



Accelerating success.

Summary Condition Survey

The Old Stags Head, 65 Church Hill, Penn, Wolverhampton
WV4 5JB

March 2023

FOR



3B1Y Limited

March 2023

Prepared by: Ted Dodwell-Hill MRICS

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Owner	Ted Dodwell-Hill MRICS 
Checked	Richard Nock MRICS 



1. Executive Summary

- 1.1 Colliers Project & Building Consultancy are instructed by 3B1Y Limited to carry out an inspection of The Old Stags Head, 65 Church Hill, Penn, Wolverhampton WV4 5JB, to provide advice regarding the overall condition and associated remedial works and budget costs to put the property back into repair.
- 1.2 The property is located to the Southeast of Wolverhampton, approximately 15 minutes from the city centre. The property is arranged over 3 storeys with basement, ground and first floor levels. As a former pub, property provides bar areas and back of house, kitchen, and storage accommodation at ground level, with a residential flat at first floor level.
- 1.3 Externally the property is in a fair to poor condition subject to individual elements. The roof areas are in poor overall condition with evidence of water ingress internally. The clay tiled pitched roof is subject to numerous damaged or missing tiles. The felt roof covering to the flat roofed areas is reaching the end of its serviceable life and should be considered for wholesale replacement. uPVC rainwater goods are in poor condition with failed seal, blockages and loose support brackets.

The rendered elevations are generally in fair condition with isolated hairline cracking commensurate with the age of the render, however it is in poor decorative condition with general soiling at low level. Fair face brickwork to the rear elevations is in fair condition with minor deterioration to the mortar joints. The timber framed windows are generally in poor condition with numerous broken panes and decay to the timber frames.

- 1.4 The external areas to the left and right of the property are in poor condition with significant vegetation growth between the concrete paving and to the concrete hardstanding areas. The car park to the front of the property is in fair condition with isolated potholes and general surface deterioration. The line markings to the car parking bays have deteriorated.
- 1.5 Internally, the property is in poor overall condition. Painted plaster ceilings and walls are generally damaged beyond repair and will require replacement with new stud work etc. Floor finishes are also in poor condition with bowing and warped floors noted at ground level with full refurbishment of floor structure and finishes is required.
- 1.6 Services to the property were not operational at the time of the inspection either been stripped out or vandalised / stolen and therefore full replacement and refurbishment including reconnection of services will be required in order to put the property back into repair.
- 1.7 Our brief was to provide advice regarding the works and associated costs to put the property back into repair. In brief these works include but are not limited to the following:
 - Enabling works & access.
 - Repairs to the pitched roof including improvements to the thermal performance.
 - New roof covering to the flat roof areas.
 - Repair and redecoration of the elevations.
 - New window and external doors.
 - Repair and refurbishment of hardstanding areas including the car park.
 - Cutting back of soft landscaping.
 - Full internal strip out.
 - Repairs to the internal structures /substrates.
 - Provision/reinstatement of services with new.
 - Installation of new finishes to ceiling, walls, and floors.
 - Installation of new fixtures and fitting.

A more detail breakdown of the works can be found under Appendix B of this report. Based on the current brief to repair and improve the premises in its current configuration including professional fees but excluding VAT is **£716,570.92** which equates to **£182.71/sq. Ft.**

2. Introduction

- 2.1 Our inspection of the whole property including external areas was undertaken on 1st March 2023 by Ted Dodwell-Hill MRICS of Colliers. The survey was carried out when weather conditions were ambient with overcast skies.
- 2.2 All references to direction are based on the plans attached to Appendix B. This report assumes that the main entrance is deemed to be facing south fronting onto the main car park/Pennwood Lane.
- 2.3 We were able to inspect all areas of the property with the exception of:
- Below ground drainage.
 - Areas of the Roof/ceiling voids.
- 2.4 During the course of our visual inspection of the property we did not carry out any intrusive investigations to determine the form of foundations or verify the condition of the foundations. Equally, it was not possible to inspect woodwork or other parts of the structure which were covered, unexposed or inaccessible.
- 2.5 Comments on services installation are based on a visual Building Surveyor's inspection and no testing or validation works have been undertaken on the services.
- 2.6 Where condition is referred to in this schedule, the description used is based on the following definitions:

DEFINITION	DESCRIPTION
New	New
Good	No significant defects, damage or deterioration noted.
Fair	Subject to some deterioration, wear and tear, but still serviceable and functioning adequately.
Poor	Subject to substantial deterioration, wear and tear, at/or approaching the end of its economic lifespan.

