

Building Survey Report (Pre-Acquisition)

Hinton Hall

Hinton

Whitchurch

Shropshire

SY13 4HB

Prepared for

Lee Cox, Springcare Limited

October 2016



Building Survey Report (Pre-Acquisition) Hinton Hall, Hinton, Whitchurch SY13 4HB

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PART A: EXECUTIVE SUMMARY

1 Introduction

Following receipt of instructions from Lee Cox of Springcare Limited we have undertaken an inspection of Hinton Hall, Hinton, Whitchurch, Shropshire SY13 4HB in order to advise you upon its general condition and overall state of repair. We understand that you propose acquiring the freehold interest in the property.

Our inspection was carried out on Tuesday 11th and Wednesday 12th October 2016. The weather conditions during our inspection were dry, sunny and overcast with light rain showers respectfully.

At the time of our inspection the property was virtually vacant but the current owner explained that a couple of tenants are temporarily living at the premises. This was evidenced during our inspections. The majority of the property is indeed inhabitable and is subject to renovation. Consequently, parts of the structure were concealed and not fully inspected. The occupier's furniture, fixtures and fittings are specifically excluded from our report.

We have not arranged on your behalf for a specialist report upon the building services as the current installation is very sparse. We have arranged for a separate timber and damp report to be undertaken by Arctic Preservation and a copy of this report is included in the appendices.

An inspection of the roof space was undertaken in the East Wing but there is no formal access to the roof space of the main building although we did observe the roof structure from large holes in the ceiling where the lath and plaster has collapsed. We were also able to make physical access onto part of the roof via a dormer window (no casement light) into a valley gutter but the majority of our inspections were undertaken from ground level with the aid of binoculars.

For the purposes of this report, the front elevation is assumed to face approximately South and we have prepared our report around this orientation. Where the terms right or left are used, they assume that the reader is facing the element being described.

Your solicitors should make full enquiries in respect of any easements, way leaves or rights of access that may exist in respect of the property in general and that the requirements of the Building Regulations, fire precautions and planning permissions have been observed by the current freeholder.

In accordance with our normal practice, we are required by our insurers to notify you that our report is subject to our terms and conditions of business and engagement as set out in Appendix 2 and as previously confirmed.

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Information Provided

At the time of carrying out our inspection, we had been provided with a copy of the sales particulars as prepared by Savills only. On the day of our inspection we did discuss the history of Hinton Hall with the current owner, Mr Richard Lewis, and he provided some useful information, part of which is detailed below but we have not undertaken any independent research by way of verification:

- Hinton Hall was built in 1856 and this date is shown on all of the rain water hoppers. Mr Lewis advises that he had lived at the hall for 58 years.
- The hall was built by Robert Peel Etherstone and his initials are incorporated in the stone balustrading to the bay window on the South elevation.
- The land extends to approximately 103 acres but we have not made any checks to verify this or walked all of the boundaries. Mr Lewis advises that the boundaries are stock proof and secure.
- The commercial repair bay (shed) is included in the sale but if you have no use for this then Mr Lewis would like to dismantle it and take it off site (superstructure only presumably).
- The field between the hall and the A41 was formerly known as the 'cricket pitch' where the pavilions have long gone.
- There is another field at the rear of the woods to the North of the hall which is used as a grass track where North Shropshire Grass Track holds around 7 meetings per year. We are unsure if you will allow this to continue or if this arrangement is governed by lease or statute.
- Mr Lewis also advises that a clay meeting shoot takes place every month near the woods to the Southern part of the site.
- Mr Lewis further advises that during the Second World War, the hall was taken over and used as a Czechoslovakian camp for children. The children caused some damage during their occupancy including the leaded lights to the windows and pushing over of the original stone balustrading to the main entrance steps.
- Hinton Hall is believed to be Grade II Listed and thus any restoration and or redevelopment plans will need to be carefully designed where it is important to gain the support of the Conservation Officer at Shropshire Council from the outset. Mr Lewis advises that the hall was listed in the 1980's virtually overnight with no prior consultation.
- Evidently, the hall is very large and in need of significant renovation particularly to the building envelope including the roof structure and coverings. Mr Lewis further advises that the turret at the top of the main staircase previously incorporated glazing, but this fell out and was replaced with solid material by his father in 1910. It would be magnificent to reintroduce glazing in this location, subject to taste.
- The Lodge has not been occupied for over 20 years according to Mr Lewis and has suffered severe internal damage due to a significant water leak.

2 Brief Description of the Property

Hinton Hall comprises a large country residence which was built by a wealthy landowner. We understand that 103 acres of land are included in the sale but originally it is anticipated that the land associated with the hall may have extended well beyond this. Indeed when we inspected the property, Satnav directed us to the nearby Hinton Manor and Hinton Villa which potentially would have previously formed part of Hinton Hall.

When one views the property from the driveway, potentially it can be concluded that the East Wing (projection leading towards the Dutch barn) is a later addition but having made a detailed inspection and indeed viewed some historic photographs within the hall, we would anticipate that the whole structure, as it stands today, was built at the same time. The hall is quite formidable not least to the number of storeys; the steep pitch associated with the roofs together with the substantial sandstone window frames and is testament to the skills of the tradesman of the day. The floor plans, taken from Savills sales particulars, are shown below.



The structure has been substantially built with external brickwork walls incorporating sandstone detailing which are in the region of 650mm thick, a significant roof structure incorporating a number of parapet details, gables and valley gutters together with substantial stone window and door frames and a series of very tall chimney stacks. Under normal circumstances with adequate routine maintenance the structure would have been more than capable of standing the test of time, but evidently it has not been properly maintained, certainly over the last 50 years.

In this respect, although the brickwork to the hall is in reasonable condition, the roof structure has been allowed to deteriorate and this is now in serious disrepair. As discussed in a later section of this report, the roof does not incorporate a secondary measure of preventing moisture ingress or leakage such as an underfelt, where reliance is made upon the original torching material. Due to constant exposure to high winds and rain, this has caused the tiles and flashings to become dislodged and thus severe water damage has occurred over a long period of time.

The effects of which are clearly evidenced within this report and the cost of putting the hall back into repair and undertaking sympathetic renovation are exacerbated extraordinarily. Obviously, funds have not been available to carry out repairs and improvements over the years and consequently the hall has fallen into serious disrepair.

3 Tenure and Documentation

We are not in receipt of any legal documentation and thus are unable to comment on the legality of the current arrangements for the grass track meetings, clay shooting, dog walking across the land (evidenced during our inspection) and the tenure for the commercial building.

4 Summary of Principal Considerations

4.1 Building Matters

Hinton Hall is in need of significant renovation to make it habitable either as a family home or potential sub-division into individual apartments, subject to planning. We would concur with your aspirations to carry out same including rebuilding the out-buildings or barns and to develop a care home within the grounds of the former walled garden (walled garden currently decimated).

4.2 Building Services

We understand why you did not instruct a mechanical and electrical inspection, because these are very sparse and complete new installations are required. You may want to consider innovative ways of generating electricity and energy efficient installations. To this end, as land is plentiful, it would be prudent to determine the feasibility of creating a solar farm within the grounds.

You may also want to consider new mains water supplies, electricity supplies and a suitable private drainage system. The whereabouts of the existing septic tank is unknown but is suspected of having a limited life expectancy particularly as occupancy levels increase.

4.3 Dilapidations Issues

There is no commercial dilapidation issues associated with the purchase unless of course you decide to rent out the commercial building and create a new lease. A prospective tenant may want to append a Schedule of Condition to the lease by way of limiting his liability upon lease expiry. The same applies to the Lodge, if you intend to let this commercially or domestically.

4.4 Legal Matters

Your solicitors should verify any legal requirements particularly in relation to those matters identified under section 3. In addition, we are advised by Mr Lewis that spring water is fed from a borehole on the other side of the A41 which is outside of the ownership and electricity is supplied overhead from a series of telegraph poles running across the countryside.

4.5 Asset Management Issues

We did discover the presence of asbestos containing materials, mostly roof sheets / tiles but would bring to your attention that a Refurbishment / Demolition Asbestos Survey Report is required prior to arranging any renovation works. This is to comply with the Control of Asbestos Regulations 2012 where BNP PRE would be delighted to quote for this service.

It goes without saying that the roof will require temporary repair / protection to prevent further deterioration whilst detailed plans, specifications, designs and statutory approvals are prepared / granted for renovation and development.

4.6 Environmental Issues

We have not carried out an environmental assessment of Hinton Hall or undertaken an EPC assessment although the latter will undoubtedly have been unclassified. We would bring to your attention that there will be environmental issues to comply with when Hinton Hall and the associated commercial building are vacated by the current owners, notwithstanding the vast amount of abandoned commercial vehicles around the hall. This responsibility should be firmly laid upon the vendor as part of the purchase negotiations.

