

DEFECTS REPORT

CONFIDENTIAL

XXX
XXX
Dunstable
Beds
LU5 XXX



FOR
Ms X
c/o X Ltd

Prepared by:
XXX Limited
INDEPENDENT CHARTERED SURVEYORS



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INTRODUCTION AND INSTRUCTION

The following is a brief summary of the issues found at XXXX Dunstable, Beds, LU5 XXX during the course of our inspection.

We were originally instructed on XXXX to prepare a Schedule of Condition for appending to a Full Repairing and Insuring lease which we duly carried out on XXXX

For the avoidance of doubt this is a confidential document that should not be shown to the landlord or anyone representing the landlord without the written permission of XXXX Limited.

As we understand it, negotiations have taken place between Lowribeck Services Ltd and the landlords. This has resulted in a package of works being carried out by the landlord (based upon their dilapidations claim against the previous tenants XXX Ltd).

We were re-instructed on XXX to carry out a review of the landlords work and therefore revisited the property on XXX and had a meeting with the landlord's surveyor XXX, Chartered Surveyor of XXX Management Ltd.

Unfortunately XXXX Services Ltd representative was unable to attend the meeting due to traffic delays.

The meeting consisted of a walk round brief review internally and an inspection of the roof area. Total time on site was approximately two hours plus travel, admin and dictation, etc.

We would refer you to our original report JXXXXX carried out on the XXXX

The 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

We revisited the property on XXX

Work had taken place and the property was certainly an improvement however we still feel there are basic underlying problems with the property and work we would term very much patch and repair rather than identifying the cause of the problems and rectifying them.

The following Executive Summary gives you a flavour of the issues but we would also refer you back to our original Property Report/Negotiation Document and the Schedule of Condition we prepared.

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EXECUTIVE SUMMARY

Summaries are not ideal as they try to précis often quite complex subjects into a few paragraphs. Here we give a summary of the problem and our various suggestions on how to solve it and all costs it relates to.

We would comment as follows:

We still consider the property to require a Schedule of Condition. As this is an old building parts of the property we still consider will deteriorate rapidly over the period of the lease (we are advised eight years). Our main areas of concern are:

1. **The roof**

The property has an old asbestos style roof. We can see ad hoc/random overcladding has been carried out with GRP panels (Glass reinforced plastic panels), we assume to replace the leaking asbestos sheets. We can also see that the roof lights have been replaced.

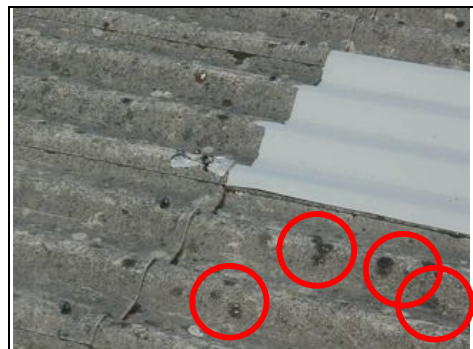


General view of asbestos roof

However we can still see that the asbestos is deteriorating, there are some signs of moss still present and we can see areas of patch repairs where flashband has been used.



GRP overcladding of asbestos panels



Moss

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Flashband Defined

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



Old flashband repairs

Rusting vents and flues

There are rusting vents and flues in the roof.



Rusting to top of the vent units

Guttering

The gutter, we can still see, is full of rainwater.



Gutter full of water

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Debris

We noted debris on the roof.



Debris

ACTION REQUIRED: All of these need further investigation. Our concern is that you will have a Dilapidations claim at the end for a new roof and not only a new roof but a new improved roof, as from what we understand the Building Regulation requirement for new roofs is about to change over the forthcoming years meaning that you would have to add additional insulation and green factors. The jury is still out as to exactly how this will affect you but it certainly will cost more and will mean, we believe, that patch repairing of roofs will not be acceptable.

Asbestos report

On a positive note we are advised that an asbestos report has been carried out.

2. Cladding panels

We are advised that cladding panels have been brush painted in situ. In our experience we generally find an inconsistency of thickness of paint applied and also quality. The only way to successfully refurbish old cladding panels in our opinion is to completely remove them or to provide new.



