

PROPERTY REPORT AND NEGOTIATION DOCUMENT

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FOR

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Prepared by:

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

INDEPENDENT CHARTERED SURVEYORS



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INTRODUCTION

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

xxxxxxxxxxxxxxxx
xxxxxxxxxxxx
xxxxxxxxxxxxxxxxxxxx
xxxxxx

We inspected the property on xxxxxxxxxxxxxxxx.

The Property Report gives you advice on what we consider are the key property issues. If you are aware of any other issues that you wish us to discuss, kindly draw these to our attention. We have made numerous pages of notes and usually we can comment on them and if not we are happy to return.

The Schedule of Condition 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 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 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.

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.

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Existing dilapidations liability

Usually the existing tenant would have a dilaps liability, but from what we understand the existing tenant is the owner and as such you will get the building as seen so it is very important that you have a Schedule of Condition appended to the lease.

Condition of the building

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

We have over the years found that our Schedules of Conditions are often queried and challenged by freeholders/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.

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 three storey property set within a block of five properties, the restaurant being situated on the left hand corner and adjacent property at ground floor and basement level.

The front of the restaurant sits almost directly onto the pavement (approximately 300mm strip of concrete to front). The left hand side is directly onto a pedestrianised paved and landscaped area (xxxxxxxxxxxxxx). To the rear and right side there is a small courtyard and alleyways, some of which this building has a right to.

We believe the property is from the Victorian/Edwardian era and has been much altered, extended and amended since this time.

This building is not recorded as listed on the BritishListedBuildings.co.uk website however errors can be made on websites and a direct search should be carried out.

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

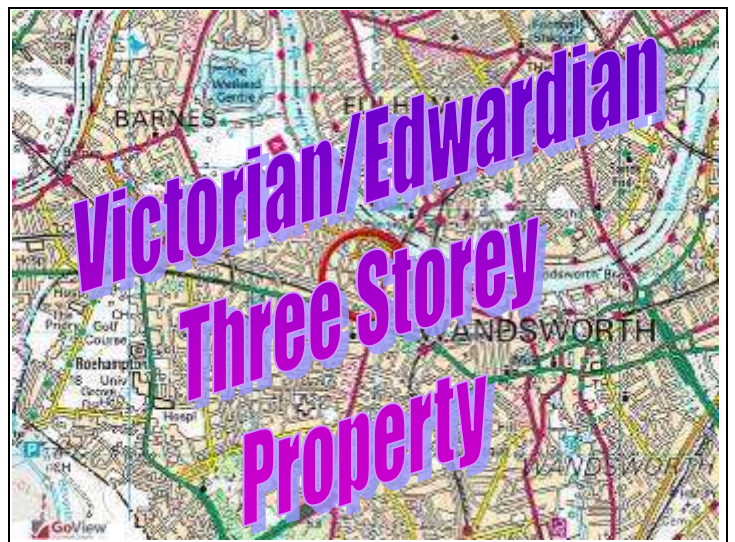
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Location Plans



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REPORT FORMAT

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

GENERAL/HISTORICAL INFORMATION

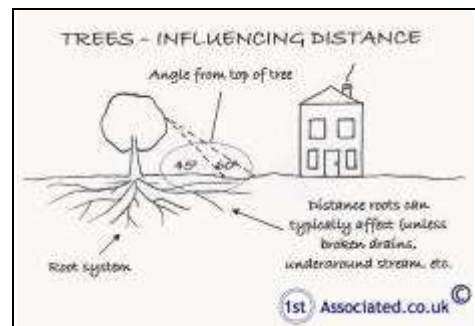
This has been given in the survey where it is considered it will aid understanding of the issues, or be of interest. This is shown in "italics" for clarity.

