PROPERTY REPORT AND NEGOTIATION DOCUMENT

XXXX Dunstable Bedfordshire LU6 XXX



Aerial view – 360 photo

FOR

Mr X

Prepared by: XXXX

INDEPENDENT CHARTERED SURVEYO



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INTRODUCTION

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

XXXX Dunstable, Bedfordshire LU6 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 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. Advisor should fully inform you about Dilapidations claims. Your Legal

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.

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

Even with a newly refurbished building (or one that is in the progress of building work) there will be elements that are not new. We very often find refurbishments focus on the areas that can be see, such as reception areas and the offices and the other areas tend to get left or put on a low budget or next to no budget as in this case.

We also attach a Schedule of Condition which we recommend you use to negotiate with.

Queries regarding Schedules of Conditions

We have over the years found that our Schedules of Conditions are often queried and challenged by developers/freeholders/landlords/their agents and representatives and we consider this to be a normal part of the property negotiation process and we are more than happy to work with you during these negotiations.

New leases and break clauses

With new leases it is important to remember that everything is negotiable on them regardless of what the landlord or their representatives say. We feel it is particularly important with long leases, which are leases in our opinion over five years, to negotiate break clauses that allow you to realistically give back your lease and walk away from the building and/or assign it to someone else/sell it to someone else.

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 mid-terraced property (although it is partly a separate structure), which has been extended forming rooms to the rear, both with single storey pitched extensions and flat roof extensions. There is a basement to the front of the property.

At the time we carried out the survey there was construction work taking place at the property, forming training rooms to the rear of the building. We have not seen the specification in relation to this work and therefore it is difficult to comment on this.

There is a small outside yard to the rear, which we assume is part of fire exit facilities, which did not look to be usable at the time of our inspection.

Parking is on the roadside on a first come first service basis; there is a two-hour parking limit. There is also general parking quite close by.

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

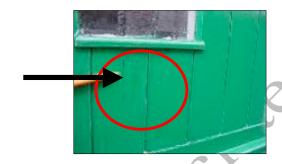
This has been given in the survey where it is considered it will aid understanding of the issues, or be of interest. This is shown in "italics" for clarity.

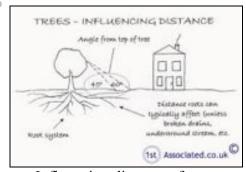
TECHNICAL TERMS DEFINED

Throughout the Report, we have endeavoured to define any technical terms used. 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: Two brick chimneys; one to left, one to right

Main Roof (no.2): Pitched, clad with concrete tiles

Covered with mineral felt Front Left Garage Roof

Corrugated plastic roof window (no.1):

Rear Left Roof (no.3): Corrugated

Rear Middle Roof (no.4): Flat roof (unvented)

Clad with concrete tiles Rear Right Single Pitched

Roof (no.5):

Rear Double Pitched Roof Clad with concrete tiles

Box gutters and parapet walls (no.6):

Covered with mineral felt (unvented) Rear Large Flat Roof

Six roof windows (no.7):

Small Flat Roof (no.8): Covered with mineral felt

Roof Structure: No inspected, assuming cut timber roof

Gutters and Downpipes: **Plastic**

Soil and Vent Pipe: Internal

Flemish Bond brickwork to front

Stretcher Bond Brickwork to rear

Not inspected to the Left

Render to the right

(all assumed)

Fascias and Soffits: Painted timber

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XXXX, Dunstable, Bedfordshire LU6 XXX

External detailing:

Windows: Plastic double glazed windows at high level,

without trickle vents

Aluminium windows at low level

Aluminium and glazed entrance doors Doors:

Timber fire exit doors

Internal

Ceilings: Lath and plaster / plasterboard (assumed)

Lath and plaster / dry lined (assumed) Perimeter Walls:

Internal Walls: Mixture of solid and studwork (assumed)

Suspended timber floor to front and suspended Floors: Ground Floor:

possibly sprung floor rear (no air bricks – not

vented)

Areas of concrete floor (assumed)

First Floor: Joist and floorboards with embedded timbers

to front and joist hangers to rear (assumed)

Services

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

There is a Worcester boiler located in the Heating:

Kitchenette

The electrics are located in the internal Office One. **Electrics**:

Gas: The consumer unit was no located.

The manhole is located to the front. Drainage:

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 Aerial view – 360 photo



Rear courtyard area Aerial view – 360 photo



Left view (taken from rear roof) Aerial view – 360 photo



Right view Aerial view – 360 photo

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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 240 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 as 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 nat niabilit. value. You also need to ensure that the Schedule of Condition is appended to the

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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.

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. It is presently being altered to a training facility.

