JOB REFERENCE: EX41535/PR3/MH/MB3

# PROPERTY REPORT AND NEGOTIATION DOCUMENT

XXXXXXXX



Marketing by:



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—— Marketing by: ——



## INTRODUCTION

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

XXXXXXXXXXXXXXX XXXXXXXXXXX XXXXXXXXXXXXX XXXXXXXXXXXXX Wandsworth XXXXXXXXXXX

#### **Property Report**

St. 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 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 there will be elements that are not new. For example in this building the shared corridor appears to be used by others and is marked. We would add also that very often we find new builds focus on the areas that can be see, such as reception areas and the offices and often other areas tend to get left or put on a low budget or next to no budget.

#### **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**

You are leasing five rooms in total which we have identified as one large room divided into what we have termed Left and Right rooms and individual rooms One, Two and Three all of which are onto a shared corridor. Room One and the large room right hand side also link into the Courtyard Area One.



Large open plan room left



Large open plan room right

Courtyard One is a garden area which is landscaped with one large/high plant bed to the rear and three smaller/lower plant beds and grassed areas between. The property as a whole sits on a sloping site.

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



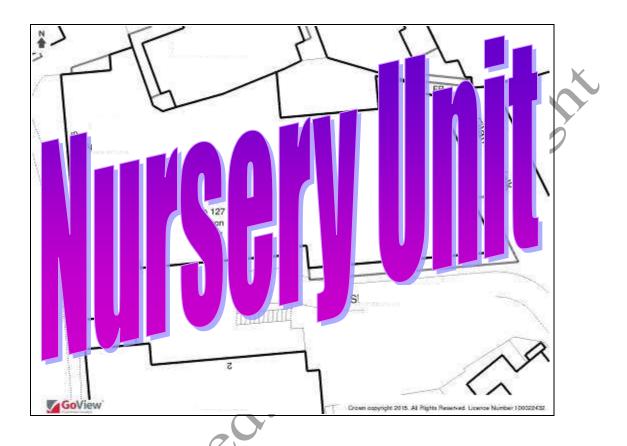
Courtyard One

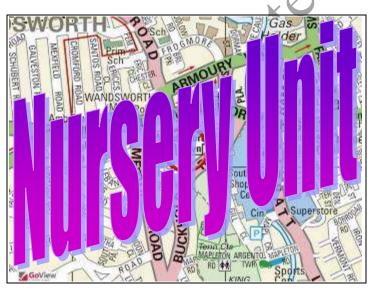
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# **Location Plans**







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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.

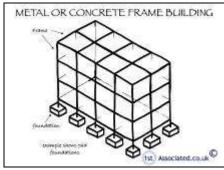
#### TECHNICAL TERMS DEFINED

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.





Structural frame

#### **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.



# **EXTERNAL PHOTOGRAPHS**



**XXXXXXXXXXX** 



Main entrance to xxxxxxxxx



Entrance area



Shared entrance to xxxxxxxx

## **Communal Areas (not forming part of Schedule of Condition)**



Lobby area



Atrium

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## **Courtyard One**



External area





Courtyard One Right

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# <u>Internal Photographs - xxxxxxxxxxxxxxx Area</u>



Open Plan Room Left



Open Plan Room Right



Room One - Left



Room Two - Middle



Room Three - Right

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#### **Shared Areas**



Link corridor One (to toilets)



Toilets for less able/disabled



Ladies toilets



Gents toilets

## Corridor Two



Link corridor Two to open plan room (Access to courtyard two)



Corridor Two - Ramp access to courtyard two

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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 250 photographs (a CD copy of all photographs is enclosed) 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 lease 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.

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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 vacant possession and you are the first tenants.
- 2.0) As it is a new lease this normally gives you the opportunity to negotiate everything. We always recommend you negotiate.

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

——— Marketing by: ———



## **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 Full Repairing and Insuring 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 landlord, normally it would be by the previous tenants but you are the first lessees in this instance.

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. Recent redecoration has taken place but since then there are marks, etc to the leased areas. Also, we would add that often builders finishes are not to the standard the landlord will require when you are handing the building back having leased it for some time. Over and above this we believe there are some inherent defects with the leased areas that will cause problems in time to come.

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.

#### Covenant Defined:

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

**ACTION REQUIRED:** We recommend negotiation. 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.

In this case we would be looking for a reduction in the Lease value and Lease rent and as mentioned we believe there are some inherent defects with this design.

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#### 2.0) Rust to windows and surrounds

We can see rust spots appearing to the painted profile metal. This will be very onerous in years to come due to the difficulty of repairing and respraying this type of material and quite concerning that it is rusting already.