4.7 Fire Insurance Assessment

We have not undertaken a Reinstatement Cost Assessment of Hinton Hall but would be delighted to quote for this service as it is important to insure accurately.

4.8 Open Market Valuation

Please refer to a separate report for the open market valuation report.

4.9 Future Development

We understand from our brief communications that you intend to renovate Hinton Hall, rebuild the out-buildings/barns and to develop a new care home within the grounds of the former walled garden. These proposals would seem feasible and exciting but nonetheless will be challenging and thus will require careful planning with a wide range of third parties. BNP PRE would be delighted to quote for professional services associated with the development including full design and project management. In the meantime we would advise that such development will require the following specialist services:

- Full measured survey including topography to include plans, elevations and sections.
- Ground investigation reports including Coal Mining and Environmental Assessment.
- Archaeological report for Conservation purposes.
- Ecology report (planning purposes).
- Flood Risk Assessment (planning purposes).
- Traffic and Noise Assessment (planning purposes).
- Tree Survey (asset management purposes and or planning).
- Full structural design.
- Full building services (mechanical and electrical design).
- Full architectural design ideally including 3D visualization and Building Information Modelling (BIM).
- Potential BREEAM design for energy efficiency including a Thermal Image report.
- Project Management including pre and post contract cost control.

5 Conclusions and Recommendations

Hinton Hall is in need of significant renovation in order to make it habitable where for the purposes of this report, particularly in terms of early cost advice, we assume that you will occupy all of available space including the majority of the cellar and that the renovation works will be undertaken to a relatively high standard.

The external renovation works include the building envelope to make it wind and waterproof in a sympathetic way whilst being respectful to the materials and building techniques previously adopted. These works include the following:

- Strip and recover the roofs and re-use the existing tiles as far as practicable together with lead flashings including relining the parapet gutters and valley details with GRP or similar together with improving the thermal insulation to the building fabric.
- Carefully cut out and replace the roof timbers suffering from dry and wet rot with new treated timbers together with architectural / structural bracing where exposed.
- Remove, re-bed and repoint the coping stones and carry out repairs to the stone detailing associated with the door and window frames and balustrading to the bays.
- Replace the flat roof structures to the bay windows with new decking, insulation and GRP coverings.
- Replace all of the rainwater goods with new cast iron components but repair and reinstate the hopper heads (date stamped 1856).
- Replace the spalled/perished brickwork to the parapet walls and other isolated locations including partially rebuilding the affected chimney stacks.
- Demolish the garage adjacent to the staircase of the East Wing and make good with materials to match existing.
- Overhaul the external joinery and renovate the glazing together with replacing the leaded lights that have been removed over the years.
- Removal and replacement of the defective render/plaster internally and replacement of the defective lath and plaster ceilings.
- Renovation of the interior joinery throughout including the defective floors and ceilings where appropriate.
- Introduction of a suitable damp proof course and or damp proof membrane together with improving thermal insulation to the building fabric as far as practicable.
- Replacing the fitted bathrooms, cloakrooms, kitchens with suitable contemporary fittings including a complete new above ground drainage system.
- Installation of a new private foul drainage system with a Biodisc or similar installation incorporating an outfall to an existing watercourse and soakaways for the surface water drainage system (rain water harvesting excluded at this stage).
- New heating, plumbing and electrical installations including a building management system (BMS) for efficient control where potentially the servant call system will be retained.

- To overhaul the fire places, sweep the flues, bed and repoint the pots, introduce bird guards and provide flue liners throughout.
- Remove the Dutch barn and the timber framed /asbestos clad sheds between the out-buildings and hall.
- Carry out repairs to the retaining / garden walls and improve the driveways associated with the hall.
- Completely rebuild / renovate the out buildings and put back into shell condition for utilitarian use (conversion for other usage excluded).
- Renovate the Lodge to put back into habitable use for re-occupancy including landscaping the gardens.

In Part B of this report, we have exercised an element of conciseness and thus under each item we have listed the main areas of concern rather than explain our findings in long paragraphs. However, we make no apology for the amount of photographs included in the appendices of this report as this obviously helps to identify our findings and to give clear advice.

Having undertaken a detailed inspection of Hinton Hall our initial early cost advice in terms of a restoration programme for the hall to put in back into habitable condition including all of the conservation parameters and rebuilding of the barns and Lodge (wind and weatherproof) amounts to £2.6m plus vat and statutory and professional fees.

PART B: DETAILED REPORT

6 Roofs

As previously reported, following our internal and external inspections of the main roof over Hinton Hall, this is our main cause of concern as evidently it has been allowed to fall into a state of disrepair over a good many years and this has not only affected the roof coverings and associated features, but the roof structure, which of course is load bearing.

The roofs associated with the main building and the East Wing (so named by Mr Lewis) are of traditional double pitched construction and are generally finished plain clay tiles. You will also appreciate that there are smaller pitched roofs in various locations namely over the staircase to the East Wing, which is finished with natural slates and the small flat roofs are provided over the bay windows.

The roof planes are generally even and do not show any signs of structural movement or distortion but the roof timbers are suffering from wet and dry rot due to roof leakage and this is mostly concentrated around the parapet walls, valleys and gables where the gutters and flashing details have deteriorated and moisture ingress has been occurring for a good many years.

We would identify the main defects associated with the roof structure and coverings as follows:

- The copings stones to the parapet walls and gable arrangements are heavily weathered which is characteristic for a period property such as this but due to their age are now generally in need of re-bedding and repointing. This is illustrated on photo's 1, 2 and 3.
- The back gutters associated with the parapet walls and indeed the valley gutters between the 3 substantial roof pitches over the main building have broken down where the decking and waterproofing has deteriorated beyond repair. These now require stripping and rebuilding where we would advocate the introduction of WBP plywood, thermal insulation under and a liquid applied GRP finish to provide a 25 year warranty. This is illustrated on photo's 4 and 5.
- Not surprisingly, traditional mortar fillets provide weatherproofing to the roof against abutments, chimney stacks and awkward detailing. These have failed over the years and significant water penetration has taken place in these vulnerable locations as illustrated on photo's 6, 7, 8 and 9.
- The plain clay tiles are traditionally held in place with tile battens, nails and a torching material comprising mortar with horse hair for reinforcement. The torching is now either missing or very soft and thus not having the desired effect. Consequently the tiles have blown off, become damaged, slipped and crudely repaired over the years. Similarly, the ridge tiles, which are not all, deemed to be originally, have been subject to mortar erosion and all of this contributes significantly to moisture ingress. This is illustrated on photo's 10, 11 and 12.
- Another contributing factor to the demise of the roof coverings and structure is the lack of routine maintenance where the valley gutters are full of vegetation growth and this has the effect of collecting water and facilitating penetration as illustrated on photo's 13, 14 and 15.
- On the North elevation of the East Wing, a parapet wall detail is not provided, which is not unusual as the front of period buildings tend to incorporate superior detailing compared to the rear. To this end the open eaves arrangement has deteriorated over

the years where the exposed timbers are suffering from the effects of wet rot as illustrated on photo's 16 and 17.

- All of the above factors have contributed to failure of the roof coverings and partial structure where we would estimate that about 30% of the roof timbers will require replacement. This is evidenced from our inspections of the upper floors not least where we could gain access into the roof space at the junction with the main building and East Wing. The timbers have deteriorated near eaves level where the rafter feet and ceiling joists have rotted away and do not actually take support from the walls any longer. Experienced tradesmen, conversant with large-scale conservation projects will need to be employed to remedy these defects satisfactorily under the guidance of a chartered building surveyor and or structural engineer. The following photographs are not exhaustive but clearly show where moisture ingress has had a profound effect to the roof structure and subsequent floors below. Photo's 18, 19, 20, 21, 22, 23, 24 and 25.
- At this juncture we would advise that Hinton Hall incorporates an abundance of substantial chimney stacks some of which are very ornamental which is a testament to the skills of the bricklayers at the time. Due to extreme exposure the chimney stacks are suffering from various degrees of decay and either need partly rebuilding or significant repair. The stack on the West elevation is of particular prominence due to the clay tiles incorporated in a herringbone pattern. A stack on the South elevation has in fact been taken down and rebuilt previously but does not replicate the ornamental stack of the other side of the bay window to the same elevation. A couple of stacks have been taken down to roof level and capped but the following photographs clearly show the severity of the essential repairs required. Photo's 26, 27, 28, 29, 30 and 31.
- Finally, the cast iron rain water goods associated with Hinton Hall are also in disrepair due to their age and these require totally replacing with new cast iron components where the existing hopper heads should be repaired and reused. Disappointingly, a number of plastic rainwater pipes, soil and vent pipes and waste pipes have been introduced over the years particularly on the North elevation, and these should be replaced for cast iron to maintain the character of the period. Refer to photo's 32, 33 and 34.

