



## MASTER TERMS OF ENGAGEMENT

### McGrath & Co Surveyors Ltd

Professional Residential Property Surveyors

**Version:** 1.3 (Regenerated – Expanded)

**Status:** Final Draft – Audit Ready

**Regulatory Basis:**

RICS Home Survey Standard (1st Edition)

RICS Rules of Conduct (2024)

SCSI Rules of Conduct

Irish Consumer Protection Legislation

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## INTRODUCTORY STATEMENT

These Master Terms of Engagement (“Master Terms”) set out the contractual basis upon which McGrath & Co Surveyors Ltd (“the Surveyor”, “we”, “us”, “our”) provides residential surveying and related professional services to the person or entity instructing the Surveyor (“the Client”, “you”, “your”).

These Master Terms apply to **all services** provided by McGrath & Co Surveyors Ltd and must be read **in conjunction with the relevant Service Addendum**, which sets out the service-specific scope, limitations and conditions applicable to the instruction.

Where there is any inconsistency between these Master Terms and a Service Addendum, **the Master Terms shall prevail**, unless expressly stated otherwise in writing.

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## VERSION CONTROL

Item	Detail
Document Title	Master Terms of Engagement
Firm	McGrath & Co Surveyors Ltd
Version	1.3
Date Issued	2025
Review Cycle	Annual or sooner if required
Supersedes	All previous versions
Applies To	All services and instructions

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## 0. DOCUMENT SUMMARY

These Master Terms define:



- the professional and contractual framework governing our services
- the nature and limitations of a visual, non-invasive inspection
- professional standards, independence and conflicts of interest
- service scope boundaries and exclusions
- client responsibilities and obligations
- optional additional services
- access restrictions and unforeseen circumstances
- fees, payment, cancellation and turnaround expectations
- liability limitations and proportionality
- complaints handling and dispute resolution
- reliance, third-party use and governing law

All **service-specific detail** (including Pre-Purchase Survey, Advanced Property Survey, Home Seller's Report, Snagging Survey and BER Assessment) is contained within the relevant **Service Addendum**, which must be read alongside these Master Terms.

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## **1. DEFINITIONS & INTERPRETATION**

### **1.1 "Surveyor"**

Means McGrath & Co Surveyors Ltd, including its directors, employees and appointed agents.

### **1.2 "Client"**

Means the individual or legal entity instructing the Surveyor and named in the booking confirmation.

### **1.3 "Agreement"**

Means the binding contract formed by:

- these Master Terms of Engagement,
- the relevant Service Addendum,
- and the written booking confirmation issued by the Surveyor.

### **1.4 "Property"**

Means the building, site, grounds, boundaries and associated structures forming the subject of the instruction.

### **1.5 "Inspection"**

Means a visual, non-invasive, non-destructive inspection limited to what is safely accessible at the time of attendance.

### **1.6 "Accessible"**

Means an area that can be reached safely without:



- risk to the Surveyor,
- moving furniture or stored items,
- lifting floor coverings,
- disturbing finishes,
- or using specialist access equipment.

#### 1.7 “**Report**”

Means the written document issued by the Surveyor following inspection.

#### 1.8 “**Optional Extras**”

Means additional services selected by the Client, such as (but not limited to):

- drone survey,
- repair cost guidance,
- fast-track report delivery.

#### 1.9 “**OMC**”

Means the Owners’ Management Company responsible for common areas in a multi-unit development.

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## 2. QUICK SUMMARY — WHAT WE DO / DO NOT DO

**This table is a high-level summary only. Full detail is set out in the clauses below.**

### **We DO:**

- carry out visual inspections of accessible areas
- comment on significant visible defects and risks
- operate basic domestic controls for response only
- provide clear, evidence-based professional commentary
- recommend further investigations where appropriate

### **We DO NOT:**

- carry out invasive or destructive investigation
  - test services or certify installations
  - confirm compliance with Building Regulations or BC(A)R
  - confirm structural adequacy or load-bearing capacity
  - guarantee future performance or lifespan of components
-



### 3. PROFESSIONAL STANDARDS & REGULATORY STATUS

#### 3.1 Professional Qualifications

Professional titles are used in accordance with applicable Irish regulatory and professional body requirements.