Rusting







Rust spots

Rust spot



Cut metal around windows which will rust



Rust to top of shutters. A flat surface like this will promote rust relatively quickly if not painted properly.

We would classify this as an inherent design defect. It does lead us to question other parts of the construction as a whole.

**ACTION REQUIRED:** All responsibility for this area should be removed from the lease.

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#### 3.0) Rain cladding marked and puckered

We are not sure exactly what the rain cladding is formed from; it is some type of composite material. It has a puckered surface which we feel unfortunately will attract dirt and will be difficult to clean in years to come. Although the textured surface is quite pleasant to look at, it will not be good to repair and keep clean and it is already getting marked.



Mark to rain cladding



Rain cladding not sealed properly to ground in all areas



Marked

Examining one area closely for example the left double doors into Room One there is poor detailing and patching around the doors.



Poor detail around left double doors

**ACTION REQUIRED:** Consider having excluded from lease.

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# 4.0) Rusting running gulley and problems of water discharging towards the doors

We can see the running gulley is rusting. This is unusual on a development so new however it does highlight a problem that we believe is present in this building, which is that the falls on the paved area have not been considered properly and they may be falling towards the doors, which is why this running gulley has rusted already. This can lead to not only dampness coming in through the doors but also dampness in the walls which is very difficult to predict, particularly where rain cladding has been added.







Running gulley

Rusting

Close up

# **ACTION REQUIRED:** Replace or remove from lease.

## 5.0) Quality of materials used

The rain cladding, profile metal and the composite material together with the running gulley rusting, do lead us to wonder about the quality of the materials that have been used.

Additional problems we have come across with rain cladding that we mentioned is the securing and fixing of rain cladding where we have been involved in several cases where it has not been fixed correctly which is very difficult to resolve.

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#### 6.0) Weathering of the shutter windows, fixed windows and opening windows

We can see a layer of dirt on the windows at present. You will need to ensure these are kept regularly clean. Whilst there are cleaning systems for this type of painted metal windows, in a twenty year life of a lease we would expect you to have to redecorate it. Most leases will require this every three to five years.



Dirt accumulating

ACTION REQUIRED: The windows need cleaning before the handing over of the lease and need regular cleaning.



Weathering of windows

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#### 7.0) Dampness

#### **High ground level**

There is an area where there is a high ground level which looks like it would cause dampness to the adjoining brick wall area (not part of the crèche).



High ground level against brickwork



Close up of where high ground level starts

## What is the fall to the patio area?

We have already talked about this but look here specifically at the threshold of the right hand door.

The threshold to the left door has a running gulley however the door threshold to the right has no running gulley and is the same level inside and outside, so there is nothing to stop water getting in as far as we can see unless there are falls on the floor that we cannot see. Sorry to reiterate this point, but we do feel it is important.



Right side has no running gulley and is same level inside and outside

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Threshold on left side has running gulley

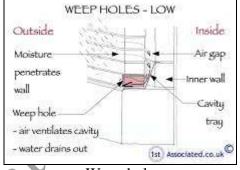


Running gulley protects left door

#### Weep holes

Generally on the wall it is a modern type of construction with weep holes to the base of it where we were obtaining high damp meter readings at the time of our survey.







Weep holes

Weep hole

Dampness present on brick wall

## Sill detail

We believe there is a poor sill detail and there are elements hidden that we cannot see that protect dampness from getting in.



Opening in sill detail

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What happens to the rainwater that gets behind the rain cladding and where does it drain to?



Where does water drain to

The drain to the left is a thin drain so will have to be kept regularly maintained to take water away. We would firstly question does the rainwater run towards it as it doesn't look to and secondly does it work?



Drain to left

**ACTION REQUIRED:** We suggest that you take photographs of the terrace on the first rainy day to establish where it ponds.

## 8.0) <u>Internal</u>

Internally is generally to a standard we would expect on a new build nevertheless we would be arguing strongly that the paintwork has been damaged internally and you are not getting the building freshly painted and will have to paint it. As part of most Full Repairing and Insuring leases you will certainly have to leave it freshly painted.



Wall marked at base in open plan room right

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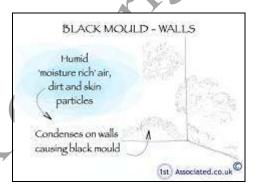
**ACTION REQUIRED:** Negotiate with the landlord.



Wall marked in Room One

#### 9.0) Creches, condensation and black mould

We spoke briefly about the condensation that can occur within a crèche. We would recommend that you mention this to the landlord as we feel there is a possibility of interstitial condensation occurring within the structure unless the air conditioning is appropriately designed for the area.



