

PROPERTY REPORT AND NEGOTIATION DOCUMENT

XXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXX

London XXXXXXXXXXXX



FOR

XXXXXXXXXXXXXX

Prepared by:

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

INDEPENDENT CHARTERED SURVEYORS



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CONTENTS

Introduction and Instruction	page 3
Synopsis	page 9
Report Format	page 11
Summary of Construction	page 12
Executive Summary	page 16
Summary Upon Reflection	page 20
Report Information	page 21
Appendices	page 23
Limitations	page 28

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INTRODUCTION AND INSTRUCTION

Instruction

We have been instructed on xxxxxxxxxxxxxxxxxxxx to prepare a Property Report and Schedule of Condition; you are now reading the Property Report. We inspected the property on xxxxxxxxxxxxxxxxxxxx.

Property Report

The property report gives you advice on what we consider are the key issues. We are aware you have also asked for additional comments with regard to Listed Building and Conservation Area alterations that you are proposing. Please see Appendices for information on Listed Buildings etc. If you are aware of any other issues that you wish us to comment on please draw these to our attention.

Schedule of Condition

The Schedule of Condition relates to the Lease that you have already signed and taken on. It is used as a document to protect you against future Dilapidations claims. It is most useful when appended to the Lease, which generally cannot be done after the Lease has been signed, but we would nevertheless recommend you ask your Solicitor and Landlord if it can be.

Dilapidations defined:

Dilapidations is a legal claim against you 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.

The Lease – Full Repairing and Insuring Lease

We have not seen a copy of the Lease; we assume the property is let on a standard Full Repairing and Insuring Lease (known as a FRI lease); we have not seen a copy of the lease.

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Everything is negotiable

We normally say that everything is negotiable with regard to a lease, and as mentioned during our discussions we would have limited your liability if at all possible with regard to past alterations that have been carried out to a Listed Building by negotiating an exclusion in the lease.

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.

Meeting at the property

We met you at the property on xxxxxxxxxxxxxxxx and spoke again about your concerns with regard to Listed Building conservation. You advised you are on a xx year lease (we have not seen a copy of the lease but we assume it is a full repairing and insuring lease as this is a typical lease).

ACTION REQUIRED: If you wish us to see a copy of the Lease we would be more than happy to comment upon it.

Shared Liability

When we spoke at the meeting you advised that you are not aware of any shared liability, however as you are leasing a lock-up shop within a larger property it is likely you have a shared liability with regard to the building as a whole and you need to carry out investigations with regard to your shared liability.

ACTION REQUIRED: Your legal adviser to confirm what service charges you are paying and any shared liability you have with regard to the building as a whole.

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Standard Repairing Covenants within a Lease

In our experience most leases have four standard sections/clauses/covenants that you need to be aware of with regard to property and Listed Buildings and Conservation Consent:

1. Repair Covenant

Where you have an obligation to repair the property and put and keep in good order.

2. Redecoration Covenant

Where you have the obligation to redecorate every few years; typically three, five or seven years and when you leave the property.

3. Reinstatement Covenant

Where you have the requirement to reinstate the property as you found it.

4. Statutory Regulations Covenant

Where you have the liability with regard to any statutory regulation requirements, such as Listed Building Permission and unauthorised alterations.

Caveat Emptor

We also advised that where property is involved that generally the law is 'Caveat Emptor' which is Latin for buyer beware. This means you will have the liability for anything that is part of the property, for example unauthorised works to a Listed Building.

Liabilities for other people's actions

When taking on a building, either freehold or leasehold, you will also usually take on the ownership of anyone else's previous actions, such as altering a Listed Building inappropriately and without permission.

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Risk with Listed Buildings and Conservation Areas

There will always be a risk with a Listed Building where you carry out alterations without seeking consultation with the Conservation Officer/Listed Building Officer and the xxxxxxxxxxx City Council can be particularly diligent at assessing this.

We have added information on Listed Buildings and given reference to the Conservation Area in the Appendices.

Signage Permission

As we discussed, you will need permission for signage changes and this will of course also bring it to the attention of xxxxxxxxxxx City Council as a new leaseholder on the property requiring new signage and also the possibility of changes you are making to the layout to suit your business.

Reversible Alterations and Listed Buildings

Often Conservation Officers and Listed Building Officers are happy with alterations which are reversible without damaging the integrity of the building but you do need to confirm this with them first and get their permission.

No way of knowing what xxxxxxxxxxx looked like originally

We have no way of knowing what the interior of this property looked like originally. We can see that modern lintels, probably in the form of I-beams, have been inserted into the property to give support and an open plan area for the shop unit. Whether there was originally a structural timber frame present in the property or not is difficult to say without further examination and opening up the structure and/or previous records.