TECHNICAL TERMS DEFINED

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

A PICTURE IS WORTH A THOUSAND WORDS

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



Influencing distance of trees

ORIENTATION

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

ACTION REQUIRED AND RECOMMENDATIONS

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

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

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SUMMARY OF CONSTRUCTION

External

Main Roof Covering:	Not visible, assumed mansard roof
Roof Structure:	Not able to view/inspect
High level flat roofs:	
Rear two storey	Slate Mineral felt
Storey and a half	Flat roof with DIY roof covering
Low level flat roofs:	
Front of restaurant trading area roof:	Metal
Rear roof over toilet area	Asphalt
Outbuilding:	Corrugated metal roof to foodstore and bin store
Gutters and Downpipes:	Plastic
Soil and Vent Pipe:	Plastic
Flue:	Extract flue from kitchen rear right
Walls:	Flemish Bond brickwork wrongly repointed in cement mortar Render to rear right (assumed)
Fascias and Soffits:	Painted timber to rear
External Detailing:	
Upper Floors:	Single glazed traditional timber sliding sash window and plastic sliding sash windows
Restaurant:	Single glazed picture window
Entrance Door:	Glazed door to left corner

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Internal

Ceilings:	Plasterboard or proprietary (assumed)
Perimeter Walls:	Painted plaster Tiled
Internal Walls	Mixture of solid and studwork (assumed)
Floors: Basement:	Solid under foot, assumed concrete (assumed)
Ground Floor:	Joist and floorboards with tile and laminate floor finish (all assumed)

Services

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

Heating/Cooling: Ceiling mounted comfort cooling in the restaurant
There is a boiler located in the basement.

Electrics: The electrics are xxxxxxxxxxxxxx and are located in the basement front right store

Gas: The consumer unit was located in the basement front right store

Drainage: The manholes and drainage are located to the rear

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



Left gable end view



Rear left



Rear right



Rear right



Rear courtyard



Rear alleyway

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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 xxx 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

From what we understand you have been running a restaurant for quite a while and therefore you will be able to assess the building as it is and decide upon the true potential and its value to you.

It may also be prudent to take independent advice on the market value and identify what the typical user would pay bearing in mind the comments we have made within this report.

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

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purchase. For the purpose of this report we have assumed this is a standard full repairing and insuring Lease.

The Property

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

Schedule of Condition recommended

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

Only one opportunity to negotiate

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

The Summary

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

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Plus Points

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

To summarise these into plus points:

- 1.0) This is an established and trading business, although it may not be to your standards and style, there can be benefits of having a business that has a known trade.
- 2.0) This is a new lease and as such you should be able to negotiate anything and everything on the lease.

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

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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 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, known as yielding up or giving the property back. Repairs and redecoration have clearly not taken place recently and we believe that these have not taken place regularly during the course of the Lease and are typical clauses in a Full Repairing and Insuring Lease.

We have detailed items within the Schedule of Condition which we do not believe are to the standard set within the 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 ownership.

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

In this case we would be looking for a reduction in the Lease value and Lease rent and as mentioned we would not consider taking on the Lease without a Schedule of Condition legally appended to the Lease.

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2.0) Changing from owner occupied to a leasehold agreement

From what we understand this is changing from an owner occupied property to a leasehold property and as such there will be many things that the owner feels is acceptable which a leaseholder cannot accept.

You need to negotiate hard with regard to these requirements. Equally you have to balance this against the business opportunity. From our experience where an owner/occupier then leases a property often paperwork gets missed. This is very much in the form of certificates for proof that things are working to a good standard, for example the electricity. Below we have produced a list of certificates required on a typical Full Repairing and Insuring lease:

ACTION REQUIRED: Test certificates to typically be provided on a Full Repairing and Insuring lease by the outgoing tenant/in this case the landlord.

Your legal advisor to check and confirm if there are any other test certificate requirements.

- 1) Asbestos - Up to date asbestos report with samples.
- 2) Drainage – closed circuit TV camera report.
- 3) 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.
- 4) Environmental Health certificates and latest reports - we recommend you meet with the Environmental Health Officer before you legally commit to purchase.
- 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). Boiler needs to be vented to outside air.
- 7) Flue – service history including cleaning records and replacement of filters.
- 8) Lighting - The lighting needs to be checked to ensure it is suitable for the purposes for which you wish to use it.

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

3.0) **Structural movement and cracking**

The property has a movement problem. The movement looks to be have been repaired several times and reappeared and repaired again. Cracks can predominantly be seen to the left hand side of the property brickwork. The brickwork has vertical cracks. The painted render to the rear of the property has horizontal and diagonal cracks.