Black mould

Interstitial condensation defined Condensation within the structure.

#### Black mould defined

Dust, dirt and skin particles (which is very difficult to avoid in a property) being carried in moist air to colder areas and black mould occurring.

**ACTION REQUIRED:** True air conditioning will be able to control both the heating and cooling of the air system as well as most importantly for you, the relative humidity which if correctly set would in most cases resolve any interstitial condensation issues.

Of course the way you operate will affect the amount of humidity in a crèche/nursery. For example this photograph shows a lot of clothes being dried within a crèche which is difficult to avoid sometimes, but nevertheless needs to be considered.



Drying clothes internally adds to humidity

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#### xxxxxxxxxxxxxxxxxxxxxxxxx Wandsworth xxxxxxxxxxxx

Please see our article within the Appendices specifically on pre-school and day nursery and also more generally on condensation and black mould:

http://www.1stassociated.co.uk/condensation-and-dampness.asp

#### **10.0) Services**

#### 10.1) Radiators

The radiators that you have presently are exposed as are the pipes to them. These need to be covered.

**ACTION REQUIRED:** Add covers.



Example of covered radiator

#### 10.2) No manhole found

Obviously toilet facilities are important to a crèche. Knowing where the manholes are, are important too.

Manholes are used where there is a change in direction of pipes or new pipes join the main run. It is therefore a good location for clearing any blockages. In this case we were unable to see any manholes.

**ACTION REQUIRED:** We would recommend a closed circuit TV camera report of the drains.

#### Manholes Defined

Access areas which usually fit a man (or woman) into them and are put in where the drains change direction.

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### **High Priority**

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

We do feel negotiation is necessary on this property. You are receiving a building that is a builder's standard rather than a Full Repairing and Insuring lease standard. We also believe there are certain inherent defects in it such as the falls or lack of falls to the patio and paved area. We would also recommend that you speak to your solicitor specifically about the air ne an. conditioning/comfort cooling with regard to the amount of humidity that is

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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. 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.
- 7. Lift report.
- 8. Any proposed work 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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0800 298 5424



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 you negotiate on the points identified.

We have had to produce this report quicker than we normally do and have not been able to do the usual checking process.

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.

——— Marketing by: ———



## 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.** 

— Marketing by: ——



# **APPENDICES**

#### **Contents:**

- 1. Summary of Construction
- 2. Facilities
- 3. Article Pre School and Day Nursery Dampness and Condensation Problems
- 4. Limitations

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## SUMMARY OF CONSTRUCTION

We have not viewed the building as a whole. We have made our judgement based upon the part of the building that you are leasing and from our knowledge and expertise of this type of construction. From what we could see we have made the following comments and assumptions:

#### **External**

Main Roof: Not viewed, assumed flat

Roof Structure: Not viewed, assumed concrete or metal frame

Internal Gutters and Downpipes:

Soil and Vent Pipe: Internal

Concrete / metal structural frame (assumed) Structural Frame:

Rain cladding with open joints Walls:

Rain cladding consists of reconstituted stone or

fibre-base composite material

cladding defined

This is a double wall system where the inner wall is protected and hidden by an outside cladding. The cladding is relatively thick and can be open jointed or closed jointed. The protective layer around the building reduces the impact of rain and cold weather, etc on the property. also be used to add a layer of insulation

and warmth to the building.

**External Detailing:** 

Windows: Metal double glazed windows.

Shutter windows (internal shutter and vents to

outside).

Fixed windows.

Two glazed double entrance doors. Doors:

Single glazed door from corridor to courtyard area

two.

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#### xxxxxxxxxxxxxxxxxxxxxxxx Wandsworth xxxxxxxxxxxx

#### **Internal**

Ceilings: In situ concrete finish ceiling (assumed)

Perimeter Walls: Dry lining (assumed)

Internal Walls Concrete columns

Solid, typically block and plasterwork

(assumed)

Floors: Finished concrete floor

#### **Communal Areas**

Ceilings: Suspended ceiling system to communal area

Internal Walls Solid, typically block and plasterwork

(assumed)

Floors: Finished concrete floor

#### **Toilets**

Ceilings: Plasterboard or proprietary boarding to toilets

Perimeter Walls: Dry lining (assumed)

Internal Walls Painted and tiled

Floors: Tiled/laminate floor

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#### **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.

Space Heating/Cooling: Air conditioning/comfort cooling ductwork system

suspended from the ceiling

Air conditioning defined

This is a sophisticated system that controls heating and cooling of air and also relative humidity. It is often a generic term used even when lesser systems are used such as

comfort cooling.

Comfort cooling system

This is a system that deals with heating and cooling of air but generally does not involve

relative humidity.

