

# PROPERTY REPORT AND NEGOTIATION DOCUMENT

XXXX

XXXX

Eversholt  
Bedfordshire  
MK17 XXX



FOR

Mrs X

Prepared by:

XXXX

INDEPENDENT CHARTERED SURVEYORS



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## **INTRODUCTION**

We have been instructed to inspect and prepare a Property Report and Schedule of Condition for:

XXX

XXX

Eversholt,

Bedfordshire MK17 XXX

We inspected the property on XXXX

### **Property Report**

This Property Report gives you advice on what we consider are the key property issues however there may be other issues that you also consider are important. We have usually taken these into consideration during the course of our investigations and would be more than happy to comment and ask that you raise these issues before you commit to purchase the lease.

### **Schedule of Condition**

The Schedule of Condition that is sent as a separate document relates to the lease you are considering and helps protect you against future liabilities from dilapidations claims if legally appended to the lease.

Dilapidations defined:

Dilapidations is a legal claim against you with regard to the covenants within your lease which you have not kept to the standard required by the lease. The covenants typically divide into Repair, Redecoration, Reinstatement and Statutory Regulations. Your Legal Advisor should fully inform you about Dilapidations claims.

### **Full Repairing and Insuring Lease**

We have not seen a copy of the lease. We assume the property is being let on a standard Full Repairing and Insuring Lease (known as a FRI lease) and that any unusual or onerous clauses will be brought to our attention by your solicitor before legal commitment to purchase the lease.

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## **Everything is negotiable**

Remember with the purchase of a lease or property everything can be negotiated. Our golden rule is always to negotiate slowly and carefully as what is agreed at the start of the lease is generally what any future negotiations are based upon so it is so important to get it right at the start.

## **Existing dilapidations liability**

As far as we are aware no dilapidations has been served on the existing leaseholder; your legal advisor needs to check and confirm this in writing as if a dilapidations has been served and the work is not carried out you would become liable.

## **Condition of the building is not up to Full Repairing and Insuring standard**

We wish to emphasise that the condition of this building is not to a current Full Repairing and Insuring lease standard which means any work that is not carried out becomes your liability from day one. Dilapidations liabilities are generally as certain as death and taxes particularly as most leases have clauses in them which allow the landlord to charge all costs associated with a dilapidations to the leaseholder.

## **Queries regarding Schedules of Conditions**

The Schedule of Condition that we've forwarded to you is often part of a negotiations process and it may be queried/challenged by the leaseholder and/or the freeholder/landlord and their agents and representatives. We are more than happy to work with you during this negotiation process.

## **New leases and break clauses**

If it is a new lease we would recommend that break clauses are added to it as we feel this gives a better position to negotiate from on rents, extensions of leases and alterations. We consider negotiations such as this to be a normal part of the lease negotiation process.

## **Terms and Conditions**

This work has been carried out as per our standard Terms and Conditions of Contract, which have been emailed to you as part of the confirmation of our instructions. If you would like further clarification please do not hesitate to contact us.

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## SYNOPSIS

### SITUATION AND DESCRIPTION

This is a two storey detached public house that has been amended and extended over the years, including wall removal to the ground floor, a single storey flat roof toilet extension to the right side and a conversion of what we believe to be the barn/stables to the rear left side of the property.

There is access to car parks on the right side and a beer garden to the rear, together with sitting out area to the front.

There is a date plaque on the front of the property identifying this area as being built in 1835, although we have found date plaques to be wrong in the past. The building, as with most buildings, will be a mixture of ages. The date plaque would make this a late Georgian property/early Victorian property, with extensions and alterations over the years.

We have carried out a brief inspection to ascertain if the building is listed via the websites [historicengland.org.uk](http://historicengland.org.uk) and [britishlistedbuildings.co.uk](http://britishlistedbuildings.co.uk). We have found it not to be recorded as listed.

**ACTION REQUIRED:** Your legal adviser needs to check and confirm all of the above.

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## Location Plans



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## REPORT FORMAT

To help you understand our Report we utilise various techniques and different styles and types of text, these are as follows:

### GENERAL/HISTORICAL INFORMATION

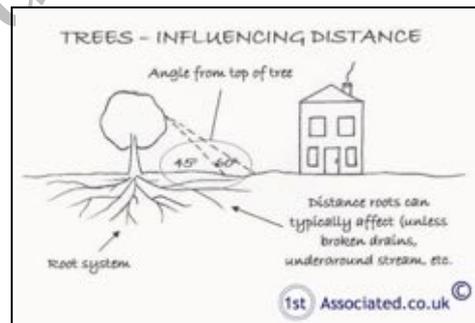
*This has been given in the survey where it is considered it will aid understanding of the issues, or be of interest. This is shown in "italics" for clarity.*

### TECHNICAL TERMS DEFINED

Throughout the Report, we have endeavoured to define any technical terms used. This is shown in "Courier New" typeface for clarity.

