



McGrath & Co Surveyors Ltd
STANDARD TERMS OF ENGAGEMENT
Version 2.0

Independent Residential Property Surveys You Can Trust – Built on Clarity and Genuine Care

1. INTRODUCTION

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

These Terms apply to all services provided by McGrath & Co Surveyors Ltd and should be read alongside the relevant Service Overview & Scope document applicable to the service instructed.

Together, these documents form the Agreement between the Client and McGrath & Co Surveyors Ltd.

Where project-specific clarifications or additional conditions are required due to the nature of a property or instruction, these will be confirmed separately in writing and shall form part of the Agreement.

2. KEY THINGS TO KNOW

Before proceeding, it is important that Clients understand the following key principles:

- the inspection is visual, non-invasive and non-destructive
 - services and installations are not tested unless specifically agreed otherwise in writing
 - concealed defects may exist even where no visible signs are apparent
 - further specialist investigation may sometimes be recommended
 - the report reflects conditions visible at the time of inspection only
 - no survey can identify every defect or eliminate all risk associated with property ownership or purchase
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3. DOCUMENT HIERARCHY

The Agreement between the Client and McGrath & Co Surveyors Ltd consists of:

- these Standard Terms of Engagement
- the relevant Service Overview & Scope document
- the written booking confirmation and quotation
- any additional written project-specific clarification issued by the Surveyor



Where there is any inconsistency between documents:

- project-specific written clarifications and booking confirmations shall apply to the specific instruction;
- these Standard Terms shall govern general contractual, liability and professional matters unless expressly varied in writing.

4. PROFESSIONAL STANDARDS & REGULATORY POSITION

McGrath & Co Surveyors Ltd is an independent residential surveying practice providing professional property inspection and reporting services throughout Ireland.

Surveying services are undertaken by Mark McGrath, who holds:

- AssocRICS – Associate Member of the Royal Institution of Chartered Surveyors
- AssocSCSI – Associate Member of the Society of Chartered Surveyors Ireland

The practice operates in accordance with recognised professional standards and guidance including:

- the RICS Home Survey Standard (1st Edition)
- the RICS Rules of Conduct
- the SCSi Rules of Conduct
- relevant Irish consumer protection legislation and accepted residential surveying practice

McGrath & Co Surveyors Ltd is not currently registered as a RICS Regulated Firm.

The absence of RICS Firm Regulation does not affect the Surveyor's obligation to act independently, professionally and ethically in accordance with recognised surveying standards.

The Surveyor maintains Professional Indemnity Insurance with a limit of indemnity of €2,000,000 any one claim, subject to policy terms, conditions and insurer requirements.

5. INDEPENDENCE & PROFESSIONAL DUTY

The Surveyor acts independently and solely in the interests of the Client.

The Surveyor's primary duty is to provide objective professional advice to the Client based upon the visible condition of the property at the time of inspection.

Any referral relationship, introducer arrangement or recommendation from third parties does not affect the Surveyor's professional judgement, independence or reporting obligations.

The Surveyor will disclose any known conflict of interest where required by professional obligations.



6. OUR APPROACH

Our aim is to provide clear, balanced and evidence-based advice to help clients better understand the visible condition of a property before making important decisions.

Reports are written in plain language and are intended to help identify:

- significant visible defects
- areas requiring repair or maintenance
- visible risks requiring further investigation
- matters potentially affecting value, safety or future expenditure

Where appropriate, recommendations may be made for further investigation by suitably qualified specialists.

No survey can eliminate all risk associated with property ownership or purchase.

7. NATURE OF THE INSPECTION

All inspections carried out by McGrath & Co Surveyors Ltd are:

- visual
- non-invasive
- non-destructive
- limited to safely accessible areas at the time of inspection

The inspection does not include:

- opening up construction
- dismantling or disturbing finishes
- lifting floor coverings or floorboards
- moving heavy furniture or stored items
- destructive investigation
- engineering calculations
- specialist testing or certification

The inspection reflects conditions visible at the time of attendance only.