ACTION REQUIRED: Provide us with any information, photographs, drawings, specifications, etc, which relate to how the building originally looked.

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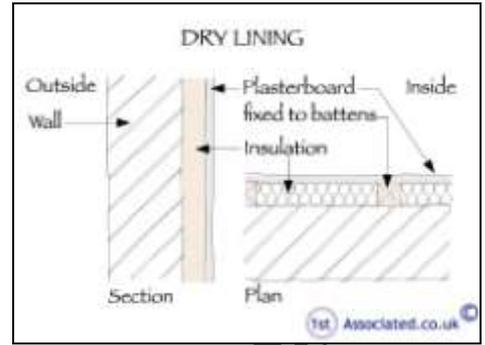
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Dry lined walls

The walls are dry lined, which is a false wall in front of the real wall. This means that the dry lining/false wall could be hiding Listed and historic features.



Dry lining

xxxxxxxxxxxxxxxxxxxxx
(previously known as xxxxxxxxxxxxxxx)

We discussed that you thought the area was of historic significance and that you have one of the oldest streets in the area located behind you.

From our brief research we found a sign on the street identifying that it first appeared in rating books in 1690 and there is a plaque denoting this date. This is from the Stuart Era of 1603 to 1714, however many of the buildings along this court/alley have Georgian fronts; the Georgian Era being from 1714 to 1837 (approximately).



xxxxxxxxxxxxxxxxxxxxx
(formerly known as
xxxxxxxxxxxxxxxxx)

You mentioned that tourists often visit. It is reputed to be one of the oldest roads/pavements in London but it is also reported to be the road that the fictional 'xxxxxxxxxx' is based upon in the xxxxxxxxxxxx films.

Listed Building Regulations and Conservation and how it affects you

We always say that Listed Building Regulations and Conservation is written in black and white and interpreted in grey. There are of course several do's and don'ts and general principles. Without going into the detail about these, they are generally looking to preserve for the long term benefit of all any historic characteristics and significances of a building. Over and above this, a Conservation Area can indicate that the building as a whole in a certain area can have a general character and historic nature that it is thought is best to preserve.

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An example of how conservation can affect property

Windows

For example, the property has old sliding sash windows and this property as a whole could be affected by the way the sliding sash windows are and these are likely to be subject to Listed Building and Conservation Area regulations.



Historic sliding sash windows

Pre-1666 sliding sash windows

Pre-1666 windows typically do not have window sills.



Pre-1709 exposed box sash window

1700's sliding sash windows

1709 London Building Act (affected the whole county eventually) - requires 100 mm window sill and 100mm back.



Early 18th Century sash window

1774 sliding sash windows

1774 London Building Act - (affected the whole county eventually) requires reveals to be protected by brickwork.



Late 18th Century sash window

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SYNOPSIS

SITUATION AND DESCRIPTION

This is the ground floor and basement of a lock-up shop within a mid-terraced property that is four stories in height.

The front sits directly on the pedestrian walkway of xxxxxxxx. To the rear is xxxxxxxxxxxx, previously xxxxxxxxxxxx, which you thought was the oldest road in London (more about this later on).

We believe the exterior of the property dates from the Georgian Era with lots of rebuilding within the Victorian Era.

The area is a Conservation Area and from our Internet enquiries on the website BritishListedBuildings.co.uk we have established that was Listed as a Grade II Listed building on xxxxxxxxxxxxxxxxxxxx (see Appendices).

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.

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:	Not visible
Hidden Main Roof:	Believed to be a Butterfly roof (assumed)
Front Box Gutter:	Brickwork, originally would have been lead lined (assumed)
Roof Structure:	Often a Butterfly roof (assumed)
Rear First Floor Balcony/Flat Roof:	Not visible
Gutters and Downpipes to rear:	Cast Iron
Soil and Vent Pipe:	Cast iron
Walls:	Flemish Bond brickwork (assumed)
External Detailing:	Flush sliding sash windows to front upper floors Front glazed shop front entrance door Rear Georgian style bow window Rear timber rear entrance door

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Internal

Ceilings: Plasterboard (assumed)

Walls Predominantly dry lined to front (assumed)
Studwork partitions to rear (assumed)

Floors: Basement: Solid under foot, assumed concrete

Ground Floor: Joist and floorboards (assumed)
Laminate covered

Services

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

Heating: There is a Worcester boiler located to rear right

Electrics: The electrics are located to rear right

Gas: The consumer unit was not located.