### A PICTURE IS WORTH A THOUSAND WORDS

We utilise photographs and sketches to illustrate issues or features. In some photographs a pencil, pen, circle or arrow has been used to highlight a specific area. The sketches are not 100% technically accurate; we certainly would not expect you to carry out work based upon the sketches alone.



Influencing distance of trees

### ORIENTATION

Any reference to left or right is taken from the front of the property, including observations to the rear, which you may not be able to physically see from the front of the property.

### ACTION REQUIRED AND RECOMMENDATIONS

We have used the term **ACTION REQUIRED** where we believe that there are items that you should carry out action upon or negotiate upon prior to purchasing the lease.

Where a problem is identified, we will do our best to offer a solution. However, with most building issues, there are usually many ways to resolve them dependent upon cost, time available and the length of time you wish the repair/replacement to last.

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## SUMMARY OF CONSTRUCTION

### External

Chimneys:	Three substantial brick chimneys
Main Roof:	Shallow pitched, clad with slate Parapet walls
Roof Structure:	Kingpost roof
Low Level Roof:	Pitched, clad with slate and clay tiles
Flat Roof to Right:	Covered with felt with chippings
Gutters and Downpipes:	Cast iron and Plastic
Soil and Vent Pipe:	Plastic
Walls:	Predominantly Flemish Bond brickwork with some Stretcher Bond Brickwork Render plinth and brick plinth (all assumed)
Fascias and Soffits:	Painted timber
External detailing:	
Windows:	Painted timber casement windows Splayed bay window at ground floor level to front
Doors:	Timber painted entrance doors

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## Internal

Ceilings:	Originally lath and plaster, now modern plaster (assumed)
Perimeter Walls:	Modern plaster (assumed)
Internal Walls	Mixture of solid and studwork (assumed)
Floors: Ground Floor:	Suspended floor and solid floor (all assumed)
First Floor:	Joist and floorboards with embedded timbers (assumed)

## Services

We believe that the property has a mains water supply, drainage, electricity and gas (all assumed). We have not turned any services on or tested the services.

Heating: There is a wall mounted Worcester boiler located near the Gents Toilets

Electrics: The electrics are located at the bottom of the stairs leading to private living accommodation and in the kitchen.

Gas: The consumer unit was not located

Drainage: The property has manholes

We have used the term 'assumed' as we have not opened up the structure.

**ACTION REQUIRED:** Your Legal Advisor should check all the above and advise us of any further information they require before legal commitment to purchase the lease.

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## EXTERNAL PHOTOGRAPHS



Front view  
Aerial view – 360 photo



Rear view



Left view  
Aerial view – 360 photo



Front and Right view  
Aerial view – 360 photo



Barn conversion



Garage

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Sitting out area to front



Grassed area to front



Sitting out area to rear



Grassed area to rear



Car park to rear

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## EXECUTIVE SUMMARY

Summaries are not ideal as they try to précis often quite complex subjects into a few paragraphs. This is particularly so in a summary about someone's future business when we are trying to second-guess what your priorities are, so it is important the Report is read in full.

It is inevitable with a report on a building of this nature that some of the issues we have focussed in on you may dismiss as irrelevant and some of the areas that we have decided are part of the 'character' of this property you may think are very important. We have taken in the region of 350 photographs during the course of this survey and many pages of notes, so if an issue has not been discussed that you are interested in or concerned about, please phone and talk to us before you purchase the lease (or indeed commit to purchasing the lease), as we will more than likely have noted it and be able to comment upon it. If we have not we will happily go back. Having said all of that, here are our comments:

When taking on a lease we believe there are three key areas that you need to consider, these are:

### The Business

Only you can decide upon the true potential of this property for your future business and its value to you; although we do recommend taking independent advice on the market value and this identifies what the typical user would pay.