Based on the above findings we would advocate that the roofs are carefully stripped and recovered, the roof structure repaired in sections, a breathable underfelt is introduced together with thermal insulation under, new treated tile battens introduced and the roof is recovered utilising the existing plain clay tiles as far as practicable (allowing for breakages).

7 Main Walls and Structure

The foundations of the building were entirely concealed and could not be inspected and we are not in receipt of any information provided by a third party in respect of their design. We are pleased to report however that we did not discover any significant signs of structural movement associated with failure of the foundations or below ground drains.

You will appreciate that Hinton Hall is of enormous proportion and incorporates a vast amount of brickwork which is obviously of imperial size and hand made. We were fascinated to discover that the bricks are not of a standard size, even for the day, as normally the bricks would be expected to be somewhere around 75 to 80mm in thickness (modern bricks are 65mm thick by way of comparison). The bricks at Hinton Hall are only 55mm thick which is a distinctive variation from what one might expect.

The size however has not had any effect to the structural integrity of the external walls where these measure somewhere in the region of 650mm thick on average, which is very substantial. You will appreciate that walls of this thickness are made up of a number of skins and are tied together with header bricks spanning the in opposite direction to the main bricks. This is commonly known as Flemish bond and is quite apparent. It is not uncommon for the voids in thick walls to be filled with rubble and or sand, hence that is why they are constantly damp.

A significant factor to the lack of thermal or differential movement associated with a large expanse of masonry such as this is the use of lime mortar which was common practice at the time of construction. This allows the clay brickwork to expand and contract with changes in climate without causing distress. We would however bring to your attention a number of observations where deterioration due to weathering, poor detailing and the lack of maintenance has brought about:

- Poor back gutters to the parapet walls and coping stones to the gables has caused the brickwork at eaves level to perish and thus generally the top 6 courses of brickwork requires taking down and replacing to the complete perimeter as shown of photo's 35, 36, 37, 38 and 39.
- A significant number of individual bricks have become perished or spalled over the years and these are located throughout each elevation of the hall and not just concentrated in a few locations. It will be necessary to carry out effective repairs with similar hand made bricks and thus a small brickworks will need to be set up to replicate the bricks with local clay as far as practicable. Unfortunately, the remainder of the walled gardens and barns do not incorporate the same size brick as the hall.
- On the south-west corner of the hall, we noticed where gaps have occurred between the masonry and the corner stones, indeed similar gaps have occurred around many of the substantial stone window frames. In this location the brickwork has moved forward (slipped) by about 30mm in a horizontal fashion and overhangs the brickwork below. This is not a structural concern but emphasises the need to carry out repairs with traditional materials and skilled tradesmen.
- Another concern of Hinton Hall is the vast amount of sandstone which has perished over the years partly by a natural process of delaminating where layers of sandstone simply breakdown and crumble away. This is particularly visible around the window frames and again to the corncing or banding between first and second floor levels. We are of the opinion that the Conservation Officer will allow reconstituted stone to be incorporated by way of repair but all of this will be very expensive to replicate. Refer to photo's 40, 41, 42, 43 and 44.
- At this juncture we would advise that the feature stonework to the main external staircase has previously been subject to a degree of vandalism where the spindles have now been replaced for wrought iron balustrading. Similarly, on the left hand side of the landing, replacement rather crude spindles now replace the original ornate spindles, but perhaps this offers some character. Photo's 45 and 46.
- Another obvious area of decay is that of the sandstone associated with the various bay windows and oriel windows. The balustrading detail in these locations has weathered significantly resulting in the fixings mechanisms becoming weak and thus consequently these components in various locations are subject to masonry potentially falling. This is illustrated in photo's 47, 48, 49, 50, 51 and 52. Note that the initials of the builder, RPE, as depicted on the parapet of the bay window on the South elevation are crumbling severely especially when viewed from inside looking out.
- Indeed the small flat roofs over the bay windows would have originally been finished with lead but over the years crude attempts of alternative weatherproofing have been adopted but without success. The joints to the leadwork, commonly known as rolls, have opened up allowing wind and rain to penetrate and this is very obvious particularly within the drawing room where the lath and plaster ceiling is about to collapse. The up-stand between the flat roofs and the stone balustrading is also totally inadequate. Photo's 53, 54 and 55.

8 Floors

Within the cellar areas, the floors are finished with various types of quarry tiles and if this space is continued to be used for utilitarian purposes only, then this type of floor finish will be satisfactory for a good many years. However, it is understood that you would like to restore the cellars into habitable accommodation and thus as the floors are damp and many of the tiles are damaged, then it will be necessary to take up the floor finishes completely, excavate to a lower level, provide a clean stone hard-core base, sand blinding, damp proof membrane, thermal insulation and a concrete floor with new or reclaimed quarry tiles over.

This work is essential for the long term preservation of the hall where a damp proof membrane should also form an integral form of preventing dampness continuing to deteriorate the internal and external walls. Indeed at cellar level if the rooms are to be restored to habitable accommodation then a tanking system will be required which would then facilitate a wide ranging choice of finishes to the internal and external walls, provided of course care is taken not to damage the membrane.

As to be expected the floors to the upper parts of the hall are of suspended timber framed construction comprising a series of primary and secondary beams (joists) built into the internal and external walls respectively. When pressure was exerted onto the floors we did observe some deflection in a few rooms which would suggest that the joists are undersized but this can easily be remedied as part of the restoration programme.

The floors to the upper parts are finished with a combination of hardwood strip flooring which is secretly nailed, and traditional softwood floor boarding where in the main reception rooms; these are also discovered to be secretly nailed. Rather surprisingly, we discovered that the floor boards do not incorporate evidence of significant shrinkage which is probably due to the lack of a modern central heating system.

When tested with a spirit level and or golf ball, the floors were found to be out of level quite significantly but this is not surprising due to the age of the hall and in fact this adds some character. Things like this should be retained as far as practicable as part of the restoration programme. The decorative quarry tiles near the kitchens and associated corridors are in reasonable condition but again damp to some extent. This would benefit from excavating, as the cellar area, but it is unlikely if the tiles could be lifted without causing damage and thus reclaimed tiles from an alternative source could be introduced, subject to consent from the Conservation Officer.

We have previously advised that severe damage has occurred at roof level and this emanates from the parapet walls which have caused the rafter feet to rot and thus they are no longer taking support from the masonry. However, as this has not been arrested, water damage has also caused the joists to the lower floors to rot and the lath and plaster ceilings in many rooms are at the point of collapse. This is illustrated in photos 56, 57, 58, 59, 60 and 61 where structural, yet sympathetic repairs are required.

9 Windows and Doors

A feature of Hinton Hall is the large sandstone window frames to all elevations which are very large and distinctive but at the same time allow an enormous amount of natural daylight to penetrate within. The window frames are not only suffering externally but also internally they have been crudely repaired previously or show significant signs of wear and tear. The opening lights to the windows comprise very thin metal frames but these have largely rusted and are laminating.

In addition, over the years many of the leaded lights have been replaced for clear glass and overall the facades are spoilt to some extent due to inconsistencies with the glazing. The retained leaded lights are mostly associated with the top sections of the windows and in a few locations, crude timber framed opening lights have been introduced where it is anticipated that the original steel frames would have simply fallen out. The condition of the windows is shown in photos 62, 63, 64, 65, 66, 67, 68, 69 and 70.

The photos may seem exhaustive but the stone frames are in need of repair with a suitable epoxy mortar and internally the frames would benefit from decorating. The fixed panes are simply bedded into the rebates of the stone frames with a type of putty and are mostly loose or damaged to some extent where extensive re-glazing will be necessary to make the facades more uniform and to replicate the period.

The steel, and retrospective crude timber, opening lights will require replacing in order to make the windows wind and watertight but the flawed glass (manufacturing process) should be retained as far as practicable. You will appreciate that the windows will be a large areas of heat loss and potentially you may want to consider well designed secondary glazing internally.

At this juncture we would reiterate that the turret at the top of the main staircase was believed to have incorporated glazing originally but this has now been replaced with solid materials. It would be magnificent to reintroduce suitable glazing to the turret with close liaison with the Conservation Officer and this is where an archaeological report comes into its own as part of the planning/conservation process.

On the half landing of the main staircase, a roof light is actually provided but this is covered with debris. Upon closer examination it is most likely that this component will require replacement. This together with the aforementioned turret is illustrated on photos 71, 72 and 73.

10 Internal Walls and Partitions

The internal walls are generally of solid brickwork construction throughout and measure between 250 and 450mm in total overall thickness which is not surprising. The internal and external walls at ground floor level were found to be damp in places and this is associated with the combination of roof leakage and rising/penetrating damp. We have previously suggested that a tanking system is required in the cellar but at ground floor level this is not possible, or necessary, due to the retained period features such as cornices, friezes and joinery.