All surveying services are undertaken by a professionally qualified property surveyor holding:

- **AssocRICS** – Associate Member of the Royal Institution of Chartered Surveyors
- **AssocSCSI** – Associate Member of the Society of Chartered Surveyors Ireland
- **RICS Registered Valuer (VRS)** (where applicable to valuation services)

#### 3.2 Professional Standards

Services are provided in accordance with:

- the RICS Home Survey Standard (1st Edition)
- the RICS Rules of Conduct (2024)
- the SCSI Rules of Conduct
- relevant Irish legislation and consumer protection law

#### 3.3 Firm Regulation Status

McGrath & Co Surveyors Ltd is **is not registered as a RICS Regulated Firm** and does not use the RICS Regulated Firm designation or logo.

The firm nevertheless **voluntarily adheres** to RICS and SCSI professional standards, ethical principles and inspection methodologies across all services.

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### 4. INDEPENDENCE, CONFLICTS OF INTEREST & REFERRAL FEES

#### 4.1 Independence

The Surveyor acts **solely for the Client** and provides independent, objective and evidence-based professional advice.

The Surveyor's duty is owed exclusively to the Client and is not influenced by:

- estate agents,
- vendors,
- developers,
- contractors,
- solicitors,
- lenders,
- or any third party.



No party other than the Client has authority to influence the scope, findings, conclusions or recommendations contained within the Report.

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#### **4.2 Conflicts of Interest**

The Surveyor operates a formal **Conflicts of Interest Policy** in accordance with RICS and SCSI Professional Statements.

Any **actual, potential or perceived** conflict of interest will be:

- identified promptly,
- disclosed to the Client in writing,
- recorded in the firm's Conflicts of Interest Register,
- and managed in accordance with professional guidance.

The Client acknowledges that McGrath & Co Surveyors Ltd operates as a **sole-practitioner practice**, and that traditional internal separation of duties or information barriers is not possible. Accordingly, where the Surveyor considers that a conflict presents a material risk to independence or objectivity, the instruction will not be accepted or will be withdrawn, regardless of client consent.

Client consent to proceed does not oblige the Surveyor to accept or continue an instruction where professional judgement indicates that independence or objectivity may be compromised.

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#### **4.3 Referral Sources**

Clients may be introduced to McGrath & Co Surveyors Ltd by third parties including (but not limited to):

- estate agents,
- solicitors,
- mortgage brokers,
- financial advisers,
- other property professionals.

Such introducers are entirely independent of the Surveyor and have **no involvement** in:

- the inspection,
  - the preparation of the Report,
  - or the professional opinions expressed.
-



#### **4.4 Referral Fees & Disclosure**

If the Surveyor **receives or pays** any referral fee, commission or benefit in connection with an instruction, the Client will be informed **in writing before being bound to proceed**, including:

- the nature of the arrangement, and
- the amount paid or the method of calculation.
- Referral arrangements are disclosed in accordance with the Firm's Conflict of Interest Policy.

Undisclosed referral fees are strictly prohibited.

Any referral arrangement:

- does **not** increase the Client's fee,
  - does **not** affect the independence or objectivity of the Report,
  - does **not** alter the Surveyor's professional duty to the Client.
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#### **4.5 No Obligation to Use Third Parties**

Where the Surveyor signposts or introduces the Client to another professional:

- the Client is under **no obligation** to engage that party,
  - the Client must carry out their own checks and due diligence,
  - the Surveyor accepts no responsibility for third-party advice or services.
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#### **4.6 Non-Exclusive Introducer Relationships**

The Surveyor does not enter into:

- exclusive,
- volume-based,
- target-driven,
- contingent,
- or outcome-dependent referral arrangements.

Introducers remain free to recommend alternative firms at any time.

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#### **4.7 Conflict Arising During an Instruction**

If an actual, potential or perceived conflict of interest arises after an instruction has commenced, the Surveyor will notify the Client promptly and assess whether it is appropriate to continue. Where the Surveyor determines that the conflict cannot be adequately managed, the Surveyor reserves the right to terminate the instruction. Fees will be payable for work undertaken up to the date of termination, and any balance or refund will be addressed fairly and proportionately.