### The Lease

The quality of the lease needs to be discussed with your Legal Advisor and understood. You need to understand your rights, responsibilities and liabilities when you sign for a lease of this nature.

**ACTION REQUIRED:** We ask that your Legal Advisor brings any onerous or unusual clauses to your and our attention before legal commitment to purchase. For the purpose of this report we have assumed this is a standard full repairing and insuring Lease.

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## **The Property**

There are many aspects to look at property-wise, both from its condition at the moment, to its condition in relation to the lease and its future condition.

## **Schedule of Condition recommended**

You are currently reading the Property Report, which is intended to advise you on the property element of the purchase. We will also provide you with a Schedule of Condition, which will enable you to agree with the Landlord the condition of the property when you start to lease it and should be signed and appended to the lease.

## **Only one opportunity to negotiate**

We would remind you that you only have one chance to negotiate the rent price correctly at the start of the lease. The rent agreed at the start of the lease will affect all future rent reviews so ensure you are paying the market rent/the lowest rent possible and be aware that rent free periods, stepped rents, etc do not lower the rent value. You also need to ensure that the Schedule of Condition is appended to the Lease to minimise future repair liability.

## **The Summary**

The Summary is divided into the good, bad and the ugly or as we have titled the sections here plus points, medium priority and high priority. This is to enable you to get a better understanding of the potential and issues with the property.

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## **Plus Points**

*Survey reports often are full of only the faults and general 'doom and gloom', so we thought we would start with some positive comments on the property!*

To summarise these into plus points:

- 1.0) The property has potential.
- 2.0) The property is in a good location.

We are sure you can think of other things to add to this list.

## **Medium Priority**

*Problems / issues raised in the 'medium priority' section are usually solvable, but often need negotiation upon. However, a large number of them may sometimes put us off the property.*

### **1.0) General condition not to FRI Lease standards**

We would advise that the property is not to typical Full Repairing and Insuring lease standards as inspected at the time of our survey which means there is work to be carried out by the existing leaseholder and/or the landlord.

We would add that typically a Full Repairing and Insuring lease requires full repair and redecoration when the lease comes to an end or months before known as yielding up or giving the property back. Repairs and redecoration have clearly not taken place recently and we believe that these have not taken place regularly during the course of the Lease and are typical clauses in a Full Repairing and Insuring Lease.

We have detailed items within the Schedule of Condition which we do not believe are to the standard set within typical covenants (terms and conditions of the lease) as the property stands. We also add that we do not believe that cyclical redecoration has been carried out externally or internally during the course of the present Lease.

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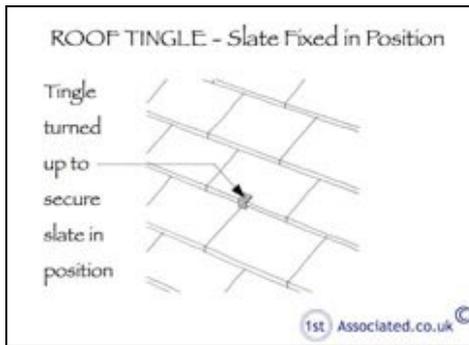
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**ACTION REQUIRED:** We would not take on this Lease without a Schedule of Condition being legally appended to the Lease and the condition of the property being agreed and understood with the Landlord and their Legal Advisors.

## 2.0) Slate roof needs repair

The main slate roof needs some repair. We can see lead tingles and can also see some displaced slates.



Lead tingle



Slate roof to rear with displaced slates (green oval) and lead tingles (red oval)  
Aerial view – 360 photo

### Lead Tingles or Lead Slaps Defined

These are strips of lead usually about 25mm wide which are used to secure slates where they have slipped.

### Nail sickness?

Our concern is that the roof may have early signs of nail sickness, although it is very difficult to be certain at this stage. This is where the nails rust away. We can see what looks to be a very level, true and flat slate roof but there are slates that have come away, usually indicating that the nails have rusted away.

### Nail Sickness Defined

The weakening of the fixing nails to slates or tiles due to the nails which fix them to the battens rusting. This is normally attributed to problems with slate roofs.

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## Condensation/Dampness

We can see condensation/dampness from within the roof space. This may relate to where wind driven rain is getting through the roof. It may also relate to the amount of condensation in the property from the bathroom below, the kitchenette and general living in the upper floors, particularly as we believe the existing family have younger children and there tends to be a lot more washing going on, which can affect both the timbers, as can be seen in the photo below, and also the ceilings, as again can be seen in the photos below.