3. Construction Summary

- 3.1 The property is constructed of masonry construction with the original section of the building constructed of traditional masonry in a Flemish bond format with the later extension constructed of cavity wall construction. The roofs to the property comprise a combination of pitched and flat roof construction with the pitched roof finished in clay tiles and the flat roof areas finished using felt. Rainwater goods are eaves fixed uPVC which connect to downpipes discharging into the below ground drainage.

Finishes to the elevations comprise of roughcast render to the front left and rear left elevations with a combination of fair face brickwork and painted brickwork to the remaining elevations. The elevations incorporate single glazed units with timber frames.

- 3.2 This building has external areas are a combination of concrete paved, cast insitu concrete and soft landscaped areas which enclose the property to the north. The property is provided with a large car parking area to the south of the building.

- 3.3 Internally, the finishes comprise predominately of painted plaster ceiling and walls with isolated areas where tile wall finishes are installed to kitchen, WC's and bathrooms. Floor finishes vary throughout the premises with a combination of carpet, tile, vinyl and exposed timber floor boards. The property is fitted with a bar with associated beer pumps, WC's and commercial kitchen. The first floor comprises of a former residential living accommodation with Kitchen and bathroom.

4. Survey Methodology and Exclusions

- 4.1 No allowance has been made for a detailed MEP inspection of services within the property and all comments are based on a visual inspection from building surveyors' perspective. As the property is currently vacant no request for maintenance documents has been made.
- 4.2 No opening up of the structure or testing of services has been undertaken and the condition of concealed or inaccessible elements has not been commented upon. A copy of our standard limitations has been included at Appendix C.

5. Summary of Site and Condition

Roof Area

- 5.1 The pitched roofs to the property are generally in a poor condition, with numerous damaged or missing clay tiles. Evidence of historic leaks can be seen internally.

Any damaged or missing tiles should be replaced/reinstated as part of the repair works. Furthermore, there is a lack of insulation between the rafters or above the ceiling within the roof void. The property would benefit from the installation of insulation within the ceiling void to improve the thermal performance. Lead lined valley / upstands also are in poor condition and should be replaced as part of any repair works.



- 5.2 The felt covering to the flat roof areas are in poor condition with significant moss and algae growth covering the roof. The age of the roofs means they are likely reaching the end of their serviceable life and therefore recommend full replacement as part of any refurbishment works. Due to the need to replace the roof covering, building regulations Part L would require the thermal performance to be improved.



- 5.3 Rainwater goods are generally in a poor condition with failed seals, blockages and loose supports and will be contributing to issues of ingress. Rainwater goods require wholesale replacement.



Elevations

- 5.4 Rendered elevations are generally in fair condition with isolated hairline cracking and deboned sections of render. Areas of cracking and deboned render will require hacking off and reapplying as part of repair and refurbishment work.



- 5.5 Paint finishes to the to the render and brickwork are generally in poor decorative condition with general heavy soiling and the property would benefit from a full external redecoration to previously painted areas.



- 5.6 The timber framed windows are in a very poor condition with numerous broken panes and timber decay to the frames, cills, transoms and mullions. Works to replace all window should be undertaken with double glazed unit installed.



External Areas

- 5.7 Hard landscaped areas to the left and right of the property are in poor condition. The concrete paving slabs to the left hand side are uneven and subject to significant vegetation growth between the slabs. Repair works will require cutting back all vegetation, removing the slabs and relaying on a new substate replacing and damaged paving slabs. While removed all slabs should be cleaned. A full jet wash of the concrete hardstanding to the right of the property should be carried out removing all debris.



- 5.8 Two garages/sheds are installed to the right hand side of the property. These are in very poor condition and subject to their requirement, should either be demolished and removed from site or will require wholesale replacement with new structure and external building fabric.



- 5.9 Soft landscaped areas are generally in fair condition albeit has become overgrown in areas and would benefit from routine maintenance.



- 5.10 The car parking areas to the front of the property is generally in fair condition with isolated potholes and general surface deterioration of the tarmacadam surface and should be patch repaired as part of any refurbishment works. The line markings to the parking spaces are subject to significant deterioration and will require renewal.



Internal Areas

- 5.11 Internally, the finishes are in very poor condition and subject significant deterioration and damage and we recommend that all the finishes are stripped back to the substrate so repairs can be carried out. Following repairs to the substrate finishes can be reinstated.



- 5.12 Ceiling finishes are damaged beyond repair due to vandalism to the property. New plasterboard, skim coat and redecoration will be required throughout the property.



- 5.13 Wall finishes are damaged beyond repair either due to vandalism or subject to mould and rot. New plasterboard, skim coat and redecoration will be required throughout the property.