Concealed or hidden defects may exist even where no visible signs are apparent at the time of inspection.

The inspection and report do not constitute a warranty, guarantee or certification of the property's condition.



8. ACCESS, SAFETY & INSPECTION LIMITATIONS

Inspection completeness may be affected by:

- occupancy
- stored items or furnishings
- restricted access
- weather conditions
- ongoing works
- poor lighting
- safety considerations
- inaccessible roof spaces or high-level areas

The Surveyor will not enter areas considered unsafe or inaccessible.

Restricted or inaccessible areas will be noted within the report where relevant.

Where important areas cannot reasonably be inspected, further investigation or reinspection may be recommended.

The Surveyor shall not be responsible for defects concealed by finishes, furnishings, stored items or restricted access conditions.

Conditions within buildings may change over time due to occupation, weather, movement, wear, concealed defects or lack of maintenance. The report reflects conditions visible at the time of inspection only.

9. SERVICES & INSTALLATIONS

During the inspection, the Surveyor may gently operate normal household controls such as:

- taps
- toilets
- light switches
- heating controls

This is carried out solely to observe basic response at the time of inspection.

This does not constitute testing and should not be interpreted as confirmation of:

- safety
- compliance
- performance
- adequacy



- functionality
- future reliability or lifespan

The Surveyor does not test plumbing, heating, electrical, gas, oil, drainage or mechanical systems unless specifically agreed in writing as part of a separate service.

Where concerns arise, further specialist investigation may be recommended.

10. APARTMENTS & MANAGED DEVELOPMENTS

Where the property forms part of a multi-unit or managed development, the inspection is generally limited to the subject dwelling together with visible communal areas encountered during normal access.

The Surveyor does not inspect or certify:

- plant rooms
- risers or service voids
- communal roofs
- fire-stopping or compartmentation
- smoke ventilation systems
- cladding systems or cavity barriers
- mechanical or electrical plant
- Owners' Management Company finances or legal documentation

Responsibility for communal maintenance, fire safety systems and management matters generally rests with the Owners' Management Company and the Client's solicitor.

Legal matters including title, boundaries, planning, rights of way, easements, management company documentation and compliance records remain the responsibility of the Client's solicitor.

11. PROFESSIONAL JUDGEMENT & FURTHER INVESTIGATION

Reports reflect the Surveyor's professional judgement based upon:

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

Professional judgement does not imply:

- all defects have been identified



- concealed defects do not exist
- structural adequacy has been confirmed
- future performance can be guaranteed

Where certainty cannot reasonably be achieved through visual inspection alone, further specialist investigation may be recommended.

Recommendations for further investigation form an important part of the professional advice provided and should not be disregarded.

12. OPTIONAL SERVICES

Optional services may be available depending on the service instructed, including:

- drone inspection
- repair cost guidance
- fast-track report delivery
- thermal imaging where applicable

Optional services provide supplementary information only and do not alter the core limitations of a visual inspection unless expressly stated otherwise in writing.

Drone inspections remain subject to:

- weather conditions
- safety considerations
- GPS availability
- privacy considerations
- Irish Aviation Authority regulations

Repair cost guidance, where provided, is indicative only and should not be relied upon as a quotation or specification.

13. REPORTS

Reports are prepared solely for the purpose of the instructed service and reflect conditions visible at the time of inspection only.

Reports are intended to support informed decision-making and should be read fully, including all photographs, condition ratings, recommendations and limitations.

The report should be read as a whole and individual sections or comments should not be relied upon in isolation.

Reports should not be relied upon as confirmation that a property is free from defect.



The report does not constitute a certificate, guarantee or warranty regarding the condition, suitability or future performance of the property.

Clients are strongly encouraged to:

- obtain specialist investigations where recommended
- refer legal matters to their solicitor
- undertake a final walkthrough prior to legal completion where possible

Reports should not be read selectively or relied upon in part only.