As part of the renovation works it will be necessary to hack off large areas of render/plaster to the internal and external walls and the new applications can incorporate a waterproof additive but to control dampness adequately it will be necessary to introduce an electro osmosis damp proof course which is basically an electric current. These systems don't tend to have a British Standard but in our experience of renovating similar period properties they have largely been successful.

If Hinton Hall was not Listed then any renovation scheme would need to comply with current Building Regulations in terms of energy efficiency and this would normally mean constructing a false wall to the complete interior of the external walls incorporating a moisture barrier, thermal insulation and vapour barrier. This is not necessary for Listed buildings due to the impracticalities of dealing with the retained period features; nonetheless the renovation scheme should seek to introduce thermal efficiencies in other areas such as the roof and floors by way of a trade off, which will obviously help to reduce heating bills.

The walls incorporate traditional timber plaster beads to the external corners and as far as practicable these should be retained. You will also appreciate that timber lintels will have been provided over the doorways to the internal walls. We are pleased to report that when tested, the doors were largely found to be true with no significant sagging but in a few locations the doors had clearly dropped by 30-40mm and had been refitted accordingly. This is because either a lintel was not originally provided or had failed most likely due to insufficient end bearing. This type of defect will require exploring further and remedying accordingly. We have provided further photographic evidence of the poor condition of the plaster throughout and illustrations of the lack of finishes at cellar level and upper floors. Indeed in the cellar, the suspended floors are currently being held up in at least 2 locations with acro props due to wet and dry rot. Refer to photos 74, 75, 76, 77, 78, 79 and 80. We did not discover any significant cracks or distortion associated with Hinton Hall that require anything more than brick stitching with Helifix type beams, which is insignificant in the grand scale of things.

11 Internal Finishes and Joinery

The render/plaster finishes to the walls and the lath and plaster finishes to the ceilings (with isolated areas of plasterboard repairs) have already been identified in this report. Due to severe roof leakage, significant dry and wet rot was observed in many locations throughout Hinton Hall and thus temporary and permanent repairs are urgently required to prevent escalation.

Some rooms incorporate wallpaper but due to roof leakage and subsequent neglect, this has become riddled with mould growth and algae and thus provides a poor environmental atmosphere in which to reside, hence only half a dozen rooms are currently being used but Hinton Hall is really unfit for human occupation.

An interior designer with experience of renovating period properties such as this should be employed particularly when it comes to furnishings, fittings and décor. You may be aware that a fire occurred in one of the front bedrooms at first floor level and the effects of smoke are clearly visible although the fire was obviously contained to one room.

The internal joinery includes hardwood panelled doors which are very substantial and incorporate traditional mortise and tenon joints. These measure in excess of 50mm thick and thus are very heavy. Some doors have the veneer exposed and others have been painted over the years. All of the doors are capable of renovation but new rim locks and Bakelite knob sets are required. We observed the presence of a beams and posts, replicating a goal post arrangement, in some of the rooms of the East Wing which is characteristic and further timber posts are provided under the down stand beams within the cellar.

There are countless buckets and containers throughout Hinton Hall to collect rainwater where one might expect these to be at second floor level, directly under the roof, but this defect is summed up when buckets are observed at first and ground floor levels and even in the cellar to collect water from the main roof. Refer to the following range of photos to illustrate our findings, 81, 82, 83, 84, 85, 86, 87 and 88.

12 Fittings and Services

Fittings and services are extremely sparse within Hinton Hall and one can't imagine how persons reside in the property over recent years. The property is in need of completely rewiring, the provision of new fitted kitchens and bathrooms and new central heating and

water systems. These designs and installations need to be sympathetic to the historic and architectural status of the property and yet innovative in order to maximise efficiency.

We discovered the presence of a couple of poor quality copper hot water cylinders but as far as we could ascertain, Hinton Hall does not currently incorporate a heating system and reliance is made upon electric heaters. The restoration project should include a new mains water, new mains electricity (upgrade) and a Biodisc private foul drainage system together with new soakaways for the surface water drainage system (5m away from house).

Some original fire places are provided in Hinton Hall which is capable of restoration. The fire places are generally full of debris and thus all of the flues are in need of thoroughly sweeping, the pots will require re-bedding and repointing together with the introduction of bird guards. The flues will also require relining with flexible stainless steel liners due to their age and the long term effects of hygroscopic salts.

13 Staircases and Fire Precautions

Hinton Hall has the benefit of a rather splendid hardwood central staircase which is very prominent but is in need of repair and redecoration to return it to its former glory. The staircase enclosure is incorporates 2 substantial structural columns at first floor level and associated archways. This is spoilt at present by a chair lift and a 20th Century enclosure at ground floor level which is obviously not in keeping. The staircase however does have vast potential for renovation particularly if the turret is sympathetically restored at the same time.

Further staircases are provided throughout Hinton Hall and these of timber framed construction all requiring varying degrees of repair and renovation. A feature above the main reception hall is that of a connecting landing where this is insecure and requires stabilization. There are a couple of locations within Hinton Hall, where if so desired, retrospective mezzanine floors could be introduced, subject to statutory consent.

Fire precautions are very spare at present and even the DIY smoke detectors don't have the batteries fitted. The restoration works will require a degree of compartmentation introducing to prevent the spread of fire and most importantly new mains operated fire alarm and detection system for early warning purposes.

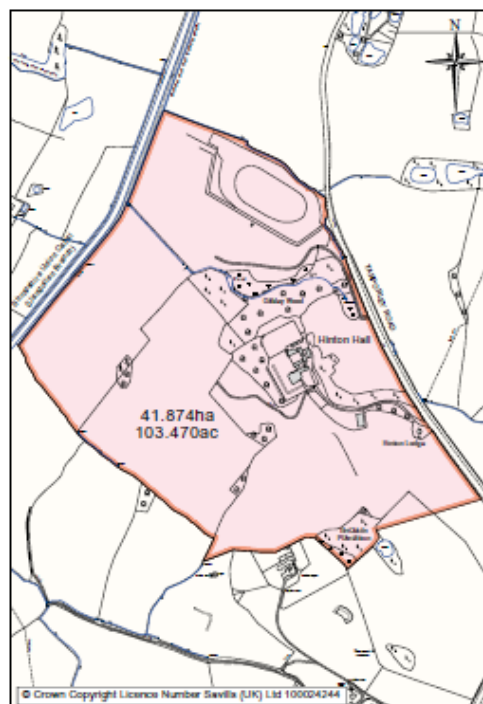
14 External Areas and Boundaries

The external areas associated with Hinton hall are quite extensive and thus the salient points are hereby identified:

- The timber framed sheds attached to the North elevation of Hinton Hall are in a dilapidated condition and require complete removal. At the same time we would also advocate the complete removal of the attached single garage located on the north-east of the property which is not believed to be original. Similarly, a brick built shed is also provided behind the garage and this should be removed. This will then create space for a contemporary extension to connect the hall to the outbuildings. The existing arrangement is show on photos 89, 90 and 91.
- A retaining wall is provided to the southern and western sides of the gravelled drive where the brickwork is showing signs of severe spalling and thus significant repairs are required including restoring the cast iron fencing over and ramped approach. Photos 92, 93, 94 and 95.
- A further substantial retaining wall is provided to the eastern side of the gravelled driveway and this has been allowed to fall into a state of disrepair. This wall protects the drive from the alternative track heading towards the outbuildings. Photos 96 and 97.

- The retaining wall between the outbuildings and hall to the North elevation is quite substantial as this allows natural light to enter the cellar. The wall however is suffering from the lack of routine maintenance and thus significant repairs are required.
- The Dutch barn to the eastern side of Hinton Hall serves no real purpose and apart from providing some shelter during the restoration, should be totally demolished thereafter.
- The Lodge near the junction with the A41 has not been occupied for over 20 years and is believed to have been extensively damaged by an overflowing bath. This property has the potential for renovation and occupation by a member of staff. See photos 98 and 99.
- The steel portal framed commercial building with profiled steel sheet cladding is in reasonable condition as far as we could ascertain from a cursory inspection. Again we would expect this building to be used by the contractor during the renovation programme and then totally demolished as it is not in keeping with the remainder of the estate. Refer to photo 100.
- The outbuildings or barns to the northern side of Hinton Hall once would have provided a wealth of supplementary accommodation but sadly these ancillary buildings have been allowed to fall into a significant state of disrepair. Our costs include for rebuilding the barns to make them wind and weatherproof but not for converting them into habitable use. Refer to photos 101, 102, 103, 104, 105 and 106.
- The walled gardens at the rear of the outbuildings are decimated and require demolition from a health and safety perspective. Refer to photos 107 and 108.
- The driveway from the A41 up to Hinton Hall is made up of light aggregate where some tarmac has been deposited over the years in a random format. The driveway leading to the outbuildings is largely unmade. Ideally, the driveway should be improved to blend it with a country residence such as this where a corn coloured resin option would be suitable.