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### **5. FORMATION OF CONTRACT**

#### **5.1 Contract Formation**

A legally binding Agreement is formed when:

- the Surveyor issues written booking confirmation, and
- the Client proceeds with the instruction.

Verbal discussions, quotations or estimates do not constitute a contract until confirmed in writing.

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#### **5.2 Entire Agreement**

These Master Terms, together with the relevant Service Addendum and booking confirmation:

- constitute the entire agreement between the parties,
  - supersede all prior discussions, representations or advice (verbal or written).
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#### **5.3 Variations**

No variation to the Agreement shall be effective unless:

- confirmed in writing by the Surveyor.
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### **6. CLIENT RESPONSIBILITIES**

The Client agrees to:

6.1 provide full, safe and unobstructed access to the Property and all relevant areas;

6.2 arrange access with vendors, agents, occupiers or tenants as required;

6.3 provide accurate information and disclose any known defects, hazards, alterations or relevant history;

6.4 ensure adequate time is allowed for the inspection;



- 6.5 ensure utilities (where required for observation only) are operational at the time of inspection;
- 6.6 read the Report in full and raise any queries promptly;
- 6.7 provide the Report to their solicitor for legal review;
- 6.8 instruct specialists where recommended;
- 6.9 understand that limitations arising from access, weather, occupancy, concealment or safety may restrict findings;
- 6.10 understand that re-inspection may be required where access is later provided and that this may incur additional fees.

Failure to meet these responsibilities may:

- restrict the inspection,
- limit the findings,
- or affect the accuracy or completeness of the Report.

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## **7. SCOPE OF INSPECTION — VISUAL & NON-INVASIVE**

### **7.1 General Nature of Inspection**

All inspections carried out by the Surveyor are:

- (a) visual only;
- (b) non-invasive;
- (c) non-destructive;
- (d) limited to what is safely accessible;
- (e) subject to site, weather and safety conditions on the day.

All observations, commentary and recommendations are based solely on conditions visible at the time of inspection.

The Surveyor cannot be held responsible for:

- defects concealed by finishes, furnishings or stored items,
- inaccessible areas,
- or conditions that change after the inspection.

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### **7.2 Elements Typically Inspected (Where Accessible)**

Subject to the specific Service Addendum, the Surveyor may visually inspect:

- (a) roof coverings (from ground level or by drone where selected);
- (b) chimneys, flashings and high-level elements;
- (c) external walls, façades and finishes;



- (d) internal walls, ceilings, floors and joinery;
  - (e) roof spaces where safe access exists;
  - (f) outbuildings and ancillary structures (if selected);
  - (g) external grounds, boundaries and drainage indicators;
  - (h) visible parts of service installations (without testing).
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### **7.3 No Survey Identifies All Defects**

No survey can identify every defect.

Hidden, concealed or latent defects may exist even where no visible signs are present at the time of inspection.

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### **7.4 OPERATION OF SERVICES — CLARIFICATION**

During the inspection, the Surveyor **may gently operate normal domestic controls** (such as taps, toilets, light switches or heating thermostats) **to observe basic response only**.

This does **not** constitute testing and does **not** confirm:

- (a) performance, capacity, pressure or efficiency;
- (b) safety, certification or regulatory compliance;
- (c) condition of concealed wiring, pipework or components;
- (d) suitability for continued use.

Where concerns arise, or where certainty is required, the Client must instruct suitably qualified specialists.

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## **8. PROFESSIONAL JUDGEMENT**

### **8.1 Nature of Professional Judgement**

The Report reflects the Surveyor's professional judgement based solely on:

- visible evidence,
- accessible areas,
- conditions present at the time of inspection.

Professional judgement involves interpretation of observable facts and indicators and is not a guarantee of completeness or certainty.

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### **8.2 Limits of Professional Judgement**

Professional judgement does not imply that:

- all defects have been identified,



- the precise cause of a defect has been established,
- concealed or latent defects do not exist.

Where appropriate, the Surveyor may comment on:

- *possible* or *likely* causes,
- *probable* implications,
- *relative* urgency of visible defects,

only where visible evidence reasonably supports such commentary.

