

TERMS OF ENGAGEMENT

Name of the firm

Identification and status of the valuer	<p>The valuation will be the responsibility of Name: Qualifications: Registered valuer status: Experience and expertise: Internal / external status: (if applicable) Rotation policy (if applicable) Previous involvement with the property or parties to the case: Declaration of independence, objectivity and competency:</p>
Client and any other users	<p><i>(Full name and address. Make sure you identify who your client is and therefore to whom you have a duty of care. Also declare if there are any other parties who have the right to use the report. Note that the other parties may seek for the duty of care to be extended to them or others. Valuations are often requested by intermediaries.)</i></p>
Property to be valued	<p>Address of the property: Interest to be valued: Tenancies, if any:</p>
Currency	<p><i>(State the currency in which you will report value) eg All currency in this report will be in Euro (€).</i></p>
Purpose of Valuation	<p><i>[State the precise end use of the valuation i.e. what the client is going to do with the valuation eg for first mortgage purposes, for the assessment of inheritance tax. This will inform you as to what regulation and guidance you must follow. It will tell you the appropriate basis of value, valuation date and any special assumption. It will determine the appropriate level of inspections and enquiries and the allied assumptions (eg a valuation for second mortgage purposes may require a much higher level of investigations than one for first mortgage purposes). It also assists in agreeing the extent of your liability for the use of the valuation].</i></p>
Basis of Value	<p><i>(Delete as appropriate. Market Value and Market Rent are included here for ease of reference. If another basis of value is to be used it should be stated with its current IVS definition taken from Red Book VPS 4)</i></p> <p>The following definitions of Basis of Value will be used. They are derived from the International Valuation Standards.</p> <p>Market Value. The estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's length transaction after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion.</p> <p>Market Rent. The estimated amount for which an interest in real property should be leased on the valuation date between a willing lessor and a willing lessee on appropriate lease terms in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion.</p>

	<p>Our assumptions of what are ‘appropriate lease terms’ for this property will be set out in our report.</p> <p>Statutory definition of Market Value for Irish taxation (transfers & probate) Summary definition derived from legislation: “the price which, in the opinion of the Revenue Commissioners, such property would fetch if sold in the open market on the date on which the property is to be valued in such manner and subject to such conditions as might reasonably be calculated to obtain for the vendor the best price for the property.” (Source: Section 26 of the Capital Acquisitions Tax Consolidation Act 2003.</p> <p>Statutory definition of market value for Fair Deal Scheme. “Estimated market value means the price the asset concerned would fetch on the open market on the date on which the application for State support is made subject to such conditions as might reasonably be calculated to obtain for the vendor of the asset the best price of the asset.” (Source: Nursing Homes Support Scheme Act 2009, Part 3 of Schedule 1).</p> <p>Statutory definition of “current use value” for Capital Gains Tax. “Current use value (a) in relation to land at any particular time, means the amount which would be the market value of the land at that time if the market value were to be calculated on the assumption that it was at that time and would remain unlawful to carry out any development (within the meaning of section 3 of the Act of 1963, or, on or after 21 January 2002, within the meaning of section 3 of the Act of 2000) in relation to the land other than development of a minor nature...”</p> <p>Note: (b) relates to shares in a company. Source: S648 of the Taxes Consolidation Act, 1997.</p>
Valuation date	<p><i>(You must choose a specific date. This can be defined as ‘date of report’ or ‘date of inspection’ if that is what has been agreed. If so, the Date of Inspection must be declared in the report. Some purposes will require a specific date e.g. date of death or a financial year end. Three dates could be used for clarity: Date of Inspection, Date of Valuation and Date of Report).</i></p>
Special Assumptions	<p><i>(Special Assumptions are those things which are not true but will be assumed to be true e.g. vacant possession when the property is in fact occupied, or that planning consent has been obtained, or that building works are completed. For further guidance see Red Book VPS 4.8).</i></p>
Nature and extent of the valuer’s work – including investigations, any limitations on the scope of work, and related Assumptions	<p><i>(For guidance see Red Book VPGA 8. This section should define the scope and depth and method of all investigations including site inspection and desktop enquiries into matters affecting value. In other words, it defines and limits the due diligence you will carry out in preparing the valuation and will state the assumptions you will make to cover the limits of your due diligence. The following list of matters which are often not fully investigated is derived from VPGA 8 section 2. It is not exhaustive and is offered only as a guide. You must accept responsibility for stating clearly the scope and depth of investigations and enquiries you will or will not make and the assumptions these give rise to.)</i></p> <p>In order to provide a valuation report within a reasonable timeframe and at an economic cost, the following limitations in the scope of inspections and due diligence in enquiries are agreed together with the necessary assumptions which will be adopted to cover uncertainties:</p> <p>Title: We will examine Title obtained from the Land Registry (or client legal advisor). We will report our findings in the report. Our valuation will be based upon those findings</p>

which we will assume to be correct. We may recommend advice from your legal advisor if we think it necessary. Our valuation will be provisional upon that advice being received.