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 one month before know 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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Covenant Defined:

The laws and rules within a Lease that is actionable via the legal system.

> **ACTION REQUIRED:** We recommend exclusions from the Lease in the following areas:-

- 1. All the roofs and associated areas such as the chimneys, parapet walls, box gutters and roof windows.
- 2. All dampness and any associated matters such as rot and woodworm to floor joists and timbers.
- **3.** The basement.
- **4.** Any suspended floors.

Condition of roofs (please see roof plan in Appendices) 2.0)

Large flat roof (no.7)

There is a large flat roof (no.7) to the rear and two small flat roofs, one to the front (no.4) and one to the rear left corner (no.8) that are not in particularly good condition.

The rear large flat roof has six roof windows that have been repaired in what we would term as DIY quality.



Large flat roof, roof window repairs Aerial view – 360 photo



Aerial view – 360 photo



Large flat roof, lots of stored items Large flat roof (no.7) with six roof windows, full of stored items Aerial view – 360 photo

We are also concerned that the flat roof is unvented. Given the training rooms below which generate higher than typical humidity, albeit they have a comfort cooling system installed, we much prefer to have cross-vented flat roofs and indeed is usually part of Building Regulations requirements.

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Rear left roof (no.8)

The rear left roof (no.8) is adjoining to the large flat roof. It has a box gutter where is joins the rear left flat roof. There is vegetation growing on the roof in this area, which needs removing and also the poor detail to the box gutter needs improving.

Also the roof looks to have been patch repaired again and again with liquid bitumen.



Rear left roof (no.8) and box gutter (with the ball at the end) Aerial view – 360 photo



Box gutter leaking Aerial view – 360 photo

Front flat roof (no.4)

The front flat roof (no.4) has moss sitting on it which indicates it is a flat flat roof and we wonder how water discharges off this roof. The moss indicates that water sits on the roof and does not discharge.

> **ACTION REQUIRED:** We would recommend a water test on the front flat roof and would also recommend excluding it from the lease.

> Also we cannot confirm whether all of these roofs are insulated or not, we think it is unlikely. We would however recommend they are insulated and indeed if you repair them you will have to repair them to new Building Regulation Standards.



Front flat roof (no.4), view from high level Aerial view – 360 photo



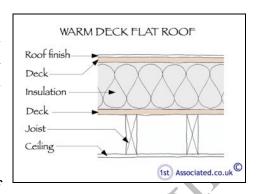
Small hidden flat roof (no.4), covered with moss Aerial view – 360 photo

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ACTION REQUIRED: Ideally re-roof all of these roofs ensuring that there is a good fall on the roof. We would recommend adding insulation with a good quality high performance elastomeric type felt.

We would also recommend cutting back the bushes and the ivy that is currently on the roof and in the short term clear the roof of all the stored items such as the pallets, metal fence panels and piping.



Flat roof insulation

Repairs to the roof should be carried out before work is carried out internally.

ANTICIPATED COST: £15,000 - £30,000; please obtain quotations.

We would exclude from the lease. We would advise that if you do take this item on we feel that you would have a considerable lease liability in the tens of thousands of pounds particularly as you are likely to be required to upgrade the flat roofs under Building Regulations which now require insulation in large areas of flat roof. Also there is likely to be energy efficiency requirements coming in with regard to properties.

Associated areas to flat roofs: parapet walls, box gutters etc.

There are also a considerable number of parapet walls and box gutters around flat roofs and roofs in general which need attention. We can see a mastic has been used to carry out DIY quality repairs and that weathering is also present to a lot of the joints.



Weathering to coping stone joint Aerial view – 360 photo



DIY repairs - mastic in the joints to the coping stone Aerial view – 360 photo



Weathering to coping stone joint Aerial view – 360 photo

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ACTION REQUIRED: Exclude from the lease, however basic repairs do need to be carried out to make sure these areas are safe and water tight.

ANTICIPATED COST: £3,000 - £6,000; please obtain quotations.

Garage roof (no.1) front left

There is a basic flat roof over the garage area with a basic roof light with a plastic corrugated cover over it. We can see the flashings to this have been repaired with flashband, which we consider a temporary repair material.

Flashband Defined

Flashband is a sticky backed felt, which is best used for temporary repairs only.

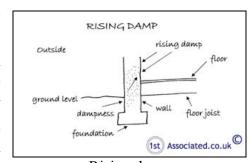


Garage roof Aerial view – 360 photo

3.0) Dampness

In our experience properties such as this usually suffer from some dampness, particularly to the older part of the property and under suspended floors and also newer parts of the property where the construction has not been understood properly depending upon what detailing has been used there may also be dampness that occurs there in long term.