Upstand to the parapet wall

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A dark coloured paint has been used which does tend to hide impact damage and other such things to the panels which then becomes visible as it weathers (rain, snow, sunlight, etc) over the years.

It would have been perhaps beneficial to have a lighter coloured paint to be able to identify the marks/impact damage.

ACTION REQUIRED: We feel that you are exposing yourselves to possible re-cladding of the building in eight years time and/or redecoration, which the landlord will always wish to have to a Rolls Royce standard.



Wall cladding panels



Close up of cladding panels

3. Staining to Windows and Brickwork

Whilst we noted that some panels had been painted yellow and blue, we also noted from what we could see that there has been no cleaning of the brickwork and no cleaning of the windows.



Painted panels

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Staining to brickwork



Staining to brickwork



Green mould to brickwork and
window staining



Staining to windows

4. **External cracks**

We identified cracking in the property externally, a mixture of stepped cracking particularly to the front left hand of the building and vertical cracks evident throughout the property as well as cracks to the rear right hand side.

Our original request was to exclude these from the lease. As far as we can see no work has been carried out in relation to these.

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5. Interior

We have had a brief inspection of the interior and there are items still remaining that we have brought to your attention previously in the Property Report/Negotiation Document. We note the following:

Warehouse roof

Patch repair of the underside of the warehouse roof. The majority of the cladding panels have not been cleaned.



Patch repair

Pipework

Pipework in conduit with rusting visible



Pipework in conduit

Underside of gutters

Water staining visible to underside of gutters



Water staining still visible

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Structural frame

The structural frame has not been cleaned.



Structural frame not cleaned

Cracking to walls

Cracking to walls and impact damage to the walls originally identified appear to have been painted over.

Floors

Painted over floor with minimal making good.



Painted over floor

6. General work carried out by the landlord

The work that has been carried out by the landlord forms part of the Dilapidations claim against the previous tenant (we are confidentially advised and this should go no further than the present claim against the previous tenants is in the region of £X).

From our discussions we do not believe that the landlord's surveyor has seen our Schedule of Condition and indeed they were unaware of the deterioration to the roofs to the left hand side of the property, which have now been completely re-roofed and a new decking from what we can see.

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7. **The repair work that landlords carry out to their own buildings can be very different to the repair work that they allow you to carry out to their buildings**

We would draw your attention to the experiences that we have had in the past where a landlord is happy to repair his building in one way and often to a lesser standard whereas when it comes to a Dilapidations claim at the end of the lease they are unhappy for you to repair it in the same manner, in fact we would say that they require rolls Royce standard repairs/replacement.



Close up of asbestos panel

We would also question some of the repairs, without wishing to get too technical the covering of an asbestos sheet with a GRP cladding has the possibility of causing capillary action between the two materials and drawing water between them and then into the property.



Overclad asbestos roof

8. **Man safe system/access scaffolding**

We would add that the safety scaffolding that has rightly been added around the perimeter of the roof has no protection to it and in our opinion there may be damage when the scaffolding is being taken down which we cannot ascertain at present.



Safety scaffolding

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As we were not on the site at the time the work was being carried out we cannot comment on the working practices that were taking place and the materials used.

We would also say as far as we are aware there were no site meetings or supervision of the building contractors other than by the landlord's surveyor.

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SURVEY FINDINGS

This part of the report would have a detailed inspection of the various areas.
We await your instruction if you wish us to carry this out.

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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 doing 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:

Given the condition of the roof in particular we feel that by the end of the lease you could be in a situation where the landlord is arguing for replacement of the roof, which is a substantial expense.

From our discussions with them we believe they are very experienced and knowledgeable operators and we do feel that you need protection by having a Schedule of Condition appended to the lease. We spoke to their surveyor about this who thought that it was a possibility and we would ask that via your solicitor, you request in writing whether a Schedule of Condition can be appended to the lease based upon the standard of repair work that has been carried out.

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

For and on Behalf of
XXXX Limited
Independent Chartered Surveyors
XXXX

This Draft Report is dated: XXX

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APPENDICES

Photographic Record

Construction Summary

Time Line

Requests for Information

Contact Information

Limitations

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INSPECTION

Visual Inspection

Our inspection has taken the format of a visual inspection, the roof has been inspected via a cherry picker that had a limited lift and could only view the perimeter of the roofs safely.