14. CLIENT RESPONSIBILITIES

The Client agrees to:

- arrange safe and suitable access
- provide relevant information where known
- ensure adequate inspection time
- review the report fully
- obtain specialist investigations where recommended
- refer legal matters to their solicitor
- ensure the property is suitable for inspection at the agreed time

The accuracy and completeness of the inspection may be affected where access arrangements are inadequate or where important areas are obstructed or inaccessible.

15. FEES & PAYMENT

Fees quoted are valid for 30 days unless otherwise agreed.

Payment is normally required prior to inspection unless alternative arrangements have been agreed in writing.

Reports will generally not be released until payment has been received in full.

VAT is charged at the prevailing Irish rate where applicable.

Fees paid in advance are payments for professional services and are not held as client money.



16. REPORT DELIVERY

Survey reports are typically issued within:

- 3–5 working days following inspection

Fast-track services may be available where agreed.

Report delivery timeframes may occasionally be affected by:

- access delays
- property complexity
- weather conditions
- illness
- technology failure
- unforeseen circumstances outside reasonable control

Where delays arise, clients will be kept reasonably informed.

17. CANCELLATIONS, RESCHEDULING & CONSUMER RIGHTS

Cancellation charges may apply where inspections are cancelled at short notice or where access cannot reasonably be obtained.

Typical cancellation charges are:

- more than 48 hours before inspection — no charge
- less than 48 hours before inspection — up to 25% of the agreed fee
- same-day cancellation or failed access — up to 50% of the agreed fee

Where significant time has already been spent on administration, scheduling, preparation, review of documentation or preliminary professional input, a fair and proportionate charge may still apply where an instruction does not proceed.

Where inspections are delayed or cancelled due to circumstances outside the Surveyor's reasonable control, inspections will be rearranged subject to availability.

Nothing within these Terms affects any statutory cancellation rights available to consumers under applicable Irish consumer protection legislation.

Where the Client requests that the service begins within any applicable cancellation period, the Client acknowledges that cancellation rights may be affected once the service has commenced.

Where work has already commenced at the Client's request, the Surveyor reserves the right to make a reasonable charge for work undertaken up to the date of cancellation.



18. LIABILITY

Reports are based solely on visible and accessible areas at the time of inspection.

The Surveyor shall not be responsible for:

- concealed defects
- inaccessible areas
- deterioration occurring after inspection
- matters not reasonably identifiable during a visual inspection
- third-party information or reports
- specialist matters outside the agreed scope of service
- defects concealed by occupancy, stored items or finishes

The Surveyor's liability shall be limited to losses directly arising from proven negligence in the performance of the instructed service and only to the extent that such loss is fairly attributable to the Surveyor's actions or omissions.

To the fullest extent permitted by law, the Surveyor's total aggregate liability arising from the service provided shall not exceed €2,000,000 or the amount recoverable under the Surveyor's Professional Indemnity Insurance policy in respect of the claim, whichever is lower.

Nothing within these Terms limits statutory rights under Irish law.

19. THIRD-PARTY RELIANCE

Reports are prepared solely for the named Client.

No third party may rely upon the report without prior written agreement from McGrath & Co Surveyors Ltd.

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

20. COMPLAINTS HANDLING

If you are unhappy with any aspect of the service provided, concerns should first be raised directly with McGrath & Co Surveyors Ltd so that we have the opportunity to review and resolve matters fairly and promptly.

Complaints will be acknowledged and reviewed in accordance with the firm's Complaints Handling Procedure.

Where a complaint cannot be resolved directly, details of any applicable independent redress process will be provided where required.

A formal Complaints Handling Procedure is available upon request.



21. GOVERNING LAW

These Terms are governed by the laws of Ireland and subject to the jurisdiction of the Irish courts.

22. ACCEPTANCE

By proceeding with the booking, the Client confirms that they:

- have read and understood these Terms
- understand the limitations of a visual inspection
- accept the scope of the agreed service
- understand that further specialist investigation may be required
- agree to these Terms of Engagement

These Terms, together with the relevant Service Overview & Scope document and written booking confirmation, form the Agreement between the Client and McGrath & Co Surveyors Ltd.