Left elevation - cracking to brickwork

There is vertical cracking both through the brickworks and the joints and there are also signs of historic cracking which has been stitched together.



Vertical cracking through brick and brick joints



Cracks through bricks



Stitching in of bricks, old repairs

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Rear elevation - cracking to render

The rear of the property has a brickwork and render area. To the render we can see cracking. Our view of the brickwork was limited. The photographs are a sample of the cracking.



Diagonal and horizontal cracking



Cracking



Crack to outbuilding area

ACTION REQUIRED: You need to ensure that anything relating to movement is excluded from your lease.

Ideally we would recommend the existing owners take out an insurance claim, advising that the cracking has been noted by a structural surveyor (this should cost them nothing other than time to write the letter). This usually means that the insurance company will carry out a monitoring exercise (the Building Research Establishment recommends monitoring any cracks for a minimum of one year) to establish if there is any progressive movement. Your future liability will be limited to the cost of the excess on the insurance policy.



Movement in surrounding buildings also noted (not this property). Structure tied in place

We would negotiate that the excess should be paid by the landlord. Your solicitor needs to ensure this is a legally watertight process and ensure your liability is limited to paying the excess on the insurance only.

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4.0) **Shared liability and responsibility**

You need to investigate what shared liabilities you have. Normally on a full repairing and insuring lease you will have shared responsibility for many items such as the roofs, the walls, the windows, the floors and the drains. As the upper areas do have what we would term as standard problems for the age, type and style of property, if you do have a shared liability we can advise you further on this, please contact us immediately before you legally commit to purchase the lease.

ACTION REQUIRED: Your legal Advisor needs to check and confirm exactly what you do and don't have liability for.

5.0) **Roofs**

All roofs typically are a shared responsibility which includes the main roofs and the roofs to the front and rear of the property.

Front roofs

To the front of the property there are two metal flat roofs. There looks to be some leaks particularly to the right hand side. Unfortunately the leaks can affect the trade below so whilst they may be a shared responsibility, it is important for your trade and you may ultimately end up repairing it yourself if agreement is not made.



Front roofs

ACTION REQUIRED: Negotiate with the landlord with regard to repairs to the front roof. We would recommend that you insist that any leaks that affect the trade area can be repaired by you if they are not repaired by the landlord within 24 hours (or time to suit yourself).

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Rear roofs

There are two rear roofs at two storey level which we have not been able to view properly. There is a roof at a storey and a half level which has a DIY plastic roof covering which is very poor. There is a single storey roof that has an asphalt covering which is also in poor condition and dampness can be seen getting into the property via this roof.



Dampness can be seen to be getting in through the low level flat roof and flashings have deteriorated

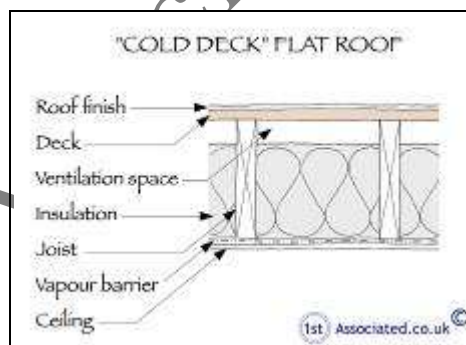
ACTION REQUIRED: Replace the DIY plastic roof, add a flashing and leave watertight and also replace the fascia and soffit boards.

We would expect the low level flat roof to need re-roofing with a lead flashing all the way around it. We would also make good the semi-circular holes to the rear of this roof.

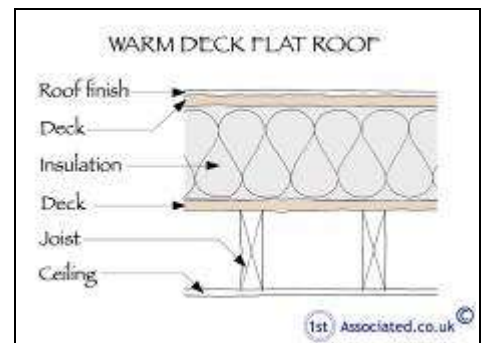


DIY repair to flat roof

ANTICIPATED COST: £3,000 - £7,000 (three thousand to seven thousand pounds) depending upon whether the roofs are re-roofed as cold roofs or what we would recommend as warm roofs; please obtain quotations.