- 5.14 Floor finishes are also in poor condition with bowing and warped floors noted at ground level with full refurbishment of floor structure and finishes is required. Following repairs to the substrate a new latex screed will need to be applied to allow for new floor finishes.



- 5.15 Fixtures and fittings to the property are in poor condition and have been damaged during the period of inoccupation. Bar, sanitary installation, kitchen, and commercial kitchen will need to be stripped out and reinstated with new as part of any refurbishment.



- 5.16 Services to the property were not operational at the time of the inspection and had either been stripped out or vandalised / stolen. Therefore, full replacement and refurbishment including reconnection of services will be required in order to put the property back into repair.

APPENDICES

A. Internal Layout Plan

EXISTING SITE PLAN
1:250



Notes
Do not scale from this drawing. Use figured dimensions only. Figured dimensions are in millimetres. All levels are in metres. All dimensions and levels shall be verified on site before proceeding with works. Detailed site survey to be carried out to verify positions and level relationships with site features and ordnance survey.

	Application Boundary
	Land also with Applicant's Ownership

Michael Cruise Architects
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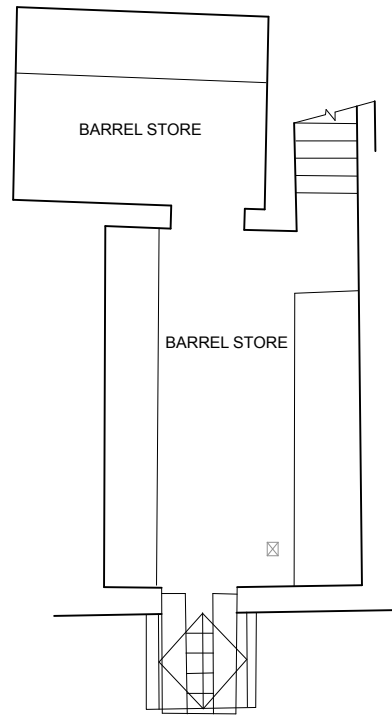
Client
3BY1 Ltd
25 Landswood Road
Oldbury
B68 9QE