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### **8.3 Further Investigation**

Where the Surveyor cannot reach a reliable conclusion due to:

- concealment,
- access restrictions,
- safety limitations,
- or complexity of construction,

the Surveyor will recommend further specialist investigation.

The Surveyor does not assume responsibility for:

- the outcome of specialist investigations,
  - conclusions reached by others,
  - or decisions taken by the Client or third parties.
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## **9. MANDATORY RICS HOME SURVEY STANDARD LIMITATIONS**

The following limitations apply to all services and are mandated by the RICS Home Survey Standard and accepted professional practice.

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### **9.1 Damp & Moisture**

Moisture readings (where taken):

- are indicative only,
- do not confirm cause, severity or extent,
- may be affected by materials, finishes, temperature and weather.

Moisture meters cannot:

- see behind finishes,



- determine depth of penetration,
  - distinguish between historic and active moisture.
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## **9.2 Ventilation**

The Surveyor does not:

- test ventilation systems,
  - assess airflow rates,
  - measure humidity or air quality,
  - verify commissioning or balancing.
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## **9.3 Fire Safety**

The Surveyor does not:

- (a) assess fire stopping or compartmentation;
- (b) inspect fire doors or door certification;
- (c) test alarms, detectors or emergency lighting;
- (d) inspect sprinklers, dry risers or wet risers;
- (e) assess smoke ventilation or AOV systems;
- (f) certify fire safety compliance.

Any commentary on fire-related features is visual only and not a fire safety assessment.

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### **9.3A Structural Adequacy**

The Surveyor does not:

- confirm structural adequacy,
- certify load-bearing capacity,
- provide engineering calculations,
- assess structural stability.

Only a Chartered Structural Engineer can provide such confirmation.

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## **9.4 Legal Matters**

The Surveyor does not:

- verify title,
- confirm boundaries,



- interpret deeds or folios,
- assess rights of way or easements,
- advise on restrictive covenants.

All legal matters must be referred to the Client's solicitor.

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### **9.5 Energy Performance & BER**

The Surveyor does not:

- calculate BER ratings,
- verify BER certificates,
- confirm Part L compliance,
- assess airtightness (unless certified evidence is provided).

Any reference to energy performance is general and observational only.

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### **9.6 Inspection Duration**

Inspection duration is:

- determined by property size, complexity and safety,
  - not a guarantee of completeness,
  - not a substitute for invasive investigation.
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### **9.7 No Prediction of Future Performance**

The Surveyor does not:

- predict lifespan of materials,
  - estimate deterioration rates,
  - forecast future defects.
- 

## **10. APARTMENTS & MULTI-UNIT DEVELOPMENTS**

### **10.1 What Will Be Inspected (Where Accessible)**

Where the Property forms part of a multi-unit development, the Surveyor may visually inspect:

- (a) circulation areas encountered en route;
- (b) the building entrance and approach;
- (c) balconies or terraces serving the dwelling;



- (d) visible external elevations and façades;
  - (e) high-level elements visible from ground level or drone (if selected);
  - (f) defects that may reasonably impact the subject dwelling.
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## **10.2 Mandatory Restrictions**

The Surveyor will not inspect:

- (a) plant rooms;
  - (b) service risers or ducts;
  - (c) communal attics or voids;
  - (d) basement service zones;
  - (e) mechanical or electrical plant;
  - (f) communal roof build-ups;
  - (g) balcony structural fixings;
  - (h) fire safety installations.
- 

## **10.3 Fire Safety & External Wall Systems**

The Surveyor does not:

- confirm cladding composition,
- confirm cavity barrier presence,
- issue EWS1 forms,
- certify façade fire compliance.

These matters require specialist fire-engineering assessment.

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## **10.4 Owners' Management Company (OMC)**

The OMC is responsible for:

- communal maintenance,
  - fire safety systems,
  - façade systems,
  - insurance,
  - sinking funds,
  - statutory compliance.
-



### **10.5 Client Due Diligence (Apartments)**

The Client's solicitor must obtain:

- fire safety documentation,
  - block insurance details,
  - sinking fund accounts,
  - BC(A)R documentation,
  - records of known defects or claims.
- 

### **10.6 Apartment Summary (Clarity Statement)**

**We WILL:**

- visually observe accessible areas,
- comment on visible risks,
- use drone imagery (if selected).