OR

We will rely on information about Title supplied by your legal advisor. We will assume that the information provided is correct.

OR

We will not make any enquiries regarding Title. We will assume that the property has good title, free from onerous or restrictive covenants, rights of way, easements etc which might adversely affect value.

Condition of buildings:

We will carry out a building survey of the property. This will be the subject of a separate report. Our valuation will take into account the findings of that report and our assumed cost of carrying out any repairs recommended in that report.

OR

We will not carry out a building survey. A survey of that depth is outside the scope of your present instructions. We will not therefore be able to report in detail on the condition of the property.

OR

We will carry out a brief examination of the land and buildings internally and externally. The purpose of the examination will be to establish the apparent condition of the building, and to note its construction, accommodation and services. Unless we find otherwise, we will assume that the property is in generally satisfactory repair and condition consistent with its age and nature.

OR

We will examine the site and buildings from the kerb of the road only. We will report our findings. We will assume that the property is in generally satisfactory repair and condition unless we find evidence to the contrary.

Services:

We will arrange for tests to be carried out of electrical wiring, gas installations, room heaters and flues, drainage. Our valuation will take into account the likely cost of any repairs or improvements recommended in those reports.

OR

We will not arrange for any testing of electrical wiring, gas installations, room heaters and flues, drainage. We will observe what services are available and make only a cursory assessment of their apparent condition and make assumptions about the likely cost of dealing with any repairs or improvements a formal test may reveal. We may recommend testing. Our valuation will take into account those assumed costs.

Planning:

We will examine the Planning Portal of (state Local Authority) to establish any planning applications granted or refused in the past for the property. We will establish the land use zoning for the site. We will establish if it lies/does not lie within a Special Area of Conservation. Our findings will be reported to you and be reflected in our valuation.

OR

We will not make any planning enquiries but will assume that the existing use of the building and any alterations or extensions are lawful.

Building Regulations:

We will make enquiries to establish whether or not a certificate of compliance with Building Regulations exists for the building and any alterations or extensions. Our findings will be reflected in our valuation.

OR

We will not make enquiries to establish whether or not a certificate of compliance with Building Regulations exists for the building and any alterations or extensions. Our valuation will assume that the building complies with building regulation requirements.

Roads:

We will make enquiries to establish the presence of any proposals to alter the roads which might affect the property. Our valuation will reflect our findings.

OR

We will not make any enquiries to establish the presence of any proposals to alter the roads which might affect the property. We will assume that the property is not affected by any proposals.

Contamination and hazardous or deleterious materials:

We will arrange for an environmental report to be produced for the property. Our valuation will take into account its findings and the likely cost of dealing with any issues raised.

OR

We will not arrange for an environmental report to be produced for the property. We will rely on information supplied by you or your legal advisor regarding environmental matters. Our valuation will take into account the information supplied and our assumptions regarding the cost of dealing with any issues raised.

OR

We will not arrange for an environmental report to be produced for the property. We will assume that the property is not adversely affected by such matters.

Environmental matters:**Mining:**

We will arrange for a mining report to be obtained. Our valuation will take into account the likely cost of dealing with any issues reported.

OR

We will not arrange for a mining report to be obtained. We will rely on information supplied by you or your legal advisor. Our valuation will take into account the likely cost of dealing with any issues.

OR

We will not arrange for a mining report to be obtained. We will rely on our local knowledge of mining in the area. We will assume that, as all mining activity is now historic, all subsidence has now completed and that the property is not affected by any issues resulting from historic mining.

Flooding:

We will examine the flood map to establish if the property is liable to flooding. Our valuation will take into account the likely incidence of flooding.

OR

We will not examine the flood map to establish if the property is liable to flooding. We will rely on our local knowledge. Our valuation will assume that the property is not adversely affected by flooding.