Project
The Old Stags Head
65 Church Hill
Penn
Wolverhampton
WV4 5JB

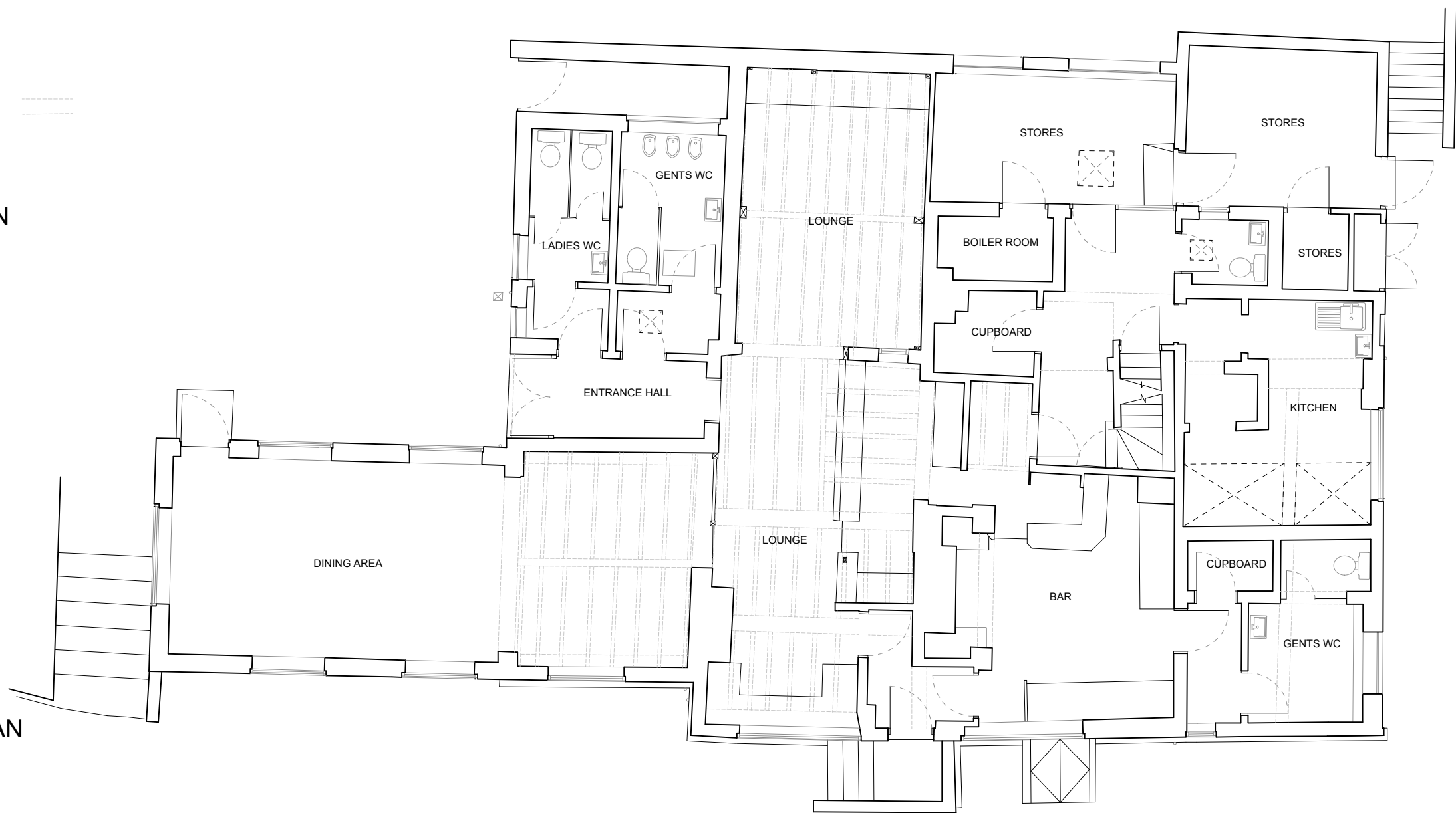
Rev	Date	Description

Date	August 2021	Scale	1:125@A1 / 1:250@A3
Drawing Title	EXISTING SITE PLAN	Issue	PLANNING
Drawing No	2009-PL-02	Rev	-





EXISTING CELLAR FLOOR PLAN
1:100



EXISTING GROUND FLOOR PLAN
1:100



Notes
Do not scale from this drawing. Use figured dimensions only. Figured dimensions are in millimetres. All levels are in metres. All dimensions and levels shall be verified on site before proceeding with works. Detailed site survey to be carried out to verify positions and level relationships with site features and ordnance survey.

Key

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Rev	Date	Description

Date
August 2021
Drawing Title
EXISTING GROUND FLOOR & CELLAR PLAN
Drawing No
2009-PL-03

Scale
1:100@A1 / 1:200@A3
Issue
PLANNING
Rev
-



EXISTING FIRST FLOOR PLAN
1:100



Notes
Do not scale from this drawing. Use figured dimensions only. Figured dimensions are in millimetres. All levels are in metres. All dimensions and levels shall be verified on site before proceeding with works. Detailed site survey to be carried out to verify positions and level relationships with site features and ordnance survey.

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Rev	Date	Description

Date	August 2021
Drawing Title	EXISTING FIRST FLOOR PLAN
Drawing No	2009-PL-04

Scale	1:50@A1 / 1:100@A3
Issue	PLANNING
Rev	-

B. Budget Costs

Budget Costs

3B1Y Lim 3B1Y Limited

Repair & Refurbishment Works

Old Stags Head, 65 Church Hill, Penn, Wolverhampton WV4 5JB



Item	Description	Budget Cost
1.0	Enabling Works	
1.1	Asbestos Demolition & Refurbishment Survey.	£2,250.00
1.2	PSUM - Asbestos Removal.	£5,000.00
1.3	Below ground drainage survey.	£2,250.00
1.4	PSUM Below ground Drainage Repair.	£20,000.00
1.5	Scaffold Access.	£12,780.00
1.6	Undertake full validation of existing services.	£5,000.00
2.0	External Works	
2.1	Pitched Roof Works	
2.1.1	Strip clay tile roof covering including existing battens and felt.	£2,635.00
2.1.2	Replace any missing/damaged tiles.	£500.00
2.1.3	PSUM - allowance for repairs to the roof structure including but not limited to rafters, ridge board, wall plates etc.	£15,000.00
2.1.4	Provide and install new battens and breathable felt underlay and reinstate existing clay tiles.	£16,275.00
2.1.6	Replace existing lead detailing including but not limited to lead line valley/gutters and stepped flashing details.	£7,500.00
2.1.7	Remove and dispose of existing rainwater goods and install new gutters and down pipes to match existing arrangement.	£2,090.00
2.1.8	Replace all timber fascia boards.	£1,375.00
2.2	Flat Roof Works	
2.2.1	Strip up existing felt roof covering including allowance to clear vegetation growth.	£1,344.00
2.2.2	Carry out repairs / replace any moisture damaged sections of the timber deck ready to receive new waterproof covering.	£8,064.00
2.2.3	Supply and install new felt roof covering with new insulation to meet current building regulations.	£12,320.00
2.2.4	Remove and dispose of existing roof light and supply and install new timber framed polycarbonate roof lights as per existing location.	£2,200.00
2.3	Elevation Works	
2.3.1	Hack off any hollow, de-bonded and cracked render and reapply new rough cast render to match existing.	£3,400.00
2.3.2	Fully and professionally clean all elevations including render, painted brick and fair face brick.	£1,420.00
2.3.3	Where any bricks/mortar is damaged, allow to cut out damaged bricks, rake out defective mortar and repoint using a lime mortar.	£12,500.00
2.3.4	Reinstate brickwork where redundant service penetrations are no longer required.	£1,500.00
2.3.5	Remove all windows and replace with new double glazed equivalents to existing locations.	£24,150.00
2.3.6	Remove all existing external doors and provide new modern equivalent.	£3,150.00
2.3.7	Prepare and redecorate all previously decorate finishes to the elevations including all render, masonry, timbers, metalwork and fixtures/fittings.	£3,124.00