Condensation to timbers



Damp staining from roof above

## Undulations in the rear right hand bedroom ceiling

We noted undulations in the ceiling in the rear right bedroom, indicating there may be dampness or problems in this area; we were unable to physically get to this part of the roof.



Undulations in rear right bedroom ceiling

**ACTION REQUIRED:** Maintenance will be an ongoing thing, but we would suggest you initially have the roof overhauled, putting back any slipped or missing slates, and have a check carried out to see if the nails are rusting through and advise us immediately if they are and we will be able to recommend a way forward.

**ANTICIPATED COST:** In the region of £750 to £1,500 initially to make the roof watertight by replacing slipped and missing slates, checking chimney flashings and valley gutters etc. Please obtain quotations.

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At the same time you can have any gutters cleared and secured, plus the valley gutter to the rear would also benefit from being cleaned as it currently has the remains of ivy growing on it.

### 3.0) Clay tile roof needs repair

The red clay tile roof to the barn to the left side of the property also needs a general overhaul. The problem is there may be more damage caused than good by repairing anything where there is no specific leak. This is because the tiles look in a delicate condition and we feel that damage may be caused by the slightest bit of weight on the roof. Therefore we would leave this roof until it leaks.



Red clay tile roof  
Aerial view – 360 photo

**ACTION REQUIRED:** We recommend you leave this roof until it actually leaks, however when it does leak there could be fairly major repairs due to damage that could be caused to surrounding tiles when carrying out the work. We suggest that you source some tiles suitable for the work and also have a roofer have a look at the roof and be on call should any problems occur.



Deterioration to clay tile roof

**ANTICIPATED COST:** Set aside the sum of £500 to £1,000 for initial works; please obtain quotes.

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#### 4.0) Parapet wall problems

The property has some parapet walls that are suffering. This is often because the elements attack them from both sides.

##### Parapet walls defined

These are walls at roof level, often at the end of roofs or where roofs change materials or are divide the roof.

There do look to have been problems in the past, with the one of the left side having cement render repairs which are now cracking and the one parapet to the right side looks to have a hairline crack and spalling brickwork.

**ACTION REQUIRED:** Close inspection via long ladders of parapet walls, the sooner the better. Make safe, repair and make watertight, as deteriorating parapet walls can allow dampness to get into the property.

**ANTICIPATED COST:** Very difficult to estimate; please obtain quotations once they have been inspected via a long ladder.



Parapet walls



Hairline cracking and spalling brickwork to parapet wall to right side



Cracking to parapet wall to left side



Parapet wall to left side cemented over

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## 5.0) Movement

We can see there is some minor movement in the property. There is evident with hairline cracking, both in the toilet extension, the rear of the property and the barn conversion.

We can also see there is movement in some of the tiles, particularly at the roof joints, which indicates to us there may be some movement in the property and we do feel with movement it is better to be safe than sorry, particularly should be insured for this type of issue.



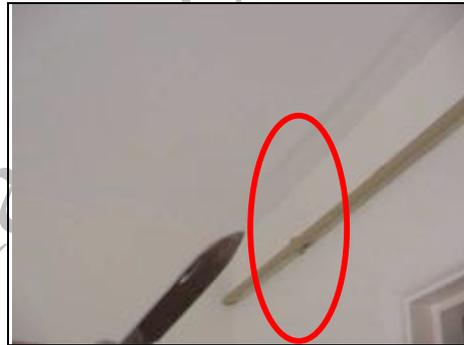
Cracking to walls to barn on right side of property



Close up of cracking to barn



Hairline cracking to ceiling in gents toilets



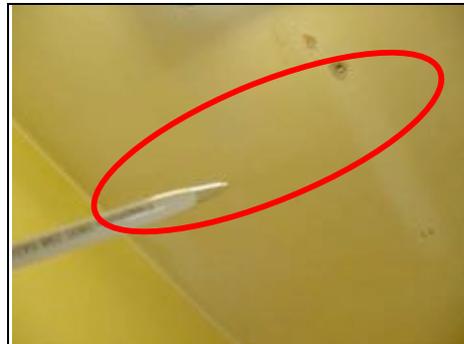
Signs of movement in ceiling to gents toilets



Hairline cracking to walls in gents toilets



Signs of movement in boiler room where old building meets new building



Cracking in ceiling in catering kitchen



Vertical crack in catering kitchen next to walk in fridge

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**ACTION REQUIRED:** Ideally we would recommend the existing owners take out an insurance claim, advising that the movement has been noted by a structural surveyor (this should cost them nothing other than time to write the letter). This usually means that the insurance company will carry out a monitoring exercise (the Building Research Establishment recommend monitoring any movement for a minimum of one year) to establish if there is any progressive movement.