Cold roof



Warm roof

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6.0) Dampness

Dampness to basement

Dampness can visibly be seen in the store and preparation areas of the basement. We believe it is also in the kitchen, the only reason it cannot be seen is due to the metal wall cladding.



Render coming off wall



Render coming away due to dampness in front right store

ACTION REQUIRED: It is very difficult to know what to do with dampness particularly where it is coming into a food environment within a basement.

Basements should be considered as damp areas. Dampness in London is getting worse we believe:

- 1) Due to the way our weather has changed with us having more intense rainfall (although from what we understand it is about the same amount) which can lead to flooding in basements.
- 2) The property will have a high water table level as you are relatively close to the Thames.

Options available to help keep basements dry

There are various options available to help keep the basement drier. Some are permanent solutions and some are long term solutions. We would however recommend you speak to the landlord about them carrying out the work or contributing to the cost.

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- 1) Line the inside with a waterproof membrane which tends to be the most expensive but lasts the longest
- 2) Add false walls in the property which has already been used in this instance. The best version of false walls that we have seen in a basement is where there is a drain system behind the false walls.
- 3) The cheapest version which is where you literally just tile over the problem or cover it up and accept that the dampness will come through and then redecorate again and again.

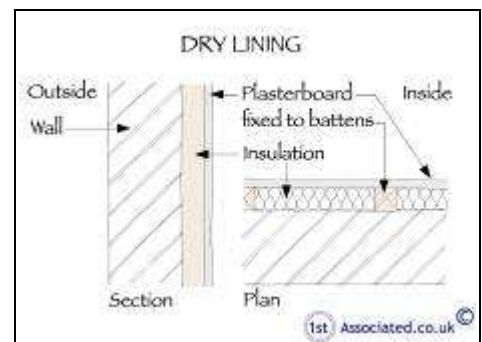
Exclude any liability for the dampness from your lease.

ANTICIPATED COST: Likely to be in the region of a few thousand pounds for redecoration to £10,000 - £20,000 (ten thousand to twenty thousand pounds) for a waterproof membrane bearing in mind you would have to completely strip the basement area; please obtain quotations.

Dampness on Ground Floor

We could also see dampness on the ground floor particularly to the rear of the property to the toilet areas and corridor areas, however we do think it is to the main property as well but it has been hidden by false walls/dry lining.

Some of the dampness to the rear looks to have been present for a long time with rot to the timber frame of the door in the ladies toilets and tiles coming off, etc. We were obtaining Gann electronic damp meter readings much higher than we were expecting.



False wall/dry lining

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Tiles off wall near stairs



Dampness to base of tiles in ladies toilets



Rot in door frame in ladies toilets

Unfortunately it is very difficult to resolve fully without major work. We believe there is likely to be dampness in the actual restaurant area as well but false walls/dry lining has been added. Unfortunately there is a lack of space in the toilet areas to the rear which is why we believe false walling has probably not been used.

ACTION REQUIRED: Advise the landlord of the problems with dampness and exclude from the lease. Unfortunately when you re-tile it will mean that the tiles will have a limited life on the wall before you have to re-tile.

7.0) Environmental health

We believe the property does not meet environmental health standards. There is a considerable number of mice and rat traps in the kitchen. We do not believe the damp conditions make it inappropriate to be storing the food in some areas as dampness is considerable.



Rat trap



Mice trap

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We would comment the tiled floors are marked and damaged; a safety floor is preferred and often recommended. Another example we would give of unacceptable practices is the storage of rubbish to the rear of the property adjacent to food storage.



Bags of rubbish to the rear



Tiled floors marked and damaged.

Holes in walls and damaged walls

We would draw to your attention there are more holes in the walls and damaged walls than we normally come across. From damaged walls this is everything from the dampness that we can see throughout the property, particularly to the ground floor toilet areas and the basement area, to the holes in the wall in the store under the stairs and also on the corridor to general holes (old fixing points and marks) to the tiles. We feel you would probably be better off re-tiling but we also feel/fear that once the tiles come off you will expose other problems including dampness.