Rising dampness was noted and recorded with damp metres in the property, especially around the internal toilets. Dampness is also noted to the right side wall, approximately a meter in height with plants growing to the base of the property.



Rising damp



Dampness to right wall Aerial view – 360 photo

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Dampness to wall



Dampness in toilet area

Dampness Kitchenette and toilet area

Dampness is getting into the structure due to deteriorating render and poor edge detail to the roof.

ACTION REQUIRED: We recommend you resolve dampness in the walls. Note this is likely to have had temperamental affect over the years to any embedded timbers close to walls where there has not been suitable ventilation such as in the basement.



Rendered wall

We would recommend excluding all damp areas and the basement from the lease terms.

4.0) Basement

We would recommend you exclude the basement from the lease as it is not an area that is being used and it is damp. We could also see that there has been previous repairs within the basement for example to rotting joist ends which have been bedded into the wall.



Back to backing of timber Knife test into rotten old timber of floor joist

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High damp metre readings on timber joists

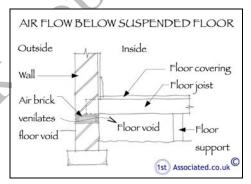


Knife into rotting timber

5.0) Suspended floors

With this age of property it is likely there were/are suspended timber floors in the property. Our concern is that these are being encased by the new construction which may then mean they are susceptible to wet rot, dry rot and woodworm.

ACTION REQUIRED: Any suspended timber floors should be vented/or alternatively excluded from the Lease.



Suspended timber floor

6.0) Services

6.1) Fire Safety

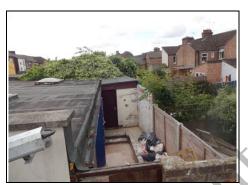
There looks to be a rear fire exit to the property via the courtyard area then through a door to the rear right. The door needs to be in working order and also needs to have some steps or some sort of similar warning about the drop and equally on the right side of the property it needs to be advised there is a fire exit there.

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Rear fire exit door Aerial view – 360 photo



Rear courtyard Aerial view – 360 photo

ACTION REQUIRED: We recommend this fire exit is reviewed and the fire requirements of the property as a whole, particularly in an environment where there is a lot of people to show very clear appropriate signage and it is also to restrict the spread of the fire.

ANTICIPATED COST: For a report a few hundred pounds, this may have all be considered in the new design, we have not had detailed information with the work that is going on; please obtain quotations.

6.2) **Space heating**

The new work looks to be adding in space heating but we have not had any details in relation to this.

You do need to be aware of the possibility of condensation and interstitial condensation to properties where there is a fairly large number of people as this can affect damage to suspended and sprung timber floors, dry lined walls and flat roofs that are unvented such as the one you have.

7.0) 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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We feel it is likely to be a driving factor with regard to having new roofs on a buildings and new cladding.

High Priority

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

We would not sign a lease without having a Schedule of Condition attached.

y the recoult. We feel there are some high-risk areas particularly the roofs.

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Other Items

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

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) Fire Safety/Fire Alarms/Emergency Lighting - we recommend you have a Fire Specialist to review the building prior to legally committing to purchase.
- 6) Gas Safe inspection and test report (you need to see heating in working order)
- 7) Lighting - The lighting needs to be checked to ensure it is suitable for the purposes for which you wish to use it.
- Man-safe system for the roof Ensure there is a full man safe system for maintenance access and that this has been tested.
- 9) Security System test
- 10) 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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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.



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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 would recommend that the property be reviewed again upon completion of the construction work. We assume that some form of guarantee is included with the works and that there is a period for carrying out snagging works on the property.

As we have not met you at the property we would be keen to meet you at the property and/or discuss the property via phone please contact us as soon as possible. We also confirm that we have not met the landlord/leaseholder of the property.

rol a required. 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 ver v 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.

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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

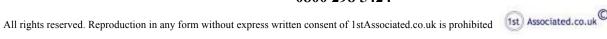
- 1.0) Reception
- 2.0) Meeting/computer room to front left
- Internal Kitchenette 3.0)
- 4.0) Lobby
- 5.0) **Ladies Toilets**
- 6.0)**Gents Toilets**
- 7.0) Corridor
- 8.0) Store Two / possible Disabled Toilet
- Internal Office One / Store Three 9.0)
- 10.0) Five Training Rooms to the Rear
- 11.0) Rear Left Outbuilding/Store One (situated in rear Yard)
- 12.0) Store Three / possible Disabled Toilets
- 13.0) Garage
- 14.0) Cellar