Your future liability will be limited to the cost of the excess on the insurance providing the insurance company is happy for you to take over the insurance claim.

Your solicitor needs to ensure this is a legally watertight process and ensure your liability is limited to paying the excess on the insurance only.



A few looking felt flashing and mortar where toilet extension meets main property toilets



New tiles to clay tile barn roof  
Aerial view – 360 photo

## 6.0) Ivy and vegetation

To the left side of the property we can see ivy and vegetation growing. It does look like it has been cut back as we can see ivy at the junction to the rear left side between the main building and the barn over the kitchen. We can also see that ivy has got into the barn roof.



Growth of ivy to left side of property

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**ACTION REQUIRED:** We assume the left side is within the boundary of your property. If it is we would recommend that the ivy and vegetation is removed from the wall or cut back. If you do want ivy on the walls we suggest it is on a trellis work. Ideally in most cases ivy is better off not on a wall.



Growth of ivy between rear of property and the barn  
Aerial view – 360 photo



Plant life growing through barn roof

## 7.0) Dampness and black mould

We obtained damp readings to the walls which we would expect in a property of this age.

Within the cellar area generally, and specifically in the cold cellar, we believe the moss and black mould there is above what is acceptable from an environmental health point of view. The cellar floor is also damaged.



Dampness and black mould to ceiling in cellar



Dampness and black mould in cellar

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High damp readings in cellar



Damage to floor in cellar area

We also noted dampness to the end of the barn area in the area that is presently used as a prep/store area.

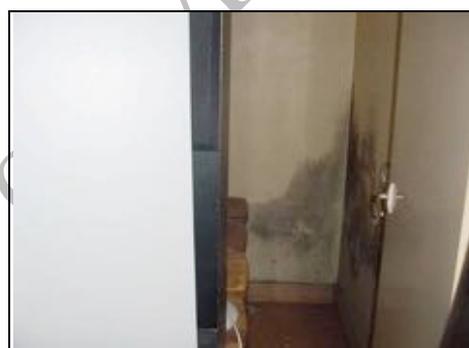
**ACTION REQUIRED:** You need to have a ‘cup of tea’ meeting with the Environmental Health Officer before you legally commit to purchase the lease.

We recommend you clean, repair, prepare and redecorate the walls. Do remember this is a never ending battle as you are below ground level and therefore rainwater and ground wall will get into the cellar one way or another. However, this is a fairly common cellar problem so most Environmental Health Officers understand the problems and issues.

We were pleased to find a sump pump in the cellar, which is a pump that will help when the cellar floods (and they do tend to be flooding more with our changing weather which seems to be becoming more intense), but you will need to constantly maintain the cellar areas.

We would also add that the kitchen, particularly the ceilings, has an above average covering of grease but we are aware it is difficult to keep a catering kitchen clean in a busy environment.

**ANTICIPATED COST:** Costs for cellar work in the region of £1,500 to £2,500, assuming that the ceiling does not need replacing. Please obtain quotations.



Black mould to end of barn in the area presently used as a prep/store area



Grease dripping off kitchen ceiling

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### 7.1) Flooring behind bar servery area

We noted there is a paving slab behind the bar servery area. This should typically be a safety floor.

**ACTION REQUIRED:** We recommend you check with the Environmental Health whether this is acceptable.

**ANTICIPATED COST:** Costs for safety flooring £1,000 to £2,000, depending whether stone slabs needed.



Stone slabs behind bar servery

### 7.2) Grease traps

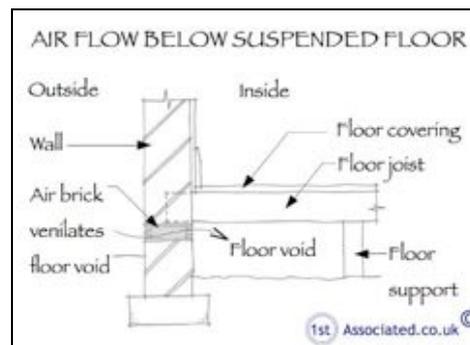
Where there is a high food trade, there is often a high amount of grease and we recommend grease traps are installed. We haven't found any during the course of this survey.