Drainage: We were unable to find any 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- xxxxxxxxxxxxxxx

Top Floor



Top floor of building

First and Second Floors



First and Second Floors

Ground Floor



Glazed front entrance

Street View



Front street view

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REAR VIEW – xxxxxxxxxxxxxxxxx

First Floor



First floor balcony

Ground Floor



Rear entrance

Street View



Rear street view

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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:

Listed Building Consent

In this instance we understand that you have already taken on the lease and that you are looking for guidance and reassurance with regard to Listed Building Consent.

- 1.0) The only way to be 100% certain is to actually apply for Listed Building Consent which we understand you do not want to do as this may delay the works and you believe there is a three month time period.
- 2.0) We have therefore assessed the property as best we can from a visual only inspection. As far as we can see, there are no distinguishing features within the property.
- 3.0) As explained, there may have been alterations previously that have removed features in the property. We have asked you for any information you have with regard to historically how the property looked but we would also add that from our verbal discussions with you, you have no further information.

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Your Alterations

From what we understand your alterations are:

1.0) Ground Floor

Removing of the central wall, which from our visual inspection and tap testing we would advise is a studwork wall of about 100mm which are generally not supporting walls.

We have not opened up the stud walls but think it is unlikely that there are any historic timbers within, but nevertheless we would take a photographic record when you open them up.

2.0) Basement

Removing walls to studio/office and associated walls. Again we would advise that these appear to be modern 100mm studwork wall.

We would recommend photos are taken when they are taken down.

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Your Goals

As we understand it, your goals are to refurbish the property to turn it into a bakery as quickly as possible. We feel that the three months that it is likely to take for Listed Building Permission is too long and you would like our thoughts with regard to the work you are proposing to carry out.

Schedule of Condition Recommended

You are currently reading the Property Report, which is intended to advise you on the property element of the lease.

Even though you have already taken on the lease we still believe a Schedule of Condition would be prudent with regard to:

- 1.0) In making a record of the condition and layout of the building.
- 2.0) It may be used to limit any future Dilapidations Claim.
- 3.0) It can be shown to Listed Building and Conservation Officers with regard to the alterations you are proposing.

We have specifically mentioned about the alterations within the Schedule of Condition in the Introduction, start of the ground floor section, the start of basement section and within the Schedule in the following sections: ground floor front trading area and open plan area in the basement.

Your liability with regard to previous unapproved alterations

As we discussed, under most typical full repairing and insuring lease liabilities you will take over any liabilities with regard to wrongful / unapproved alterations to a Listed Building.

If we had been involved with this lease at the start of the negotiations before it was signed, which is the case as we understand it at this point in time (at the time of writing this report) we would have recommended that you exclude yourself from any statutory liability with regard to previous Listed Building works.

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As we understand it, it is now too late to limit this liability. We would however recommend that the Schedule of Condition is served on your Landlord, ideally by your solicitor, ensuring that they/you have a record of it being served and/or you serve it direct. We feel this will enable you to have a better negotiation with regard to Dilapidations at the end of the lease. We know it is strange to be talking about the end of the lease at the beginning of it, but you should always have an exit strategy.

Dilapidations – as certain as death and taxes

When you take on a Lease you also take on the obligations to repair a property to a set standard that is legally defined; this can often be forgotten about in the excitement of a new business venture or an expanding business venture. One thing is for certain, when your Lease comes to an end, or when you decide to leave, Dilapidations are as certain as death and taxes.

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.

Dilapidations in a Nutshell

If we had been asked to advise before you moved in, we would have prepared a Schedule of Condition to identify the condition of the property as is and also discuss your various alterations, and we have still prepared one in this instance. We have with regard to Dilapidations provided a list in the Appendices of the typical Certificates we would have recommended you obtain.

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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:

Having discussed the matter with you with regard to Listed Buildings, we feel that you understand the various issues and have also taken into consideration the business rationale that you wish to open the business very quickly. We have prepared this report with this in mind and also detailed what has been carried out within the Schedule of Condition.

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

XXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX
XXXXXXX
XXXXXXX
XXXXXXX

This Report is dated: xxxxxxxxxxxx

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APPENDICES

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FACILITIES

(All directions given as you face the property)

We have included a list of the facilities that we have viewed. The following gives a general overview of the property.