First Floor

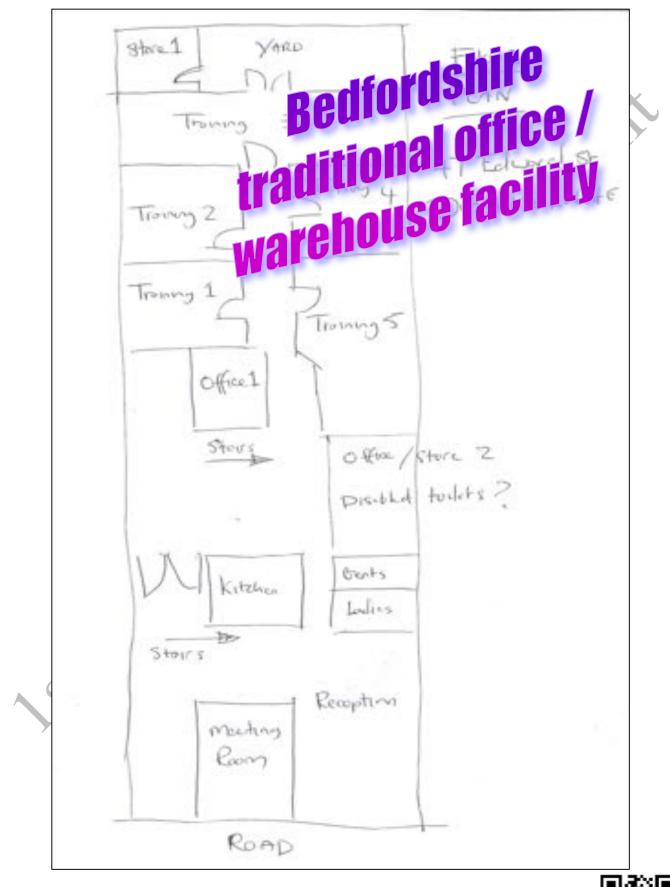
- 15.0) Stairs and Lobby Area
- 16.0) Store under the staircase
- 17.0) Open Plan Office Area
- 18.0) Kitchenette
- 19.0) WC
- 20.0) Stairs Two
- 21.0) Computer Room
- 22.0) Internal Main Roof Two

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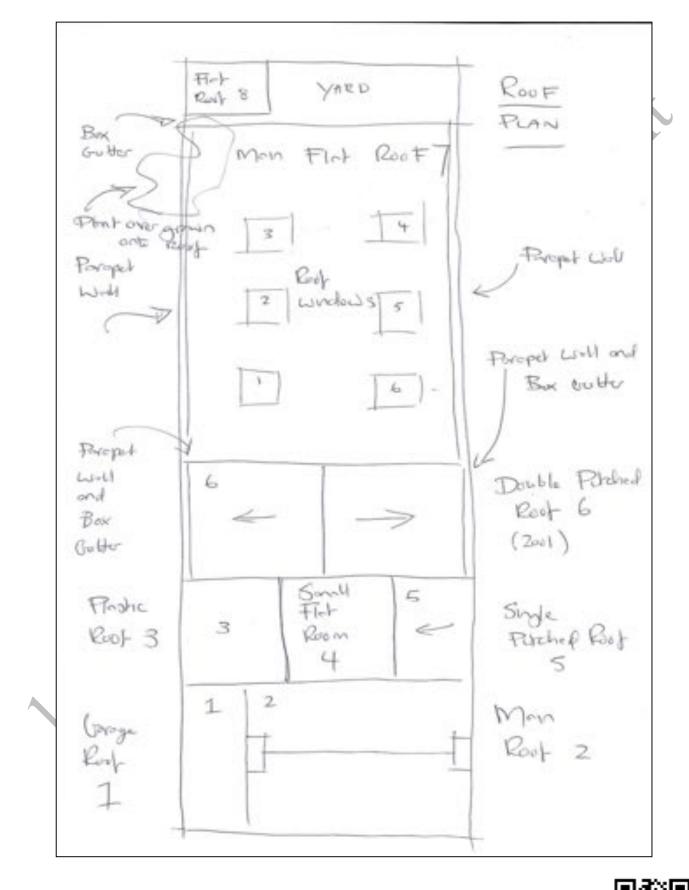


Floor Plan



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Roof Plan



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(C)

Boundaries

1.0) Front: Pavement

Residential building 2.0) Left:

3.0) Right: Residential building and car park

Residential garden 4.0) Rear:

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. strated.co.i

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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 warm summer's day at the time of the inspection. The weather did not hamper the survey.

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) We have not turned any services on or tested the services.
- 7) The property was occupied and some builders at work.
- 8) We have not met the client.
- 9) We have not had the benefit of meeting the landlord or the previous tenant.
- 10) We have not met the owners of the building.
- 11) We have not had a brief from your solicitors with regard to the lease.

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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. pl SS

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