Electrics: There was a locked double door which we believe is

a service area and we believe the electrics are in this

area.

Gas: There was a locked double door which we believe is

a service area and we believe the gas unit is in this

area.

Radiators in some rooms.

Drainage: Internal (assumed)

## **Surrounding Areas:**

Courtyard One – accessed from your rooms

Courtyard Two – accessed via the communal corridor

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.

——— Marketing by: ———





## **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.

#### Crèche/Nursery Facilities

- 1) Open Plan Right Room
- 2) Open Plan Left Room
- 3) Room One Left
- 4) Room Two Middle
- 5) Room Three Right

#### **Shared Areas**

- 1) Toilets for the Less Able/Disabled
- 2) Ladies Toilets
- 3) Gents Toilets
- 4) Link Corridor One
- 5) Link Corridor Two
- 6) Courtyard One (you have direct access)
- 7) Courtyard Two (accessed via communal corridor)

## **Boundaries**

There is a courtyard and we have assumed the boundaries are as marked by the fence and the adjoining buildings.

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

ACTION REQUIRED 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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# Pre-School and Day Nursery Dampness and Condensation Problems

#### **Independent Surveyors**

We are highly qualified independent surveyors and have carried out surveys on all types and eras of property from traditional Tudor residential properties to pre-schools and even churches! We can offer you advice on your property problems and can carry out a building survey on your prospective purchase; whether it is residential or for business. We can prepare a schedule of condition and property report in relation to your lease. We carry out dilaps reports for landlords or tenants. Please free phone us on 0800 298 5424 for a friendly chat.

A well established pre-school and day nursery has recently contacted us with regard to dampness in their property. Having seen the type of work that we have been carrying out and having had many builders have a go at sorting out the problem over the years, and having been sold various products that they are not happy with that didn't resolve the dampness problems they decided the only way forward before they get sued for allergies relating to mould growth,



etc, was to ask us to carry out an appraisal of the property, formerly known as a building survey, more correctly known as building pathology.

#### **Sources of Moisture**

Our initial research has been to look at the different sources of moisture in the property and the considerable amount of moisture being created by the children and teachers, not forgetting associated activities, such as drying of clothes, washing of children and cleaning throughout the property, with additional items such as rising damp (dampness coming through to ground level), lateral dampness (dampness coming through the walls and the roof) and cold bridging causing condensation (where sections of the property are



colder than other sections) and interstitial condensation (where condensation is causing problems within the structure).

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#### **Problem solving practical solutions**

We have had discussions with the owner of the pre-school and day nursery and we have had discussions with the manager of the pre-school and day nursery to understand how the business is managed. We also looked at what we would term as a timeline, which is an historic reflection on developments at the property; be this alterations and amendments in the physical form to the buildings such as new double glazing, damp proof courses and the use of de-humidifiers, to the education of the staff about condensation and asking them to open windows to air the property and the practicalities of this during the winter months when they obviously don't want the children to get cold.

#### Achievable and sustainable results

All building problems can always be solved by throwing a lot of money at them; it is the resolving of the problems, using the right solution that is the most difficult aspect.

In this case, for example, a full air conditioning system would resolve the problem but it would be:

- 1. very costly
- 2. require constant maintenance from specialists, and
- 3. be expensive to install in an older property, such as this, that has been amended from a large house.

Even in a purpose built structure it is hard to add such things as these.

## Avoiding being sued in a litigious society

We looked at the main concerns and the main factors driving our instruction to carry out work and the owner advised it was her concern that whilst they couldn't see any mould growth they certainly could see condensation and there may be a claim against them from one of the mothers/clients.

## The owner of the pre-school and day nursery couldn't see it but we could

We identified mould both between the suspended ceiling tiles and the original ceiling and also within the roof void.

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0800 298 5424



#### An eye to the future with solutions and common sense

We would also consider whether there are green solutions, such as solar voltaic panels, rainwater or grey water recycling. More commonly, the solution is the addition of insulation.



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# **LIMITATIONS**

## **CONDITIONS OF ENGAGEMENT**

The report has been prepared in accordance with our Conditions of Engagement dated xxxxxxxxxxxxx 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 and dry autumnal 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 had no view of the roof.
- 2) We had no view of the building as a whole, only viewed at first floor level.
- 3) We would be happy to return and view the whole building with a cherry picker if you so wish.
- 4) We have not had the benefit of opening up the ceilings / 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 had a brief from your solicitors with regard to the lease.
- 7) We have not had the benefit of meeting the landlord or the builders that carried out the work.

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8) We have been required to prepare the report quickly so have not included the usual checks.

#### **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**

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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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