Ground Floor

- 1.0) Front entrance area with stairs to left
- 2.0) Rear room
- 3.0) Rear left toilet
- 4.0) Rear left exit

Basement

- 1.0) Two internal offices to front
- 2.0) Open plan area to middle
- 3.0) Left front kitchenette
- 4.0) Front middle toilet
- 5.0) Two small studios/offices to rear right

Boundaries

- 1.0) Front: xxxxxxxxxxxxxxxx
- 2.0) Rear: xxxxxxxxxxxxxxxx

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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British Listing of xxxxxxxxxxxxxxxx

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

Description: xxxxxxxxx

Grade: II

Date Listed: xxxxxxxxxxxxxxxxx

English Heritage Building ID: xxxxxxxxxxxxxxxxx

OS Grid Reference: xxxxxxxxxxxxxxxxx

OS Grid Coordinates: xxxxxxxxxxxxxxxxx

Latitude/Longitude: xxxxxxxxxxxxxxxxx

Location: xxxxxxxxxxxxxxxxx London xxxxxxxxxxxxxxxxx

Locality: [xxxxxxxxxxxxxx](#)

County: [Greater London](#)

Country: [England](#)

Postcode: xxxxxxxxx

Listing Text

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

xxxxxxxxxxxxxx (south side)

xxxxxxxxxxxxxx Nos. xxxxxxxxxxxxxxxxx

G.V. II

Terrace houses with shops. Late C.17 origin, mid C.20 rebuilt fronts. Brown brick with red brick dressings, slate roofs. 4 storeys and setback penthouse attic. Each 3 windows wide. Ground floor has later C.20 shop fronts. Upper floors have flush framed glazing bar sashes under flat gauged red brick arches. Brick plat bands. Parapet with coping. Included for group interest in this street laid out in the 1630s as part of the Bedford Estate development of xxxxxxxxxxxxxxxxx. Survey of London; Vol. XX.

Listing NGR: xxxxxxxxxxxxxxxxx

This text is a legacy record and has not been updated since the building was originally listed. Details of the building may have changed in the intervening time. You should not rely on this listing as an accurate description of the building.

Source: English Heritage

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Conservation Areas General Advice

Conservation areas are ‘Areas of Special Architectural and Historic Interest, the character or appearance of which it is desirable to preserve or enhance’ (Planning (Listed Buildings and Conservation Areas) Act 1990).

Designation of a conservation area extends planning controls over certain types of development, including extensions, boundary treatments, the demolition of unlisted buildings and works on trees. However, it does not prevent any change and it may be subject to many different pressures (good and bad) that will affect its character and appearance. The council faces continual pressure for development. ‘Modernisation’ and ‘improvement’ have affected its character to a considerable extent, the most noticeable changes being alterations to individual buildings carried out as permitted development within the provisions of the General Development Order.

Conservation Area Appraisal Documentation

Most areas have documentation relating specifically to the conservation area. The documentation provides a brief history of the conservation area and an assessment of its character and recommendations for future management. Any issues which affect the protection of its character will be highlighted and opportunities for enhancement identified. A possible minor alteration to the boundary of the conservation area is suggested and some alterations to the local list of buildings of architectural interest are recommended.

We have not seen a copy of this documentation.

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Certificates, tests and reports which should have been obtained from landlord/outgoing lessee

If we were advising you before you took on the lease we would recommend you obtain the following certificates, tests and reports. We believe you will be required to provide these at the end of the lease so you need to ensure that you have gathered them as soon as possible.

1. Electrics – An Institution of Engineering and Technology (IET) test and report to be carried out by an NICEIC registered and approved electrical contractor or equivalent.
2. Space heating inspection and test report (you need to see these in working order)
3. Asbestos - up to date asbestos report with samples.
4. Drainage – closed circuit TV camera report.
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. Lighting - The lighting needs to be checked to ensure it is suitable for the purposes for which you wish to use it.
8. Listed Building Consent.
9. Planning Permissions.
10. Information on how maintenance of the building as a whole is divided up.

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LIMITATIONS

CONDITIONS OF ENGAGEMENT

The report has been prepared in accordance with our Conditions of Engagement dated xxxxxxxxxxxxxxxx; 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 dry autumn day at the time of the inspection. The weather did not hamper the survey.

NOT LOCAL

It should be noted that we are not local surveyors to this area and are carrying out the work without the benefits of local knowledge on such things as soil conditions, aeroplane flight paths, and common defects in materials used in the area etc.

EMPTY PROPERTY

The property was empty at the time of our survey; we were therefore not able to carry out our usual question and answer session or have our questionnaire filled out.

INSPECTION LIMITED

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

- 1) We have been unable to view 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) We have not been on the rear balcony.
- 4) We have not been on or in the first, second or top floor rooms.
- 5) We have not had the benefit of opening up the walls, as we do not feel we can do this without damaging the property.
- 6) 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.
- 7) We have not had the benefit of meeting the landlord or the previous tenant.
- 8) The property was unoccupied.
- 9) We have not turned any services on or tested the services.

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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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