**We WILL NOT:**

- certify communal systems,
  - assess fire safety compliance,
  - inspect plant rooms or risers.
- 

## **11. GENERAL EXCLUSIONS**

The Surveyor does not:

- (a) undertake structural calculations or design;
  - (b) confirm planning or Building Regulations compliance;
  - (c) test electrical, plumbing, heating, gas or oil systems;
  - (d) inspect septic tanks, percolation areas or treatment systems;
  - (e) test wells, boreholes or water filtration systems;
  - (f) conduct CCTV drainage surveys;
  - (g) confirm boundary positions or legal rights;
  - (h) review warranties or insurance policies;
  - (i) determine insurability or premiums;
  - (j) guarantee future performance or durability;
  - (k) identify defects concealed by finishes or access restrictions.
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## **12. VEGETATION, TREES & INVASIVE SPECIES**

### **12.1 Scope of Commentary**

The Surveyor will visually comment on vegetation, trees and plant growth only where such features present a visible risk to:

- (a) boundary walls, fences or retaining structures;
- (b) hardstandings, paths, driveways or paving;
- (c) drains, gullies or surface water flows;
- (d) external walls, ground levels or foundations;
- (e) outbuildings or ancillary structures.

Observations are limited to what is visible and accessible at the time of inspection.

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### **12.2 Limitations**

The Surveyor does not:

- (a) identify tree species;
  - (b) assess root spread, depth or underground growth;
  - (c) determine soil desiccation, heave or subsidence;
  - (d) confirm the presence, extent or behaviour of invasive species;
  - (e) undertake arboricultural or ecological assessments.
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### **12.3 Specialist Advice**

Where visible indicators suggest potential vegetation-related risk, the Surveyor may recommend further investigation by:

- a qualified arboriculturist,
  - a drainage specialist, or
  - a Chartered Structural Engineer.
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## **13. ENVIRONMENTAL & LAND RISKS**

### **13.1 General Observations**

The Surveyor will visually comment on environmental or land-related matters that are:

- (a) observable during the inspection;
  - (b) reasonably evident based on site conditions;
  - (c) capable of affecting the Property or grounds;
  - (d) relevant to the Client's use, safety or enjoyment.
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### **13.2 Matters That May Be Noted**

Observations may include:

- (a) standing water or ponding;
  - (b) waterlogging or saturated ground;
  - (c) inadequate surface-water falls;
  - (d) signs of historic flooding;
  - (e) nearby watercourses, drains or ditches;
  - (f) steep or unstable slopes;
  - (g) ground movement affecting walls or paving.
- 

### **13.3 Matters Excluded**

The Surveyor does not:

- (a) test for contaminated land or soil pollutants;
  - (b) assess radon levels or ground gases;
  - (c) carry out flood modelling or hydrological analysis;
  - (d) assess peat stability or geotechnical behaviour;
  - (e) evaluate landfill impact or environmental contamination.
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### **13.4 Recommendations**

Where visible evidence suggests potential environmental risk, the Surveyor will highlight the concern and recommend appropriate specialist advice.

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## **14. ACCESS RESTRICTIONS & UNFORESEEN CIRCUMSTANCES**

### **14.1 Access Restrictions**

Inspection completeness may be restricted by:

- (a) furniture, stored items or personal belongings;
- (b) locked rooms, attics or outbuildings;
- (c) unsafe or unstable structures;
- (d) heavy vegetation or site overgrowth;
- (e) weather or lighting conditions;
- (f) renovation works or temporary obstructions;
- (g) limited GPS or mobile signal (affecting drone use);
- (h) occupancy or activity during inspection.

Restricted areas will be recorded in the Report.

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#### **14.2 Vendor / Agent Access Issues**

If access cannot be obtained due to:

- vendor unavailability,
- incorrect keys, or
- delayed access,

the Surveyor may:

- (a) cancel the inspection; or
- (b) rebook at the next available date.

Fees may apply in accordance with Section 19.

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#### **14.3 Weather Conditions**

Weather conditions such as rain, frost, fog, high winds or snow may restrict inspection of external or high-level elements.