Cherry picker

It was a time limited inspection of a few hours; we are happy to return. We would expect this to be a 1-2 days re-inspection.

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PHOTOGRAPHIC RECORD

SAMPLE OF PHOTOGRAPHS TAKEN

Roof



Front of roof



Rear of roof



Left hand side of roof



Left hand side of roof as viewed
from the rear



Right hand side of roof viewed
from rear



Central valley

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External



Front view



Rear view



Right hand side view

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Internal



Left hand side
as viewed from the rear



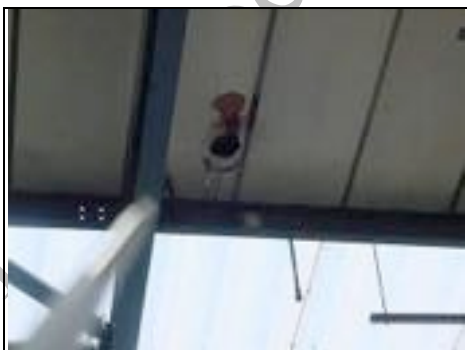
Right hand side
as viewed from the rear



Different coloured undercladding
where repairs have taken place



Staining and discoloration to the
undercladding panels and
underside of the gutter



Holes remaining within the
undercladding



General lack of cleaning to the
structural frame

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SUMMARY OF CONSTRUCTION

External

Main Roof:	Double asbestos roof with glass reinforced plastic or equivalent gutters
Roof Structure:	Roof supported by steel portal frame
Gutters and Downpipes:	Plastic internal
Soil and Vent Pipe:	Internal
Structural frame:	Steel portal frame
Walls:	Stretcher bond brickwork with pre-finished profile metal sheet cladding Painted panels
External Detailing:	
Windows:	Aluminium double glazed and single glazed windows
Roller shutter doors:	Two roller shutter doors to the rear
Fire doors:	Painted timber fire doors
Doors:	Aluminium double glazed and single glazed doors

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Internal

Warehouse:

Internal Roof/Ceiling: Rectangular undercladding (assumed)

Walls: Brickwork, blockwork, plaster and proprietary boarding (assumed)

Floors: Ground Floor: Concrete (assumed)

Offices/welfare facilities - front:

Ceilings: Predominantly smaller size square suspended ceiling tiles; areas of other types and styles of suspended ceiling tiles, including older sections of rectangular tiles

Walls: Mixture of solid and studwork (assumed)

Floors: Ground Floor: Solid underfoot, assumed concrete (assumed)

First Floor: Solid underfoot, assumed concrete, metal and joist and floorboards (all assumed)

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Welfare and storage areas - rear:

Ceilings:	Plasterboard/concrete lined (assumed)
Walls:	Solid, metal and plasterboard studwork (assumed)
Floors: Ground Floor:	Solid underfoot, assumed concrete (assumed)
First Floor:	Steel joists with timber boarding

Surrounding Areas:

Concrete parking area.

Services

We believe that the property has a mains water supply, mains drainage, electricity and gas (all assumed).

Heating:	There are two boilers located in the boiler room
Electrics:	The electrics are located to the rear left.
Gas:	Gas meters by roller shutter door
Drainage:	The manholes are located to the rear

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

ACTION REQUIRED: Your Legal Advisor needs to check and confirm the above and advise us of anything they require further clarification on before legal commitment to purchase the property.

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TIME LINE – A BRIEF HISTORY OF THE STRUCTURE

DATE	DESCRIPTION
XXX	Schedule of Condition and Property Report/Negotiation Document carried out by XX Limited
XXXX	Re-visit by XX Limited

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REQUESTS FOR INFORMATION

- 1) Any details with regards to meetings that took place with the contractor/landlord during the course of the work.
- 2) Details of any independent inspections that were carried out.

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CONTACT INFORMATION

Landlord's surveyor

Contact: XXX
Company: XXX
Address: XXX
Tel: XXX
Mobile: XXX
Website: XXX

Landlord's contractor

Contact: XXX
Company: XXX
Address: XXX
Tel: XXX
Mobile: XXX
Website: XXX

Scaffolding

Contact: XXX
Company: XXX
Address: XXX
Tel: XXX
Mobile: XXX
Website: XXX

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LIMITATIONS

Specific Defects Report

1. Conditions of Engagement

Please note: references to the masculine include, where appropriate, the feminine.