We would advise that we have not carried out an inspection of the boundaries or the remaining parts of the estate which includes the canal running across north western part of the site. A site plan is shown below which again is taken from the Savills particulars.



15 The Equality Act 2010

The Disability Discrimination Act 1995 and 2005 duties have been incorporated in The Equality Act 2010. This came into force on the 1 October 2010 and is intended to protect people who are disabled from discrimination in all aspects of their lives. This includes their employment and working environment, access to goods and services and purchasing, letting and managing premises. A detailed access audit has not been undertaken as part of this inspection but will need to form part of the renovation works.

16 Health and Safety Considerations

This survey and report does not constitute a health and safety risk assessment as required by the management of Health and Safety at Work Regulations 1999.

Under the management of Health and Safety at Work Regulations 1999, employers and building owners have a duty to ensure that the workplace under their control complies with the provisions of the Act. The Regulations describe a number of matters which have to be addressed to ensure that the workplace meets with the health, safety and welfare needs of each member of the workforce, including people with disabilities.

17 Environmental Considerations

17.1 Orientation and exposure

The front elevation, nearest the access drive, is deemed to face South and all other elevations are orientated from this point of reference.

17.2 Thermal insulation and energy efficiency

We have not been provided with copies of the Energy Performance Certificates (EPCs) but understand that these will be made available by the vendor prior to completion of the sale.

In respect of the EPCs, it should be noted that the Energy Act contains a duty to bring in minimum standards for commercial rented property from 2018. Whilst details on this matter have not been finalised, it is likely to be set at EPC band 'U'.

17.3 Noise and disturbance

The busy A41 trunk road is located fairly close to Hinton Hall and provides access from Whitchurch to Tarporly and the motorway network beyond. The grass track activities and clay pigeon shooting will also obviously impact on quiet enjoyment.

17.4 Contamination and environmental control

We have not inspected, carried out or arranged any sampling and testing to establish the level of contamination present to this site. Inevitably there will be a degree of contamination associated with the commercial building, the vast amount of abandoned motor cars around the site and the effects of the grass track facility.

17.5 Sustainability

Hinton Hall does not incorporate any sustainable qualities at present but there are an abundance of options to consider, depending on budget, as part of the restoration programme.

18 Deleterious Materials

We have not undertaken an inspection or testing to determine the presence of deleterious materials. However, in the course of our inspection we noted the presence of asbestos containing materials associated with the garage roof, stored sheeting within the cellar and to the walls and roof of the timber framed buildings between the hall and the outbuildings. Further asbestos cement corrugated sheeting is currently stored by the retaining wall to the eastern side of the drive.

19 Control of Asbestos Regulations 2012

This inspection and report does not constitute an asbestos survey or audit. The Control of Asbestos Regulations became effective on 6 April 2012, revising and extending the Control of Asbestos Regulations 2002 and 2006.

Health and Safety guidance on asbestos surveys has been revised and the relevant document is HSG 264. The Regulations place obligations on the landlord and occupier to carry out a survey of the premises by a competent person and put in place a management plan to monitor, record and maintain any asbestos containing materials found to be present.

It is doubted if the owner has an asbestos register and thus the safe removal of the asbestos containing materials should form part of the restoration programme.

Appendix 1 - Photographs



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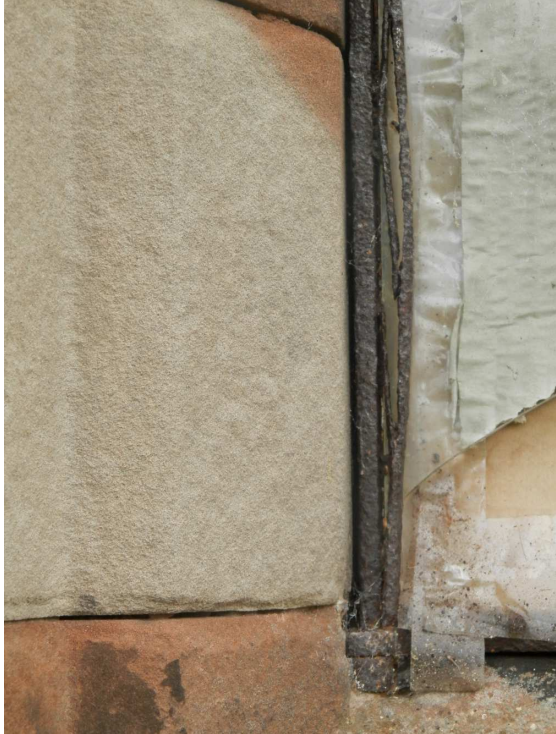
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Appendix 2 - Terms and Conditions of Business and Engagement

Terms and conditions of business

DEFINITIONS

In these Conditions:

“**Affiliate**” means any company, partnership or other entity which directly or indirectly controls, is controlled by or is under common control with Us;

“**Conditions**” means these terms and conditions of business;

“**Confidential Information**” means any technical, financial and commercial information obtained or received by You directly or indirectly from Us (and vice versa) in the course of or in anticipation of the Services;

“**Engagement Letter**” means the engagement letter from Us to You;

“**Information**” means any documents, advice, information, reports, instructions and/or assistance that We may require from You;

“**Intellectual Property Rights**” means patents, registered and unregistered trade marks and service marks, registered and unregistered design rights, copyright, database rights, rights in know-how and confidential information, applications for and rights to apply for any of the above, and any other similar rights recognised from time to time in any country, together with all rights of action in relation to the infringement of any of the above;

“**Materials**” includes, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information or data in any form;

“**Property**” means the property/ies, which is/are the subject of Your instructions to Us;

“**Services**” means the services and/or work performed or to be performed by Us as set out in the Engagement Letter and/or Service Specific Terms of Engagement, together with any other services and/or work which We provide or agree to provide to You from time to time;

“**Service Specific Terms of Engagement**” means the specific terms of engagement, if any, referred to in the Engagement Letter;

“**Terms of Engagement**” means these Conditions, the Engagement Letter and the Service Specific Terms of Engagement, in each case as may be varied in writing and agreed by Us and You from time to time;

“**Transaction**” means any transaction entered or intended to be entered into by You in relation to which the Services are to be performed;

“**We, Us and Our**” means BNP Paribas Real Estate Advisory & Property Management UK Limited, a company registered in England and Wales under company number 04176965 whose registered office is at 5 Aldermanbury Square, London EC2V 7BP; and

“**You, Your and Yourself**” means the person or persons, firm, company, authority or other organisation to whom We are to supply the Services, as set out in the Engagement Letter.

1 Terms of Engagement

- 1.1 The Services will be provided pursuant to the Terms of Engagement.
- 1.2 The Terms of Engagement comprise the whole agreement between Us and You in relation to the provision of Services. Both parties acknowledge and agree that, in entering into the Terms of Engagement, they do not rely on, or have not relied on, any undertaking, promise, assurance, statement, representation, warranty or understanding (whether made orally or in writing) of any person (including Us and You) relating to the subject matter of the Terms of Engagement, other than as expressly set out in the Terms of Engagement.

- 1.3 If any provision (or part of a provision) of the Terms of Engagement is found by any court of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions (or remainder of the affected provision) will remain in force.
- 1.4 Subject to the rights of any BNPPRE Person granted under clause 14.7, the Terms of Engagement are made solely for the benefit of Us and You, and (where applicable) Our or Your successors and permitted assigns, and are not intended to benefit, or be enforceable by, anyone else. Except as stated in clause 14.7, and for the purpose of the Contract (Rights of Third Parties) Act 1999, the Terms of Engagement do not and are not intended to give any rights, or right to enforce any of their provisions, to any person who is not a party to them.
- 1.5 The Engagement Letter constitutes an offer by Us to You to provide the Services specified in it on the Terms of Engagement. By counter-signing the Engagement Letter You formally accept the Terms of Engagement. Notwithstanding the previous sentence, You agree that all and any Services provided prior to Your counter-signature of the Engagement Letter shall be governed by the Terms of Engagement.
- 1.6 In the event of any conflict arising between the documents comprising the Terms of Engagement, the following order of precedence shall apply:
- Engagement Letter;
 - Service Specific Terms of Engagement;
 - these Conditions.
- 1.7 The Terms of Engagement and any dispute arising out of or in connection with them or their subject matter, shall be governed by and construed in accordance with the laws of England and Wales. The parties both irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Terms of Engagement or their subject matter.
- 2 Changes in Scope**
- The scope of the Services will be limited to the matters set out in the Terms of Engagement. However, this does not preclude Us from considering and agreeing with You, in writing, changes to the scope of the Services from time to time.
- 3 Timetable**
- 3.1 We will discuss with You the nature and timing of the delivery of Services and the most effective way of implementing them. The timetable for completion of the Services assumes that the Information will be made available in good order and in a timely manner and will be provided in accordance with the provisions of clause 5.
- 3.2 Dates for performance and/or completion of the Services are estimates only and shall not be construed as being of the essence to the Terms of Engagement. We will, however, use reasonable endeavours to perform the Services on or by the dates specified and agreed in writing.
- 4 Services**
- We undertake to perform the Services using reasonable care and skill and in accordance with the professional standards to which We are subject.
- 5 Information**
- 5.1 You shall provide to Us, free of charge and within any specified time limits, all Information as may be necessary or reasonably requested by Us at such time as shall enable Us to:



Terms and conditions of business

- (a) perform the Services in accordance with Our obligations under the Terms of Engagement; and/or
- (b) comply with Our internal anti money laundering policies and procedures and any relevant legislation or regulations as may be in force from time to time (including but not limited to Information about You or any third party on whose behalf you act in respect of receipt of the Services).
- 5.2 You warrant that all and any Information is accurate, complete and consistent. Accordingly, You agree that We are not liable for (and shall indemnify Us against) the direct or indirect consequences of any inaccuracies, inadequacies or inconsistencies contained in the Information, whether prepared by You or by a third party, or any shortfalls in or absence of such Information and whether or not supplied directly to Us by You or by such a third party.
- 5.3 You will notify Us immediately if anything occurs to render any Information untrue, inaccurate or misleading and/or if any claim is made by a third party in respect of any Information.
- 6 Intellectual Property Rights and Use of Our Materials**
- 6.1 All Intellectual Property Rights in any Materials prepared by Us or otherwise generated in the course of carrying out the Services shall be owned exclusively by Us. Without limiting clause 6.3, no part of any such Materials may be reproduced or transmitted or disclosed in any form or by any means without Our prior written permission.
- 6.2 All information, advice and Materials provided by Us to You are provided for Your use only and solely for the purpose(s) to which they refer. Accordingly, We accept no responsibility for (and you shall indemnify us in respect of) any reliance that any third party may place on such information, advice or Materials, and/or for any reliance that You may place on such information, advice or Materials for any other purpose.
- 6.3 Neither the whole nor any part of the Materials referred to under clause 6.1, nor any reference thereto, may be included in any published document, circular or statement or published in any way without Our prior written approval.
- 7 Recommendations**
- 7.1 The Services and any findings arising out of the Services will not in anyway constitute recommendations on matters outside the scope of the Terms of Engagement.
- 7.2 You are responsible for determining whether the scope of the Services as specified in the Terms of Engagement is sufficient for Your purposes in the context of Your wider investigations and due diligence.
- 8 Fees and Disbursements**
- 8.1 The fees for Services will be as set out in the Terms of Engagement or as otherwise agreed by Us in writing.
- 8.2 If the fees for Services are not stated in the Terms of Engagement, Our fees will be based on Our standard hourly rates in force from time to time.
- 8.3 Unless agreed otherwise, Our fees are exclusive of any reasonable disbursements and expenses that any of the personnel engaged in providing the Services may incur in connection with the provision of the Services and any applicable VAT, for all of which You will additionally be liable.
- 9 Payment Terms**
- 9.1 Where We quote a fixed fee for Our Services, this quotation will only be valid for a period of 30 days from issue or as otherwise agreed. No contract will arise from any such quotation until We give written confirmation to You. You accept that We reserve the right to increase such fixed fee by such amount as is reasonable, as a result of any matters beyond Our control, a change in instructions from You or a failure by You to provide Us with satisfactory Information pursuant to clause 5 and We will give You prior written notice of any such increase.
- 9.2 We reserve the right to render regular and/or interim invoices where appropriate. Specifically where We are working on an hourly rate basis We may bill monthly except where We agree otherwise in writing. We also reserve the right to immediately invoice You for the cost of any reasonable disbursements or expenses that We may incur in relation to the Services.
- 9.3 Save where otherwise agreed in writing, Our terms of payment are net cash 28 days from the date of invoice. Time for payment will be of the essence.
- 9.4 If any invoice is overdue for payment, We will be entitled to refrain from continuing to perform any Services for You until such invoice is paid in full (including interest). We will also be entitled to retain any Materials produced by Us in the course of the Services and/or any Information belonging to You until all outstanding sums have been paid. We retain the right to charge interest on such outstanding sums at the annual rate of 6% accruing on a daily basis from the due date until the date of actual payment of the overdue amount, compounded quarterly, whether before or after judgement. You must pay Us interest together with the overdue amount. Our rights under this Clause 9.4 do not limit Clause 9.3.
- 9.5 In certain circumstances (which We will discuss with You), We may require You to make payment on account of any anticipated fees and/or disbursements and/or expenses to be incurred prior to the Services being commenced or continued.
- 9.6 We may at any time, without notice to You, set off any obligation due from You to Us against any obligation owed by Us to You, whether either liability is present or future and whether or not either liability arises under the Terms of Engagement. Any exercise by Us of Our rights under this clause shall not limit or affect any other rights or remedies available to Us under the Terms of Engagement or otherwise.
- 10 Confidentiality**
- Both parties will (and will procure that their directors, officers, agents, contractors, consultants and employees will) at all times keep in strict confidence, and not use, any of the other party's Confidential Information, except:
- (a) in connection with the performance of the Services or as reasonably necessary for the purposes of the Transaction; or
- (b) as expressly stated in the Engagement Letter; or
- (c) as subsequently agreed to in writing by both parties; or
- (d) as otherwise required or permitted to be disclosed by law; or
- (e) where such Confidential Information is public knowledge (save where it becomes public knowledge through a breach of this clause 10).
- You agree that, without reference to You, We may disclose to our professional liability insurers and their agents and advisers, on terms of confidence, such Confidential Information as we are required to disclose in order to comply with the terms of our insurance.
- 11 Complaints**
- If You are for any reason dissatisfied with Our service We should be advised immediately so that We can deal with it and put it right. You agree that You will not take any action or commence any proceedings against Us before You have first referred Your complaint to Us in accordance with Our complaints procedure, details of which are



Terms and conditions of business

available from: The Chief Executive Officer, BNP Paribas Real Estate Advisory & Property Management UK Limited, 5 Aldermanbury Square, London, EC2V 7BP. The purpose of such referral is to enable Your complaint to be reviewed and responded to by Us, with a view to resolving the dispute or difference in a manner satisfactory to both parties.

12 Client Money and Anti-Money Laundering Procedures

- 12.1 All client money retained by us shall be held in separate client accounts in accordance with and subject to the requirements of the Members' Accounts Rules of the Royal Institution of Chartered Surveyors.
- 12.2 You agree to comply with all Anti-Money Laundering Procedures We have in place from time to time, and understand and accept that We are unable to provide the Services unless such procedures have been successfully completed in advance.
- 12.3 The Parties hereby represent and warrant that:
- they each shall comply with all application anti-corruption laws;
 - they each shall not directly or indirectly pay, offer, give, promise to pay or authorise the payment of, any portion of the compensation received in connection with these Terms of Engagement or any other monies or other things of value in connection with its performance to a government official to obtain or retain business or secure any improper advantage nor shall it permit such actions by a third party;
 - Neither Party nor any Group Company of either Party is or will become an official or employee of the government during the term of these Terms of Engagement without prior written approval of the other.
- 12.4 Any breach of the representations and warranties in this clause shall constitute a material breach for the purposes of Clause 13.2(b)(ii) of these Terms of Engagement.
- 12.5 In the event one Party has reason to believe that a material breach has occurred or may occur, that party shall have the right to audit or to have a third party acceptable to each party at the joint expense of the Parties conduct the audit, in order to satisfy that no such breach has occurred. The Parties shall cooperate in any audit conducted by or on behalf of the other.

13 Termination

- 13.1 The Terms of Engagement shall terminate automatically on completion of the Services.
- 13.2 Without prejudice to any other rights or remedies which the parties may have:
- either party has the right to terminate the Terms of Engagement on not less than 28 days' written notice to the other; and
 - We may terminate the Terms of Engagement immediately on giving written notice to You if:
 - a conflict of interest arises;
 - You commit a material breach of any of the provisions of the Terms of Engagement (including, but not limited to, any breach of the payment terms specified at clause 9); or
 - a person or persons, firm, company, authority or other organisation acquires control of You who did not have control immediately before the acquisition.
- 13.3 Either party may terminate the Terms of Engagement immediately on giving written notice to the other if the other party becomes bankrupt or insolvent, or if an order

is made or a resolution is passed for its winding up (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of its assets or business, or if it makes any composition with its creditors or takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.

- 13.4 On termination of the Terms of Engagement for any reason, You will immediately pay Us for all outstanding unpaid sums and interest, and in respect of Services supplied prior to termination but for which no invoice has been submitted, We may submit an invoice, which shall be payable immediately on receipt.
- 13.5 Termination of the Terms of Engagement for any reason will not affect the parties' accrued rights and the following clauses shall survive: 5.2, 6, 7, 8, 9, 10, 13, 14, 16, 17 and all provisions necessary to interpret or enforce the Terms of Engagement.