The Surveyor is not liable for defects concealed by adverse weather.

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#### **14.4 Safety Limitations**

The Surveyor will not enter areas considered unsafe, including:

- unstable attic structures;
- fragile roof coverings;
- unsafe floors or platforms;
- unguarded drops;
- restricted voids;
- suspected contamination or vermin;
- balconies with inadequate guarding.

Safety takes precedence over inspection completeness.

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#### **14.5 Unforeseen Circumstances & Delays**

The Surveyor will use reasonable endeavours to attend inspections and deliver Reports within stated timescales.

The Surveyor is not liable for delay or non-attendance caused by circumstances outside reasonable control, including:

- illness or medical emergencies;
- vehicle breakdown or travel disruption;
- adverse or unsafe weather;
- technology or system failures;



- emergencies at other properties;
- access issues beyond the Surveyor's control;
- public health restrictions or force majeure events.

Where such circumstances arise, the Client will be notified and alternative arrangements agreed.

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#### **14.6 Optional Extras Do Not Expand Scope**

Optional Extras may enhance visibility or reporting speed but:

- do not remove inspection limitations,
  - do not convert the service into testing or compliance assessment,
  - do not extend the Surveyor's liability beyond the Master Terms.
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### **15. DRONE SURVEY (OPTIONAL EXTRA)**

#### **15.1 Scope of Drone Use**

Where selected, drone imagery may be used to view:

- (a) roof coverings;
- (b) chimneys, parapets and flashings;
- (c) façades and high-level elements.

Drone use is subject to:

- Irish Aviation Authority (IAA) regulations;
  - weather and wind limitations;
  - privacy and data protection considerations;
  - occupier permission;
  - adequate GPS signal;
  - safe surrounding conditions.
- 

#### **15.2 Drone Limitations**

Drone imagery does not:

- (a) confirm structural adequacy;
- (b) reveal concealed defects;
- (c) certify roof condition;
- (d) constitute a specialist roof survey;
- (e) identify hidden layers, membranes or underlays.

If drone use is unsafe or restricted, the inspection will proceed without it.

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### **15.3 Reinspection**

Where drone use is prevented, a reinspection may be offered at additional cost, subject to conditions.

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## **16. OPTIONAL ADDITIONAL SERVICES**

Optional Additional Services (“Optional Extras”) may be selected at the time of booking. Optional Extras enhance visibility, reporting detail or turnaround time but do not change the fundamental nature of a visual, non-invasive inspection.

Optional Extras do not:

- convert the service into testing or certification
  - remove inspection limitations
  - confirm compliance or structural adequacy
  - extend the Surveyor’s duty of care beyond the Master Terms
- 

### **16.1 Fast-Track Report Delivery (Optional Extra)**

Where selected, the Surveyor will prioritise report production within a shorter agreed timeframe (typically 24–48 hours).

Fast-track delivery:

- does not bring the inspection date forward
- does not alter inspection methodology
- does not compromise report quality

Fast-track delivery remains subject to access, weather and unforeseen circumstances.

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### **16.2 Repair Cost Guidance (Optional Extra)**

Where selected, repair cost guidance may be provided for significant visible defects, typically exceeding €2,000.

Repair cost guidance is:

- indicative only
- based on general market ranges
- exclusive of VAT
- exclusive of access costs, scaffolding, waste removal or ancillary works
- not a quotation or estimate

Clients must obtain independent contractor quotations for certainty.

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## **16.5 Optional Extras – Liability Disclaimer**

Optional Extras:

- provide supplementary information only
- do not remove inspection limitations
- do not expand the Surveyor’s liability

Optional Extras provide supplementary insight only and do not extend the Surveyor’s duty, liability, or scope beyond that expressly stated.

The Surveyor accepts no responsibility for decisions made solely on Optional Extras without appropriate specialist follow-up.

Optional Extras enhance visibility or reporting priority only and do not alter the visual, non-invasive nature of the inspection, expand the scope of the service, or increase the Surveyor’s liability beyond that defined in these Terms.

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## **16.6 Building Energy Rating (BER) Assessments**

Building Energy Rating (BER) assessments are statutory assessments carried out strictly in accordance with the SEAI National BER Scheme and the Dwelling Energy Assessment Procedure (DEAP) methodology in force at the time of assessment.