Hole in wall to link corridor



Newspaper covering up hole under stairs

ACTION REQUIRED: Have a cup of tea meeting with the environmental health officer before you commit to purchase the lease to establish exactly what the problems are and your legal advisor needs to obtain certificates of the previous two years environmental health visits.

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8.0) Fire regulations

We do not believe the property meets current fire regulations. We could see from a signage point of view that the alternative exit to the rear of the property is not suitably signed and we believe there should be an illuminated sign over the fire exit door and there should also be other illuminated signs guiding you to the exit. We could also see for example that there are a minimal number of fire extinguishers, for example the one near the rear door did not have the appropriate signage advising what it was used for.



Fire exit door – we believe requires illuminated sign

Extract flue – when was it last cleaned

We personally have been involved in a fire that went up through a flue to an upper residential accommodation area.

We would also comment that the boiler needs to be vented to outside air.



When was flue last cleaned?

ACTION REQUIRED: Ask to see the fire certificates and have an informal meeting with a fire safety company or the fire brigade.



Boiler in front right store should be vented to outside air

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SERVICES

9.0) Electrics

We noted old wiring and old electric points. There looks to be a fair amount of redundant wiring and redundant conduit in the property for example the small toilet has conduit on the floor which is something we rarely come across.

ACTION REQUIRED: We recommend an Institution of Engineering and Technology (IET) test and report to be carried out by an NICEIC registered and approved electrical contractor or equivalent.

ANTICIPATED COST: £1,000 - £4,000 (one thousand to four thousand pounds); please obtain quotations.

10.0) Large air cleaners and coolers

There looks to be two older style air cleaner and coolers situated in the restaurant which should be upgraded.

ACTION REQUIRED: Consider replacing with smaller units.

ANTICIPATED COST: You can rent these. To buy we would anticipate costs in the region of £600 - £2,000 (six hundred pounds to two thousand pounds) depending upon quality.

11.0) Lighting

From a functional point of view the lighting within the back of house areas we feel is poor. There are lights missing completely and there are also lights without protective covers. Some lights are simply getting in the way due to the low head height from what we could see.



Damaged light

Trading area

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The lights in the trading area, we believe, could be much improved and help present and make a nicer appearance to the business.

ACTION REQUIRED: General upgrading of the lights:

- 1) To the trading area to present it better
- 2) Back of house kitchen areas to make it a better environment to work in.

ANTICIPATED COST: A few hundred pounds; please obtain quotations.

12.0) Utility bills and energy efficiency

You asked about the likely cost of utility bills. We cannot offer you an estimate but we can say that you are effectively insulated by the properties above with regard to warmth and that you have a kitchen directly below the restaurant area that equally should warm it up.

13.0) Grease traps

Where there is a high food trade, there is often a high amount of grease and we recommend grease traps are installed. We haven't found any during the course of this survey so you may from time to time get blockages with grease.

ACTION REQUIRED: Ideally install grease traps.

14.0) Rainwater drainage and foul water drainage

We have not tested the drains. We assume as the business is operating they are functioning reasonably well.

ACTION REQUIRED: Ideally have a closed circuit TV camera report of the drains before legally committing to purchase the lease, for a record of the condition of the drains before you take over the lease as drainage problems can be expensive.

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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 have found more than the average number of things that we would classify as bad. There is no one specific thing that we would put in the High Priority Section, however when putting all the items in the Medium Priority Section together we do feel this makes this a high risk purchase. This is all subject of course to the owner excluding you from any liability in relation to:

- 1) Movement on the property.
- 2) Dampness.

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Services

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

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

Certificates required to be obtained from landlord/outgoing lessee

We have already mentioned the certificates, but we do feel it is worth reiterating as the paperwork does tend to be forgotten when a landlord changes a property to leasehold. Test certificates to be provided on:-

- 1) Asbestos - Up to date asbestos report with samples.
- 2) Drainage – closed circuit TV camera report.
- 3) 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.
- 4) Environmental Health certificates and latest reports - we recommend you meet with the Environmental Health Officer before you legally commit to purchase.
- 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). Boiler needs to be vented to outside air.
- 7) Flue – service history including cleaning records and replacement of filters.
- 8) Lighting - The lighting needs to be checked to ensure it is suitable for the purposes for which you wish to use it.
- 9) Man-safe system - Ensure there is a full man safe system for maintenance access and that this has been tested.

