessment of the stability of the visible structural elements of floors, walls and roofs. It will not embrace other aspects which would normally be covered by a Chartered Surveyor's inspection and report. Any reference to such items shall not be taken to be comprehensive, but for guidance only, and should be referred to the Client's Chartered Surveyor for an opinion.
5. Finite Design may recommend simple remedial works or advice on how to proceed regarding more complicated works or further investigations that may be necessary. For example in the case of suspected subsidence, excavation works may be required to expose the foundations before a conclusion can be reached.
6. Accounts are payable within 21 days of their date. Any amount outstanding after 21 days shall bear interest at the rate of 10% per annum above the base rate of HSBC Bank. Additional charges will be made for extra work commissioned as a result of recommendations in the initial report and for such work a separate account may be rendered.
7. If debts are still outstanding after two months, the matter will be placed with a firm of debt collectors and the client will be responsible for their charges as well as the debt, interest and additional recovery costs set out in clause 3.

8. The copyright of all documents prepared by Finite Design is vested in Finite Design but the Client shall have a licence for their use as long as fee payments are not in arrears. Such documents shall not be copied without the consent of Finite Design.
9. The liability, if any, of the Consulting Engineer under or in connection with this Agreement whether in contract or in tort, in negligence or for breach of statutory duty or otherwise for any claim which may arise out of or in connection with pollution or contamination is excluded.
10. Notwithstanding anything to the contrary contained elsewhere in this Agreement, the obligations of the Consulting Engineer under this Agreement do not include a duty to advise as to the actual or possible presence of pollution or contamination or as to the risks of such matters having occurred being present or occurring in the future nor shall the Consulting Engineer have any duty to consider such matters as influencing any aspect of the Services to be performed by the Consulting Engineer under this Agreement.