BER assessments are carried out by a SEAI-registered BER Assessor acting under their individual SEAI registration.

BER Certificates are subject to quality assurance review, audit and amendment by SEAI. The Surveyor has no discretion to alter or improve a BER rating without acceptable documentary evidence as prescribed by SEAI.

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## **17. POST-CLEAROUT WALKTHROUGH (RECOMMENDATION)**

17.1

Vendor possessions, furniture and stored items may conceal defects at the time of inspection.

17.2

The Surveyor strongly recommends that Clients undertake a final walkthrough of the Property once vacant and prior to legal completion.

17.3

Defects discovered after clearout fall outside the scope of the Report and do not constitute grounds for complaint or liability.

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## **18. FEES, VAT & PAYMENT TERMS**

### **18.1 Fees**

Fees quoted are valid for 30 days unless otherwise stated.



## **18.2 VAT**

VAT will be added at the prevailing Irish rate where applicable.

## **18.3 Payment Terms**

Payment is required:

- upon booking
- prior to inspection

Reports will not be released until full payment is received.

## **18.4 Credit Terms**

Where agreed in writing with repeat or professional clients, credit terms may apply.

## **18.5 Client Money Notice**

Fees paid for surveying services are not client money and are not protected under the RICS Client Money Protection Scheme.

## **18.6 Standard Report Delivery Timeframes**

Unless otherwise stated, survey reports are typically issued within three to five (3–5) working days of inspection.

Indicative report turnaround times are provided for guidance only and are subject to access, complexity, weather conditions, documentation availability and unforeseen circumstances. Fast-track or expedited services apply only where expressly selected and confirmed in writing.

Where a Fast-Track Report Delivery Optional Extra is selected, the Surveyor will prioritise report production within twenty-four to forty-eight (24–48) hours, subject to access, documentation availability, weather conditions and unforeseen circumstances as described within these Terms.

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## **19. CANCELLATION POLICY**

### **19.1**

The Client may cancel subject to the following:

- (a) More than 48 hours before inspection – no fee payable
- (b) Less than 48 hours – 25% of the fee payable
- (c) Same-day cancellation or no access – 50% of the fee payable

### **19.2**

Where the Surveyor cancels due to circumstances beyond their control, the inspection will be rescheduled at the earliest suitable date.

No compensation is payable.

### **19.3**



### Statutory Consumer Rights

Nothing in these Terms affects the Client's statutory rights under Irish consumer protection legislation, including rights relating to cancellation of distance contracts where applicable.

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## **20. LIABILITY**

### **20.1 Liability Cap**

The Surveyor's total aggregate liability, whether in contract, tort (including negligence) or otherwise, is limited to the lower of:

- (a) €1,000,000, or
  - (b) the amount recoverable under the Surveyor's Professional Indemnity Insurance at the time of claim.
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### **20.2 Exclusion of Consequential Loss**

The Surveyor is not liable for:

- loss of value or market diminution
  - financial or economic loss
  - failed transactions or delays
  - professional or contractor fees
  - relocation or accommodation costs
  - loss of profit or opportunity
  - distress, inconvenience or loss of enjoyment
- 

### **20.3 No Guarantee of Future Performance**

The Surveyor does not warrant:

- future performance or durability of building elements
  - that defects will not emerge after inspection
  - that concealed issues were detectable during a visual inspection
- 

### **20.4 Proportionality**

The Surveyor's liability is limited to the proportion of loss fairly attributable to the Surveyor's own acts or omissions.

No liability arises for matters:

- (a) not reasonably identifiable visually
- (b) concealed or inaccessible
- (c) not caused by Surveyor negligence
- (d) arising regardless of Surveyor involvement



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## **20.5 Causation**

Liability arises only where loss is the direct result of negligent performance.

The Surveyor is not liable for:

- deterioration after inspection
- concealed defects
- issues arising from weather or temporary conditions
- inaccuracies in third-party information

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## **20.6 No Betterment**

Any liability is limited to reasonable reinstatement costs only.