**ACTION REQUIRED:** Install grease traps.

**ANTICIPATED COST:** £500 to £1,000; please obtain quotations.

### 8.0) Suspended Timber Floor

The ground floor feels to be a partly suspended timber floor and this type of floor needs ventilation underneath it to stop it from getting wet rot, dry rot and woodworm. We noted air vents to the front of the property over the cellar area but we did not notice any vents to the rear, they may have been hidden/blocked up by extensions that have been carried out.



Suspended floor

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There may be rot under the floor, which is hidden. Without opening up the floor it is very difficult to say what condition it is in, although we would draw your attention to the mould we have mentioned within the cellar area, which will could be contributing to problems, or be a symptom of the problems.

**ACTION REQUIRED:** Ideally remove the ceiling of the cellar to examine the timber floor beneath and carry out any work required. We would add more vents to this floor, particularly bearing in mind the black mould we can see in the cellar area.

**ANTICIPATED COST:** Very difficult to cost without opening up this area. Costs for opening up likely to be around £100 to £250; please obtain quotations.



Air brick over cellar

## 9.0) Woodworm

In the barn roof over the top of the kitchen area we found some woodworm. It is very difficult to confirm whether this is historic or active woodworm. We could not see any frass, however having said that we do not normally expect to see that much frass until the spring breeding season.

### Frass Defined

The chewed up wood that the beetle leaves behind.



Signs of woodworm in roof over prep area

**ACTION REQUIRED:** Further investigations needed.

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## 10.0) Services

### 10.1) Electrics

The electrics are in need of attention. It is normal at the end of a lease to provide test certificates for many areas including electrics.

**ACTION REQUIRED:** Obtain, or have carried out, an IET test certificate and report carried out by an NICEIC approved contractor or equivalent.

We did note, for example that the electrics in the kitchen are overloaded and extension leads are being used. It is far better and safer if it is hard wired.

**ANTICIPATED COST:** Few hundred pounds for the test and report but there may be thousands of pounds worth of improvements required. Please obtain quotations ideally before you commit to purchase the lease.



Electrics in kitchen



Overloading of electrics

### 10.2) Thermal efficiency

This age, type and style of property generally has poor thermal efficiency. In years gone by we did not consider energy bills and heating costs in the same way as we do today.

We would advise that in the not too distant future there is likely to be government legislation with regard to what you can and cannot rent and the thermal efficiency required to properties such as this. We feel that these properties may have to be upgraded to make them rentable in the future.

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**ACTION REQUIRED:** Further investigation with regard to the thermal efficiency of the property. This could include adding insulation to the roof to reduce heat loss. However, do be aware that you do need to add ventilation otherwise you will create more condensation in the roof area, as well as adding large good quality humidity controlled extract fans to kitchens, bathrooms.

### 11.0) Fire safety

You need to have a 'cup of tea' meeting with the Fire Officer before you legally commit to purchase the lease for their comments with regard to the building, although it is your liability to ensure the building is safe from a fire point of view.

### 12.0) Equalities Act 2010

The Equality Act 2010 legally protects people from discrimination, combining several pieces of earlier legislation, including the Disabilities Discrimination Act 1995 (DDA). The Act requires providers of services and employers to make reasonable provisions for those with disabilities

It should be appreciated that the definition of disability is all encompassing, hence includes those who are partially sighted, heard of hearing, as well as ambulant disabled persons – not just those confined to wheelchairs as many people tend to think.

In many cases physical changes to the buildings may be required, such as creating level/ramped approaches, the provision of accessible WCs, adjustments to the height of door entry systems for wheelchair uses, and the use of higher contrast internal colour schemes to aid those with visual impairments. However, physical changes may not always be necessary; in some instances it may be acceptable to implement a staff training and management policy to deal with disabled visitors.

In this case we would comment that there is no disabled toilet.

**ACTION REQUIRED:** You should enquire as to the availability of an Access Audit for the property, a report prepared by a specialist examining the various aspects of the building. Whether works are reasonable or otherwise depends on the age and type of the building, and to some extent the nature of your business and the likely visitors. We recommend you commission an Access Audit if one is not available.