This is not a structural survey or building survey. This report looks at one specific defect. We may mention other defects in passing but the focus of the report is on the specific defect.

Subject to express agreement to the contrary (which in this particular case has been none) and any agreed amendments/additions (of which in this particular case there have been none), the terms on which the Surveyor will undertake the Specific Defects Report are set out below.

Based upon a visual inspection as defined below the Surveyor will advise the Client by means of a written report as to his opinion of the visible condition and state of repair of the specific problem or problems only. In this instance we are looking at the standard of building works carried out by the landlord/landlord's contractor.

2. The Inspection

2.1 Accessibility and Voids

The Surveyor will base this report on a visual inspection and accordingly its scope is limited. It does not include an inspection of those areas, which are covered, unexposed or inaccessible. Our visual inspection will relate to the specific defects shown to us only.

a. Floors

We have not opened up the floor structure. We have only carried out a visual inspection and any conclusions will be based upon our best assumptions.

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2.3 Roofs

The Surveyor had a limited inspection of the roof via a cherry picker which limited our view to the perimeter.

2.4 Boundaries, Grounds and Outbuildings

The Surveyor has not inspected boundaries including the grounds and outbuildings unless specifically stated (none stated).

2.5 Services

No services inspected. We are advised that services are not complete.

2.6 Areas not inspected

The Surveyor will have only inspected those areas identified within the report. His report will be based upon possible or probable defects based upon what he has seen together with his knowledge of that type of structure. If you feel that any further areas need inspection then please advise us immediately.

2.7 Defects Report

As this is a report upon a Specific Defect we do not offer any comment or guidance upon reactive maintenance and/or planned or routine maintenance items.

2.8 Whilst we have used reasonable skill and care in preparing this report, it should be appreciated that the Chartered Surveyors cannot offer any guarantee that the property will be free from future defects or that existing defects will not suffer from further deterioration;

3. Deleterious and Hazardous materials

Unless otherwise expressly stated in the Report, the Surveyor will assume that no deleterious or hazardous materials or techniques have been used in the construction of the property. However the Surveyor will advise in the report if in his view there is a likelihood that high

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alumina cement (HAC) concrete has been used in the construction and that in such cases specific enquiries should be made or tests carried out by a specialist.

4. Contamination

The Surveyor will not comment upon the existence of contamination as this can only be established by appropriate specialists. Where, from his local knowledge or the inspection he considers that contamination might be a problem he should advise as to the importance of obtaining a report from an appropriate specialist.

5. Consents, Approvals and Searches

- 5.1 The Surveyor will assume that the property is not subject to any unusual or especially onerous restrictions or covenants which apply to the structure or affect the reasonable enjoyment of the property.
- 5.2 The Surveyor will assume that all bye-laws, Building Regulations and other consents required have been obtained. In the case of new buildings and alterations and extensions, which require statutory consents or approval the Surveyor will not verify whether, such consents have been obtained. Any enquiries should be made by the Client or his legal advisers.
- 5.3 Drawings and specifications will not be inspected by the Surveyor. It is the Clients responsibility to forward any drawings and specifications that he has or knows the whereabouts of to us to include information in our report. If these are not forthcoming we will make our best assumptions based upon the information available.
- 5.4 The Surveyor will assume that the property is unaffected by any matters which would be revealed by a Local Search and replies to the usual enquiries or by a Statutory Notice and that neither the property nor its condition its use or intended use is or will be unlawful.

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6. Fees and Expenses

The Client will pay the Surveyor the agreed fee for the Report and any expressly agreed disbursements in addition.

7. Restrictions on Disclosures

7.1 This report is for the sole use of the Client in connection with the property and is limited to the current brief. No responsibility is accepted by the Chartered Surveyors if used outside these terms.

7.2 Should any disputes arise they will be dealt with and settled under English law;

7.3 This report does not fall under the Third Parties Rights Act.

8. Safe Working Practices

The Surveyor will follow the guidance given in Surveying Safely issued by the Royal Institution of Chartered Surveyors (RICS).

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