The Surveyor is not liable for:

- upgrades beyond like-for-like repair
- replacement with superior materials
- improvements to modern standards
- increased costs due to Client choices

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## **20.7 Statutory Rights**

Nothing in these Terms limits statutory rights or liabilities that cannot be excluded under Irish law.

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## **21. THIRD-PARTY RELIANCE**

### 21.1

All Reports are prepared exclusively for the Client named in the instruction.

### 21.2

No third party may rely on the Report, in whole or in part, without the Surveyor's prior written consent and agreement of a reliance fee.

### 21.3

Where reliance is granted, it shall be:

- expressly limited
- subject to written terms
- capped in accordance with the Surveyor's PI insurance

### 21.4

Where a third party relies on the Report without permission, the Client agrees to indemnify the Surveyor against any resulting claim, loss or expense.

No duty of care is owed to any third party unless expressly agreed in writing.



References within service-specific addendums to third-party use or visibility do not create a duty of care or right of reliance unless expressly stated.

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## **22. COMPLAINTS HANDLING PROCEDURE (RICS / SCSi COMPLIANT)**

### 22.1

The Surveyor operates a two-stage Complaints Handling Procedure in accordance with RICS and SCSi requirements.

#### Stage 1 – Informal Resolution

Concerns should be raised directly with the Surveyor, who will:

- acknowledge receipt promptly
- investigate the matter
- seek to resolve the issue informally

#### Stage 2 – Formal Review

If unresolved, the complaint will be escalated for formal review.

### 22.2

If the complaint remains unresolved, the Surveyor will provide details of an independent redress mechanism approved by RICS/SCSi.

### 22.3

A full copy of the Complaints Handling Procedure is available upon request and is published on the Surveyor's website.

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## **23. GOVERNING LAW & JURISDICTION**

### 23.1

These Terms are governed by the laws of Ireland.

### 23.2

The Irish courts shall have exclusive jurisdiction, including the Circuit Court or High Court as appropriate.

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## **24. UPDATES TO TERMS**

### 24.1

These Terms may be updated periodically to reflect:

- legislative changes
- regulatory updates
- professional guidance revisions



24.2

The version in force at the time of booking shall apply.

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## **25. CLOSING STATEMENT**

25.1

McGrath & Co Surveyors Ltd is committed to providing clear, professional and impartial advice to support informed property decisions.

25.2

Reports are written in plain language, supported by photographs and professional judgement based on visible evidence.

25.3

Clients are encouraged to:

- read the Report carefully
- review all recommendations
- seek legal and specialist advice where advised

25.4

Where questions arise after reading the Report, the Surveyor is available to provide clarification within the scope of the instruction.

25.5

These Master Terms, together with the relevant Service Addendum and written booking confirmation, form the entire Agreement.

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## **26. ACCEPTANCE OF TERMS**

26.1

Where the Client requests that the inspection be carried out within the statutory cooling-off period, the Client expressly acknowledges that the service will commence immediately and that cancellation rights may be limited once performance has begun.

By booking an inspection — whether online, by email or by telephone — the Client confirms that they:

- (a) have read and understood these Master Terms
- (b) have received and accepted the relevant Service Addendum
- (c) understand the limitations of a visual, non-invasive inspection
- (d) accept associated risks and responsibilities
- (e) agree to be bound by these Terms in full

**26.2**

Where the booking is made on behalf of another party, the person making the booking warrants authority to bind that party.



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## **27. CLIENT ACKNOWLEDGEMENT**

The Client acknowledges and accepts that:

- The inspection is visual and non-invasive and may be limited by access, furnishings, occupancy, weather or safety conditions.
- Some defects may remain concealed at the time of inspection.
- Services are not tested; only basic operation of normal household controls may be observed.
- Apartments and managed developments carry additional limitations relating to communal areas and fire safety systems.
- Optional Extras provide supplementary information only and do not expand the core scope or liability.
- Specialist investigation may be required to fully assess certain defects or risks.
- Repair cost guidance (if selected) is indicative only and not a quotation.
- The Surveyor's liability is subject to the limitations set out in Section 20.
- Payment and cancellation terms apply as set out in Sections 18 and 19.
- The Report is prepared exclusively for the Client unless third-party reliance is expressly agreed.