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### 13.0) Asbestos Register

In a property of this age there may well be some asbestos. Asbestos was commonly used post war until it was banned only in the 1990s, although it is rumoured that it was still used after this point in time. In this case there may be some asbestos content in the old textured painted ceiling in the lounge/kitchenette.

It is now a requirement for any public building to have an asbestos register, indicating whether there is or is not asbestos and if so where it is.

**ACTION REQUIRED:** An Asbestos Register should be provided by the outgoing tenant/landlord.

You should note that work involving products containing asbestos is covered by Health and Safety legislation and you are recommended to seek the advice of the Local Authority Environmental Health Officer before proceeding with any such work.

Our insurance company requires us to advise we are not asbestos surveyors and advises us to recommend asbestos surveyors are instructed and that you have your own asbestos survey carried out.

### High Priority

*We normally put here things that we feel will be difficult to resolve and will need serious consideration.*

There is nothing, which we feel falls within this section providing you are happy with the characteristics and associated costs of the property which we have mentioned throughout the report and provided you are happy to take action and the Landlord is happy to accept these within the Schedule of Condition and carry out an insurance claim with regard to the movement in the property.

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## **Services**

*This Property Report does not include any specialist reports on the electricity supply and circuits, heating or drainage, as they were not requested. The comments that follow are based upon a visual inspection carried out as part of the overall Survey.*

*Services and specialist installations have been visually inspected. It is impossible to examine every detail of these installations without partially dismantling the structure. Tests have not been applied. Conclusive tests can only be undertaken by suitably qualified contractors. The Landlord/Tenant should be requested to provide copies of any service records, test certificates and, ideally, the names and addresses of the installing contractors.*

## **Certificates required to be obtained from landlord/outgoing lessee**

Tests and reports are standard requirements of a Full Repairing and Insuring lease as is redecoration before the end of the lease. We have not been instructed to carry out independent separate services tests.

Test certificates to be provided on:-

- 1) Asbestos - Up to date asbestos report with samples.
- 2) Chimneys - Certificates confirming chimneys have been swept.
- 3) Drainage – closed circuit TV camera report.
- 4) Electrics – An Institution of Engineering and Technology (IET) standards test and report to be carried out by an NICEIC registered and approved electrical contractor or equivalent.
- 5) Environmental Health certificates and latest reports - we recommend you meet with the Environmental Health Officer before you legally commit to purchase.
- 6) Fire Safety/Fire Alarms/Emergency Lighting - we recommend you have a Fire Specialist to review the building prior to legally committing to purchase.
- 7) Gas Safe inspection and test report (you need to see heating in working order).
- 8) Lighting - The lighting needs to be checked to ensure it is suitable for the purposes for which you wish to use it.

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- 9) Safe system - Ensure there is a full safe system for maintenance access and that this has been tested regularly.
- 10) Security System test and report.
- 11) Any proposed planned maintenance that the landlord will be carrying out before the Full Repairing and Insuring lease takes place on the basis of the property condition and Schedule of Condition.

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## SUMMARY UPON REFLECTION

The Summary Upon Reflection is a second summary so to speak, which is carried out when we are writing the second or third draft a few days after the initial survey when we have had time to reflect upon our thoughts on the property. We would add the following in this instance:

We believe that the immediate problems are solvable, although they could be expensive and to some extent an unknown quantity, for example the environmental health work. Also investigations to check the flooring condition.

We found that generally the presentation of the property to be above average, however this is only superficial and there does not seem to be the same emphasis on maintenance as we sometimes do find.

We would ask that you read this Property Report and the Schedule of Condition and contact us on any issues that you require further clarification on.

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## **REPORT INFORMATION**

### **EVERY BUSINESS TRANSACTION HAS A RISK**

Every business transaction has a risk, only you can assess whether that risk is acceptable to you and your circumstances.

### **SOLICITOR/LEGAL ADVISOR**

To carry out your legal work you can use a solicitor or a legal advisor. We have used both terms within the report.

### **TERMS OF ENGAGEMENT/LIMITATIONS**

This report is being carried out under our terms of engagement, as agreed to and signed by you. If you have not seen and signed a copy of our terms of engagement please phone immediately.

### **OUR AIM IS ONE HUNDRED PERCENT SATISFACTION**

Our aim is for you to be completely happy with the service we provide, and we will try and help you in whatever way possible - just phone us.

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If you would like any further advice on any of the issues discussed (or indeed any that have not been discussed!) then please do not hesitate to contact us on **0800 298 5424**.

