

Appendix 1
Completed Terms of Engagement

Sample

21st October 2020

Strictly Private and Confidential

Mr. John Smith
Relationship Manager
ABC Bank
Dublin 2

**RE: Residential Valuation Report on No. 44 Glenageary Road Upper,
Glenageary, Co.Dublin**

Dear Mr. Smith

We are writing to confirm our appointment to provide a Market Valuation of the above property as more specifically set out below.

The terms of our appointment confirming the scope of our instructions, the personnel who will be dealing with this matter, the basis of our fee and other applicable provisions are set out in the enclosed document.

I would be grateful if you could review the enclosed and confirm your agreement to them by signing and returning the Terms of Engagement.

Yours Sincerely

Name TRV
TEGoVA Residential Valuer
Encl.

1. THE CLIENT

- 1.1 The client is ABC Bank Ltd, Dublin 2. No Duty of Care is offered to any other party.

2. PURPOSE OF THE VALUATION

- 2.1 We have been appointed to undertake a residential valuation report of the subject property at 44 Glenageary Road Upper, Glenageary, Co. Dublin for mortgage lending purposes only.
- 2.2 The valuation report will only relate to the specific purpose identified at 2.1 and should not be used for any other purpose.

3. THE EXTENT OF THE PROPERTY / INTEREST BEING VALUED

- 3.1 The property to be valued is 44 Glenageary Road Upper, Glenageary which we understand comprise the following:
- Semi-detached four bedroom residence.
 - We understand the extent of the property is as outlined in red on the attached map
- 3.2 We have been instructed to value the unencumbered freehold interest in the property.
- 3.3 The property is currently owner-occupied, in the circumstances we will assume vacant possession of the entire.

4. THE BASIS OF VALUE TO BE REPORTED

- 4.1 The valuation will be carried out in accordance with European Valuation Standards EVS-2020 (Ninth Edition) of the 'Blue Book' on the basis of 'Market Value'.
- 4.2 European Valuation Standard EVS1 defines Market Value as follows:
"The estimated amount for which the property should exchange on the date of valuation between a willing buyer and a willing seller in an arm's length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without being under compulsion"

5. DATE OF VALUATION

- 5.1 As agreed the valuation date will be 21st October 2020

6. PREVIOUS INVOLVEMENT

- 6.1 We have carried out an internal conflict check and do not consider that that we would be conflicted in undertaking this instruction on your behalf.
- 6.2 We confirm that we have no previous involvement with the property.

7. STATUS OF THE VALUERS

- 7.1 In preparing the valuation the firm will act in an external and independent capacity.
- 7.2 We confirm that the personnel responsible for this valuation are qualified for the purpose of the valuation in accordance with the European Valuation Standards of the 'Blue Book' and have the knowledge, skills and understanding to undertake the valuation competently.

8. ASSUMPTIONS AND SPECIAL ASSUMPTIONS

- 8.1 We will attach our general principles and assumptions adopted in the preparation of valuations and reports which will be adopted for the purpose of our valuation.
- 8.2 We will not be making any special assumptions in the preparation of our valuation.

9. THE SCOPE AND EXTENT OF INVESTIGATIONS

- 9.1 For the purpose of our valuation we will: **(AMEND AS APPROPRIATE)**
 - a) Inspect the property internally and externally and make other relevant enquiries
 - b) Measure the property
 - c) Digitally scale the site area from OS extracts plans based on the site boundaries identified on the map provided and as noted on our inspection
 - d) Make relevant statutory enquiries
 - e) Rely on title and tenancy details, floor plans, site boundary maps and other information provided to us by you or your agents
 - f) Have regard to the energy performance rating of the building and comment as appropriate within the report
 - g) Have regard to any reports provided to us in respect of asbestos or other contaminative materials, or in the absence of such reports
 - h) Comment on how any matters that have been excluded or not been taken into account in reaching an opinion of value may have an impact on value
 - i) Any requirements determined by insurers and / or third parties
 - j) Comment as to the degree of certainty of the valuation
 - k) Confirm that the extent of the investigation will be sufficient to enable a fully justified opinion of value to be reported

10. RELIANCE PLACED ON INFORMATION PROVIDED BY THE CLIENT

10.1 We have been provided with the following document which we have relied upon:

- Ordnance survey extract with the property outlined in red thereon.

10.2 While we cannot confirm the accuracy of the information referred to above, we have exercised our professional judgement in determining the reliability of the source and the information and confirm that we are prepared to professionally rely upon it.

11. RESTRICTIONS

11.1 This report and valuation is strictly for use by the addressee only and should not be published or released to third parties without prior written notification of the form in which it will appear. Reproduction or public reference to the contents of this report is prohibited without authorisation from the Valuer.

12. DUTY OF CARE

12.1 In accordance with our normal practice we confirm that our Report will be confidential to our client, ABC Bank Ltd, for the specific purpose to which it refers.

12.2 We accept responsibility for our report to the addressee only and no responsibility whatsoever is accepted to any third party.

12.3 Neither the whole of the reports, nor any part, nor references thereto, may be published in any document, statement or circular, nor any communication with third parties without our prior written approval of the form and context in which it will appear

13. COMPLIANCE WITH EUROPEAN VALUATION STANDARDS

13.1 We confirm that this valuation will comply with the requirements of the European Valuation Standards 2016 (Eighth Edition) of the 'Blue Book'.

14. FEE and INSURANCE

14.1 As agreed the fee for this instruction is €350 plus V.A.T to include all disbursements and expenses.

14.2 We confirm our firm holds €3,000,000 PI Insurance with Zurich Insurance.

15. COMPLIANCE WITH CODES OF ETHICS AND CONDUCT

- 15.1 We confirm that in conducting this valuation we have complied with the Code of Conduct of the Institute of Professional Auctioneers & Valuers and the European Valuers Code of Ethics and Conduct of TEGoVA.
- 15.2 Furthermore we wish to advise that this report and valuation may be subject to ongoing monitoring as part of the requirements of the TEGoVA Residential Valuer's Scheme (TRV).

XXXXXXXXXX MIPAV TRV
TEGoVA Residential Valuer

ABC Bank Ltd
Client

Date

Date