14 Liability

YOUR ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF THIS CONDITION 14

- 14.1 This Condition 14 sets out Our entire financial liability (including any liability for the acts or omissions of Our employees, directors, officers, agents, contractors and consultants) to You in respect of:
- any breach of the Terms of Engagement;
 - any use made by You of the Services or the Materials, information and advice provided by Us in performing the Services;
 - any representation, statement or tortious act or omission (including negligence) arising under or in connection with the provision of the Services, whether made by Us or any third party.
- 14.2 All warranties, conditions and other terms implied by law are, to the fullest extent permitted by law, excluded from the Terms of Engagement.
- 14.3 Nothing in these Conditions limits or excludes Our liability for:
- death or personal injury resulting from negligence; or
 - any damage or liability incurred by You as a result of any fraud or fraudulent misrepresentation made by Us, or
 - such other matters for which liability cannot lawfully be limited or excluded.
- 14.4 Subject to clause 14.2 and clause 14.3:
- We shall not be liable for:
 - loss of profits; or
 - loss of business; or
 - depletion of goodwill or similar loss; or
 - loss of anticipated savings; or
 - loss of goods; or
 - loss of contract; or
 - loss of savings; or
 - loss of use; or
 - loss of opportunity; or
 - loss of, or corruption of, data or information; or
 - any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses;
- irrespective of whether or not We knew or ought to have known that such a loss might arise.



Terms and conditions of business

- (b) Subject to clause 14.3 Our aggregate liability to You in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise in connection with all matters under the Terms of Engagement will be limited to the higher of £5 million and 10 times Our fee invoiced for providing the Services.
- 14.5 Without prejudice to the other provisions of this clause 14, We will not be liable in respect of any of the following:
- (a) any failure or delay in providing the Services where You have not complied with the Terms of Engagement;
 - (b) any failure by Us to remind You of relevant deadlines;
 - (c) in respect of any third party providers whom We may engage in the course of the Services or to whom We may refer You;
 - (d) any findings or recommendations not expressly set out in Our final report;
 - (e) checking the accuracy of the Information, including without limitation boundary lines;
 - (f) advising You in relation to taxation matters;
 - (g) any failure by You to hold any necessary consents, permissions or authorisations required for the Transaction;
 - (h) any other matters set out in the Service Specific Terms of Engagement.
- 14.6 Where You are comprised of more than one entity, then Your liability under the Terms of Engagement will be joint and several with such other entity or entities.
- 14.7 You agree not to bring any claim for losses arising in connection with any matter under the Terms of Engagement against any of Our, or Our Affiliates', employees, officers, directors or consultants (each a "BNPPRE Person"). You accept that any such claim must be brought against Us. Both parties agree that any BNPPRE Person may enforce this clause under the Contracts (Rights of Third Parties) Act 1999, but that these Conditions (including this clause) may be varied at any time without the need for consent from any BNPPRE Person. Where a loss is suffered by You for which We and any other person are jointly responsible, any recoverable loss by You from Us will be proportionate to Our relative contribution to the loss suffered.
- 14.8 You agree to indemnify Us and keep Us indemnified against any liability which arises from a third party obtaining from You or using any Confidential Information and/or any Materials, information or advice provided by Us to You, unless We have agreed in writing to accept liability to such third party or the third party is a client of Ours and is permitted to obtain and use such Materials, information or advice.
- 15 Force Majeure**
- We will not be liable to You for any delay or failure to fulfil Our obligations under the Terms of Engagement caused by circumstances outside Our reasonable control.
- 16 Correspondence, Papers and File Destruction**
- 16.1 All Materials in Our possession or control that have been generated for Our internal purposes or are addressed to Us relating to the Services (unless expressly notified otherwise upon their provision) shall be Our sole property. We will not be obliged to provide or make available to You such Materials unless We agree otherwise.
- 16.2 Subject to clause 9.4, all Confidential Information provided to Us by You will be returned or destroyed upon Your request, provided that We may retain copies of any Confidential Information which forms the basis of Our Materials and advice.
- 16.3 It is acknowledged that certain Materials may legally belong to You. Subject to clause 9.4, We shall return such Materials to you upon Your request. Where You do not request that such Materials are returned We shall retain such Materials for a period of at least three years following termination of the Terms of Engagement. Such retention by Us shall be at Your risk and We shall have no liability to You for or caused by the destruction of or damage to such Materials. We may destroy correspondence and other Materials that We store, electronically or otherwise on or after the third anniversary of the termination of the Terms of Engagement.
- 17 Staff**
- If, without Our prior written approval, You directly and/or indirectly employ, engage and/or otherwise use the services of any member of Our or of any of Our Affiliates' staff ("Staff") to work on an engagement for You during the term of the Terms of Engagement or during the twelve-month period following expiry or termination of the Terms of Engagement, You will be liable to pay to Us a recruitment fee equal to four months' total average fee income for the Staff member concerned. You acknowledge and agree that this sum is a genuine attempt to estimate the costs that will be incurred by Us in recruiting a replacement for such member of Staff.
- 18 Assignment**
- Neither party may transfer or assign any rights or obligations under the Terms of Engagement without the prior written consent of the other party except as set out in this clause 18. We may assign all or any of the rights (and transfer all or any of the obligations) under the Terms of Engagement to any Affiliate or any of Our successors in title in the relevant business, without any requirement to notify You or obtain Your further consent. You agree to execute a novation to give full effect to this.
- 19 Notice**
- Notices given under these Conditions shall be in writing in the English language, and may be delivered in person or sent by courier or post or fax to the address or fax number set out in the Terms of Engagement, or to such other address or fax number as may be notified by either party to the other from time to time.
- 20 Publicity**
- We are keen to obtain publicity for work undertaken on behalf of Our clients. Unless details of the Services undertaken for You are publicly available, We will not externally publicise such details without Your prior written permission. However, You hereby agree to Us including such details in proposals or other similar submissions made to Our prospective clients, unless You subsequently expressly prohibit such disclosure in writing.
- 21 Health, Safety, Environment & Quality**
- 21.1 We operate accreditation to BS EN ISO 9001, OHSAS18001 & 14001. When visiting Our premises, You shall comply with Our Safety, Health, Environment and Quality Policies and Procedures, copies of which can be obtained by contacting the Director of Facilities.
- 21.2 Where We agree to provide the Services at Your premises, or at a third party's premises, You shall be responsible for giving or obtaining any Information, safe access licences, consents or permissions which may be necessary to enable Us and Our personnel to provide the Services at the premises in question. You or the operator of the premises shall also ensure that all appropriate health & safety acts, regulations, codes of practice or information sheets have been followed so as to ensure the health and safety of Our personnel.



21.3 Our Safety, Health & Environmental risk assessments and control measures are given on the basis of, and in strict reliance upon, all material facts and information having been accurately and fully disclosed to Us by You and You agree to confirm all such facts and information in writing. Details of Our policies, procedures and completed risk assessments are available for Your inspection on reasonable notice and without additional charge.

22 Data Protection

22.1 We shall process any personal data that You provide to Us as a data controller (as defined by the Data Protection Act 1998) and we shall use such personal data for the purposes of fulfilling our obligations to you under the Terms of Engagement. We may pass the personal data to third parties for them to use to provide services and/or supply products which are reasonably necessary for Us to perform the Services but We will not pass the personal data to any third party other than for that purpose.

22.2 We may from time to time send You marketing information about similar products and services which we believe may be of interest to you. If at any time in the future You wish to stop receiving any marketing information from Us then please contact Our Marketing Department on 0207 338 4000, or by post at 5 Aldermanbury Square, London, EC2V 7BP or by informing Your normal BNPPRE contact.

Please acknowledge agreement to these Conditions by signing and returning the enclosed duplicate copy. If you do not, We will, unless you tell Us otherwise within 7 days, proceed on the basis that You do agree such terms.