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- 10) Security System test
- 11) Any proposed planned maintenance that the landlord will be carrying out before the Full Repairing and Insuring lease takes place on the basis of the property condition and Schedule of Condition.

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:

There are many things to consider here and the list of items is above a typical number we find on this age, type and style of property. Some would consider this a high risk lease purchase.

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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AERIAL VIEW – 360 PHOTOS

Where permission has been obtained from the owners we have carried out aerial photographs using an aerial drone, stationary drone or a mono-pod pole where the environment (for example no cars parked near to the property) and weather (warm windless day) are suitable.



Drone



Front view
Aerial view -360 photo



Rear view
Aerial view -360 photo



Front view
Aerial view -360 photo



Rear view
Aerial view -360 photo



Front view
Aerial view -360 photo



View along the street
Aerial view -360 photo

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Thoughts and ideas

1) Removal of columns

We discussed the possibility of removing the columns. The columns are positioned where the walls would have been that supported the entire building above. Generally you now require them to be 450mm large in each direction they give support which is about the size they are. In buildings you can of course do almost anything, it is just that the cost goes up drastically. Please note there is also a nearby column that has got some movement in it.



Column hiding behind plant

2) Design – exterior and interior design alterations

When you alter a property it can fall under a number of different local authority approvals, for example we discussed putting in new folding doors which may well require planning permission and building regulations approval.

Planning Permission Defined

This relates to the aesthetics of how a building looks and how it fits in with the environment.

Building Regulations Defined

This looks at the way the building is built ensuring that good practice occurs, setting out a minimum standard of building and also Health and Safety.

2.1) Interior alterations

You mentioned your target of opening before Christmas. We do feel that this is a relatively short timescale and you do need to speak to designers as soon as possible.

3) Redecoration equals marketing

On a very basic level redecorating a property externally does show that something new is happening to everyone that walks by and there was a considerable amount of foot traffic on the day of our inspection. You do not need planning permission for redecoration as you do for signage and external alterations for example adding doors, etc.

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ACTION REQUIRED: Redecorate as soon as possible.

ANTICIPATED COST: You can spend as much or as little as you want on decoration; please obtain quotations.

4) Websites

We feel a good website is a fundamental requirement of any business.

ACTION REQUIRED: Start working on the website as soon as you have legally committed to purchase the lease.

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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

xxxxxxxxxxxxxxxxxxxxxxxx
xxxxxxxxxxxxxxxxxxxxxxxx
xxxxxxxxxxxxxxxxxxxxxxxx
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xxxxxxxxxxxxxxxxxxxxxxxx
xxxxxxxxxxxxxxxxxxxxxxxx
xxxxxxxxxxxxxxxxxxxx

This Report is dated: xxxxxxxxxxxxxxxx

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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

Front of House Area

- 1.0) Restaurant and waiting area front
- 2.0) Ladies toilets left
- 3.0) Gents toilets right
- 4.0) Disabled toilets right
- 5.0) Access corridor

Basement

Back of House Area

- 6.0) Catering kitchen front left
- 7.0) Store front right
- 8.0) Locked door rear right
- 9.0) Store under stairs middle rear
- 10.0) Walk in fridge area rear left
- 11.0) Access corridor central
- 12.0) Stairs left

Boundaries

- 1.0) Front: Almost directly onto pavement with exception of 300mm of concrete
- 2.0) Left: Pavement
- 3.0) Right: Adjacent building
- 4.0) Rear: Courtyard

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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LIMITATIONS

CONDITIONS OF ENGAGEMENT

The report has been prepared in accordance with our Conditions of Engagement dated xxxxxxxxxxx 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.

WEATHER

It was a warm and dry autumn day at the time of the inspection.

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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.

INSPECTION LIMITED

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

- 1) The fixtures and fittings limited our view internally.
- 2) We have not had the benefit of opening up the walls, as we do not feel we can do this without damaging the property.
- 3) 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.
- 4) We have not turned any services on or tested the services.
- 5) We have not had the benefit of meeting the landlord or the previous tenant.
- 6) We have not had a brief from your solicitors with regard to the lease.

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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