	<p>Radon gas: We will examine the Radon map to establish if the property lies in an area affected by Radon gas. Our valuation will take into account our findings.</p> <p style="text-align: center;">OR</p> <p>We will not examine the Radon map to establish if the property lies in an area affected by Radon gas. We will rely on our local knowledge. Our valuation will assume that the property is not adversely affected by Radon gas.</p> <p>Sustainability: We will note the building energy rating of the building if one exists. If a BER certificate is not available, we will assume that the rating is not such that it would affect our opinion of value.</p>
Nature and source of information	<p><i>(Here state the likely sources of information you will use and the extent to which you will check the information and rely on it. You cannot simply accept information supplied at face value but must apply professional scepticism. Attempts to verify information should be stated. The degree of assumed reliability of information should be stated.)</i></p> <p>In arriving at our valuation, we generally receive information from yourself, your advisers, public and subscription websites, other estate agents and valuers and from our own records. We will apply professional scepticism and will check the information where reasonably possible. In the absence of evidence to the contrary, we will assume that information used in the valuation is correct.</p>
Restrictions on use, distribution and publication	<p><i>(Where it is necessary or desirable to restrict the use, distribution or publication of the valuation advice or those relying upon it, the restrictions must be clearly communicated)</i> For example This valuation report is not be relied upon, distributed to or communicated with any third party without the express written consent of the valuer, which consent, if any, will be at the valuer's sole discretion.</p>
Third party liability	<p><i>(Here it may be useful to state, for example, that</i> We will not accept any third party liability for the valuation and no party should rely upon the valuation figure or report without the express written consent of the valuer, which consent, if any, will be at the valuer's sole discretion.</p>
RICS Valuation Standards (and departures from those standards)	<p>The Valuation and Report will be prepared in accordance with the RICS Valuation – Global Standards effective 31 January 2020 <i>(change the effective date as each revised version is published)</i>.</p> <p><i>(And where appropriate)</i></p> <p>In accordance with your instructions in preparing our valuation report we will depart from the mandatory requirements of Red Book in the following regards:</p>
Description of report	<p><i>(Here describe the report you will produce, its format, number of copies, how it will be communicated, etc.)</i> The report will comply with the requirement for minimum content of VPS 3 para 2.</p> <p><i>(Or, for example when reporting to a lender)</i></p> <p>When reporting we will use the template report form provided by you for the purpose which complies with the requirement for minimum content of VPS 3 para 2.</p> <p>The report will be made available in hard copy form / pdf / drop box / email / (confirm the detail as appropriate).</p>

Fee	<i>(Here state the fee or the basis of its calculation. Any other conditions such as termination of instructions should be dealt with under terms of business).</i>
Complaints	The firm operates a Complaints Handling Procedure in accordance with RICS guidelines. A copy is available upon request.
RICS Monitoring	The firm/valuer is registered with RICS Valuer Registration. Please note that our files may be subject to monitoring under the institution's conduct and disciplinary regulations.
Limitations on liability	<i>(Here state any limitation on your liability for the valuation which has been agreed with the client). An example could be; The liability in respect of this valuation assignment will be no more than €x,000 or a reasonable percentage of the valuation figure, and in any event within the limits of our indemnity cover.</i>
Terms of Business	<i>(Here state any other Terms of Business your firm may operate. For example, payment timeframe and method, or arrangements for interim payment of fees or expenses, or cancelation of instructions or limitation of liability for consequential damages and so on).</i> <i>For RICS advice on PII risk management see: www.RICS.org</i>

We accept these terms of engagement as an accurate summary of the instructions to provide a valuation.

Signed (Firm) Signed (Client)

For and on behalf of (Firm) For and on behalf of (Client)

Dated Dated

DISCLAIMER

These documents are intended as a general template only to assist suitably qualified valuation practitioners to comply with the requirement for minimum content of terms of engagement and valuation reports specified in VPS 1 and VPS 3 of RICS Valuation – Global Standards. SCSI/RICS makes no representation as to their suitability to any particular situation or set of circumstances. The practitioner shall need to exercise their own skill and judgment to form a view as to their suitability to a given situation and will need to tailor them as they see fit in each case. Please note that the documents have been designed as a single suite and are intended for use in conjunction with each other and as such we recommend that care is taken to ensure that the individual documents remain consistent with each other. In particular, it is recommended that special care is taken to ensure statements describing the scope and depth of inspection and investigations and the attendant valuation assumptions referred to within the terms of engagement are consistent with corresponding statements made within the valuation report itself.

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