1.0 Elements, Structure, Finishes, Components and Services

- 1.1 The suitability of the property for any use will be outside the scope of the report.
- 1.2 Our inspections will consist of visual inspections of the accessible areas of the property.
- 1.3 At the time of our inspection, plant, machinery, furniture, floor coverings and tenant's fixtures and fittings will restrict the scope of our inspection.
- 1.4 In making our inspections we will not inspect woodwork or other parts of the structure which are covered, unexposed or inaccessible and we are therefore unable to report that such parts of the property are free of rot, beetle or other defects or to confirm the adequacy of any detail, structural element or foundation. We will, however, endeavour to draw reasonable conclusions from the available evidence. All comments regarding finishes and construction will be made on a purely visual inspection and in the absence of destructive exploratory investigations. No guarantees, warranties or other reassurances as to the accuracy of the comments made in such respects will be supplied.
- 1.5 Where our report includes comments upon the principal elements of the fabric of the building and installations of the demised premises, especially floors, walls and roof as appropriate, together with general remarks on the finishes and services, it does not extend to a list of minor items that are not relevant to the main advice. Similarly, where we have examined major outbuildings, we will not make detailed comment about light or temporary structures unless specifically requested to do so.
- 1.6 We will not be able to ascertain whether or not any structural repair has been carried out including timber treatment, underpinning and strengthening, nor will we determine whether any guarantees exist unless offered to us.
- 1.7 External roof surfaces, chimneys, gutters, eaves, boards and other features at high level will be viewed from the ground or from the upper storey windows, unless access to the roof is readily and safely obtainable. Flat roofs up to 3m in height may be assessed via surveyor's ladders.
- 1.8 We will not, except to the extent mentioned in our report, carry out any tests or make any enquiries concerning particular materials or installations, nor unless we are instructed, will we calculate floor areas or re-appraise original design criteria.
- 1.9 We will not carry out detailed examinations or testing of any mechanical, electrical, lift or public health, services installations and no assurance will be given that these are free from defect or are in compliance with the relevant requirements. Any comments with respect to such services installations will be based upon a visual inspection only where these are not covered up and must

not be construed as advice regarding the adequacy, condition or operation of the systems as a whole.

- 1.10 Where we engage other consultants on your behalf, we may make reference to the major pertinent conclusions they have reached but this should not be thought of as a substitute for reading their reports in their entirety nor can we take responsibility for their conclusions.
- 1.11 We will assume that all necessary permanent planning and other permissions, approvals and consents have been obtained for the construction and use of the premises. Non-compliance with any current Act of Parliament, statute or local bye-law affecting the premises will not be ascertained as part of the report unless instructed to do so.
- 1.12 Our inspection will be in respect of the buildings, constructions, repair and maintenance. We will not consider nor investigate any aspects of the premises which are likely to be affected by mining or tunnelling operations, or are likely to be affected by current environmental legislation. We will not instigate nor carry out searches with the Coal Authority or other sub-soil searches or prepare an environmental audit of the premises, drainage or land, unless instructed to do so. We will not survey or test the soil or ground conditions and thus will not comment in such respects.

2.0 Repair Costs and Dilapidations Liabilities

- 2.1 We do not undertake to provide cost information for the repair of any defects found nor to comment upon dilapidations liabilities unless specifically instructed to do so.

3.0 Lease Analysis

- 3.1 In commenting upon lease terms within our report this should not be thought of as a substitute for referring to the Lease documents for full provisions made.
- 3.2 Where instructed to do so, we will base our comments upon documentation, including the Lease and Licences for Alterations, made available at the time of our inspection and report. We can take no responsibility where the content of missing or delayed documents conflict with our assessment.
- 3.3 Should further relevant documentation subsequently be made available, then we recommend that you provide us with copies so that we might amend or refine our advice to you.
- 3.4 In the event of any conflict or query upon the Lease terms, or other legal documentation, you should obtain your solicitor's view prior to initiating any action.

4.0 Risk Analysis

- 4.1 Where relevant to our instruction we will comment upon any major risks, hazards or visual breaches of health and safety we might have seen during the course of our on site inspection.
- 4.2 We will undertake to do so on the understanding that our comments do not result from an exhaustive or detailed investigation but rather are those which might reasonably be seen during our inspection and viewed in light of the weather conditions at the time.
- 4.3 Our comments should not be thought of as a substitute for your commissioning a full risk assessment survey of the premises concerned.

5.0 Commentary upon Legal issues including Rights of Way, Support or Light

- 5.1 No formal enquiries will be made during the course of our inspection in respect of existing user rights, proposed use, town planning and road widening etc, legal interests, fire certificates, effluent agreements, party wall agreements, prescriptive rights, easements and wayleaves, but we may recommend that enquiries be made.
- 5.2 Where relevant to our instruction we will comment upon any apparent rights of way, support or light which might be apparent or suspected, as a result of our site inspection.
- 5.3 In this event, our comments on such rights and easements will be in outline only and will not be subject to any detailed investigations, but simply be recording what might reasonably be seen during our inspection and are dependant upon the weather conditions at the time. Our comments are not a substitute to your solicitors searching and advising for the existence of any such rights at the earliest possible moment and in all cases prior to our site inspection.
- 5.4 We will not be able to ascertain any information in respect of any dispute or claim with neighbours or neighbouring property. The existence of any encroachments or easements upon the buildings or land will not be investigated and therefore cannot be commented upon.

6.0 Environmental/Sustainability Issues

- 6.1 In making our inspections, we will not specifically concern ourselves with the way in which the building or its use may impact upon the environment. We will not therefore consider or investigate the nature and use of potentially environmentally damaging materials that may be found in the building nor the energy efficiency of the building. Nor will we investigate soil stability, mining and geological conditions.

7.0 Limitations upon Budget Estimates

- 7.1 Where we provide budget estimates they will be given as guidance only and will be subject to the following limitations.
- 7.2 All estimates will be current prices and no adjustments will be made for future inflation.
- 7.3 We will not investigate whether the cost for carrying out all necessary works immediately, will be different in cost to carrying them out individually, as and when required.
- 7.4 All estimates will be quoted as budget estimates only and are not to be thought of as a substitute for obtaining competitive quotations from reputable contractors.
- 7.5 No costs will be included for any investigation works required unless otherwise noted.
- 7.6 Estimates will not include VAT or professional fees, unless otherwise noted.
- 7.7 No allowance will be made for out of hours working, at night and weekends, nor any associated charges likely to be incurred on the part of security and maintenance staff.
- 7.8 No costs will be included for above and below ground drainage or other services within the building including, heating, ventilation, mechanical and electrical plant and equipment unless otherwise noted.
- 7.9 Where commenting upon dilapidations liabilities we will not include for loss of rent, service charge, interest, or other heads of claims, unless otherwise noted.
- 7.10 No allowance will be made for any loss and/or damage to the works as a direct result of a bomb blast or any other act of terrorism, malicious damage, fire, flood or other act of God.

8.0 Deleterious Matters

- 8.1 Unless otherwise instructed we will not carry out or arrange to be carried out an Asbestos Survey nor check the premises or comment upon the implications of any current or future compliance with asbestos legislation. Unless made available to us and unless we are specifically instructed to do so, we will not review or comment upon the presence or not of an Asbestos Register. During the course of our instruction, should we become aware of any element in the premises which might contravene the Control of Asbestos Regulations, we will bring this to your attention and may recommend that an assessment be carried out. However, we are not asbestos experts and can therefore assume no liability in respect of compliance by the present or future occupiers of the premises.



8.2 The presence or absence of high alumina cement, calcium chloride, asbestos or permanent woodwool shuttering, fibre reinforced concrete, alkali silica reaction, sea dredged aggregates, lignite or any other deleterious or prohibited materials within the premises will not be determined.

8.3 In a property acquisition, your further negotiations should be subject to the vendor providing written confirmation that no use has been made of any deleterious or prohibited materials and we draw your attention to the attached list for your reference.

8.4 Save in respect of any claim in respect of death or personal injury caused by our negligence (for which our liability shall remain unlimited) in relation to any claim relating to asbestos, BNP Paribas Real Estate Advisory & Property Management UK Limited's maximum liability to the client or any other party, of whatever nature and howsoever arising (whether from performance of the services or otherwise) shall not exceed £750,000 (seven hundred and fifty thousand pounds sterling) for any claim or related circumstances giving rise to more than one claim.

9.0 Contaminated Land

9.1 On any site there are risks of contamination and our inspection will not include any consideration of these risks. In all cases, we strongly advise you to commission a specialist organisation to assess the potential for the site concerned to feature contamination due to previous use, or the likelihood of adjoining sites to have the potential to contaminate it. We can accept no liability where our advice in this respect is not followed.

9.2 We will not carry out, neither will we arrange for the carrying out, of sampling and testing to establish the level of radon gas present within the building or to establish whether or not there are contaminants present in the soil or sub-strata.

10.0 Legislation

10.1 Any comments within the report regarding the compliance of the property with relevant current legislation is to be considered as guidance only. We cannot comment upon any aspects affecting fire precautions dependent upon your occupation, use and space planning of the premises unless specifically instructed to do so.

10.2 We will not inspect the property for compliance with the Disability Discrimination Act 1995 or the Equality Act 2010 or comment on the implications of either Act unless where specifically instructed to do so and except where these might be indicative of a more significant problem affecting your proposed interest in the property.

11.0 Health and Safety

11.1 Unless specifically instructed to do so we will not carry out or arrange to be carried out an audit to check the premises for current or future compliance with the current workplace (Health, Safety and Welfare) Regulations or any other health and safety legislation. Should we become aware of any element in the premises which might contravene the Regulations we will bring it to your attention and recommend that an assessment be carried out.

Appendix 3 - Timber and Damp Report