For and on Behalf of  
XXX Limited  
Independent Chartered Surveyors  
XXX

**This Report is dated: XXX**

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## APPENDICES

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## **FACILITIES**

(All directions given as you face the property)

The following gives a general overview of the facilities at the property.

### **Ground Floor**

#### **Front of House Area**

- 1.0) Main bar to right side
- 2.0) Dining area to left side
- 3.0) Gents Toilets to right side
- 4.0) Ladies Toilets to right side
- 5.0) Rear access to property

#### **Back of House Area**

- 6.0) Central bar servery
- 7.0) Wash up area
- 8.0) Catering kitchen
- 9.0) Walk in freezer area
- 10.0) Prep area to rear
- 11.0) Boiler Room
  
- 12.0) Garage outside

### **Cellar**

- 13.0) Cellar store front left
- 14.0) Cold cellar front right

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## **First Floor**

### **Private Living Accommodation**

- 1.0) Stairs and Landing/Office
- 2.0) Lounge/kitchenette to left side
- 3.0) Bathroom rear middle
- 4.0) Double bedroom to front right
- 5.0) Double bedroom to rear right, divided by a curtain

### **Boundaries**

- 1.0) Front: Sitting out area and road
- 2.0) Left: Small area of land (check and confirm this is yours).  
Residential development.
- 3.0) Right: Residential
- 4.0) Rear: Residential  
Fields  
Electric power sub-station

Note, we have not seen a copy of the Deeds and assume the boundary is to be as visually set out above.

Your Legal Advisor to check and confirm boundaries and your legal rights with regard to access, parking and permitted hours of work.

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## **LIMITATIONS**

### **CONDITIONS OF ENGAGEMENT**

The report has been prepared in accordance with our Conditions of Engagement dated XXXX and should be regarded as a comment on the overall condition of the property and the quality of its structure and not as an inventory of every single defect. It relates to those parts of the property that were reasonably and safely accessible at the time of the inspection, but you should be aware that defects can subsequently develop particularly if you do not follow the recommendations.

### **ENGLISH LAW**

We would remind you that this report should not be published or reproduced in any way without the surveyor's expressed permission and is governed by English Law and any dispute arising there from shall be adjudicated upon only by the English Courts.

### **SOLE USE**

This report is for the sole use of the named Client and is confidential to the Client and his professional advisors. Any other persons rely on the Report at their own risk.

### **ONLY HUMAN!**

Although we are pointing out the obvious, our Surveyors obviously can't see through walls, floors, heavy furniture, fixed kitchen units etc. they have therefore made their best assumptions in these areas.

As this is a one off inspection, we cannot guarantee that there are no other defects than those mentioned in the report and also that defects can subsequently develop.

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## **WEATHER**

It was a mild spring day at the time of the inspection.

## **OCCUPIED PROPERTY**

The property was occupied at the time of our survey, which meant that there were various difficulties when carrying out the survey such as stored items. We have, however, done our best to work around these.

## **INSPECTION LIMITED**

Unfortunately in this instance our inspection has been very limited due to:-

- 1) We have had a limited view of the roof.
- 2) The property has been viewed from ground level; we would be happy to return and view with a cherry picker, which is what we would recommend.
- 3) The fixtures and fittings limited our view internally.
- 4) We have not had the benefit of opening up the walls, as we do not feel we can do this without damaging the property.
- 5) We have not had the benefit of opening up the floors or taking core samples, as we do not feel we could do this without damaging the property.
- 6) The barn was locked at the time of our inspection and no access was gained.
- 7) We have not had a brief from your solicitors with regard to the lease.

We thank you for taking the time to meet us during the survey.

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## **BUILDING INSURANCE**

We do not advise with regard to building insurance. You need to make your own enquiries. Some areas may have a premium, some buildings may have a premium and some insurers may be unwilling to insure at all in certain areas. You need to make your own enquires prior to committing to purchase the property. Please be aware the fact a building is currently insured does not mean it can be re insured.

We would comment that non-insurability of a building we feel will affect lease value.

**ACTION REQUIRED:** You need to ensure that the leaseholders have adequate insurance.

## **TERMS AND CONDITIONS**

Our computer system sends two copies of our Terms and Conditions to the email address given to us when booking the survey; one has the terms attached and the other has links to the Terms and Conditions on our website (for a limited time). If you have not received these please phone your contact immediately.

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