2.4	External Areas	
2.4.1	Clear and dispose all rubbish including the demolition of the two external structures.	£1,200.00
2.4.2	Cut back all soft landscaped areas and de-weed all hard landscaping.	£9,080.00
2.4.3	Jet wash all hard standing areas.	£1,275.00
2.4.4	Undertake repair to the concrete hardstanding.	£2,500.00
2.4.5	Remove concrete paviours and set aside for reuse. Prepare substrate to ensure level. Relay concrete paviours and replace any which are damaged.	£6,612.00
3.0	Internal Works	
3.1	Strip out	
3.1.1	Strip out all remaining loose fixtures and fittings.	£1,500.00
3.1.2	Strip out all ceiling finishes exposing substrate.	£2,480.00
3.1.3	Strip out all wall finishes exposing substrate.	£6,960.00
3.1.4	Strip out all floor finishes exposing substrate.	£2,480.00
3.1.5	Strip out all WC's including all sanitary installations etc.	£4,800.00
3.1.6	Strip out bar fixings and fittings.	£1,500.00
3.1.7	Strip out commercial kitchen including all cookers, hoods, ducting etc .	£3,500.00
3.1.8	Strip all lighting, wiring including distribution board.	£4,650.00
3.1.9	Strip out any remaining pipework / heating to the unit including boiler.	£3,720.00
3.2	Repairs	
3.2.1	PSUM - Undertake repairs to floor joists.	£25,000.00
3.2.2	PSUM - Undertake repairs to exposed wall substrate	£10,000.00
3.2.3	PSUM - Undertake screed repairs where required.	£15,000.00
3.3	Services Installations	
3.3.1	Install new gas fired boiler including all associated pipework and radiators.	£20,150.00
3.3.2	Install new Hot and Cold water supply throughout the property.	£18,910.00
3.3.3	Install new electrical distribution boards including associated wiring.	£25,730.00
3.3.4	Reinstate incoming gas supply including all associated pipework where required.	£0.00
3.3.5	Lighting Installations inc. controls and luminaires	£19,530.00
3.3.6	Small power installations	£2,418.00
3.3.7	Fire Alarm installations Inc. fire alarm panel, smoke/heat detection and emergency lighting.	£3,875.00
3.3.8	Commission all service installation.	£2,500.00
3.4	Fit out	
3.4.1	Allowance for the supply and installation of new internal timber stud partitions.	£1,300.00
3.4.2	Supply and install new internal door sets including all ironmongery etc.	£7,650.00
3.4.3	Apply plasterboard and skim coat to ceilings throughout inc. decoration.	£13,950.00
3.4.4	Apply two coats of lightweight plaster with emulsion paint to all walls.	£30,450.00
3.4.5	Install ceramic tile wall finishes to WC's and other isolated areas.	£1,850.00
3.4.6	Allow to apply new latex screed finish.	£2,790.00
3.4.7	Supply and install new floor finishes throughout.	£13,950.00
3.4.8	Bespoke joinery for new bar.	£8,000.00
3.4.9	Supply and install new sanitary installations to the WC in existing locations.	£18,000.00
3.4.10	Supply and install new commercial grade kitchen.	£10,000.00
3.4.11	Supply and install new residential style kitchen.	£3,500.00

4.0	Works Sub-Total	£472,637.00
4.1	Contractor Prelims at 10%	£47,263.70
4.2	Contractor OH&P at 8%	£37,810.96
4.3	Contingency at 10%	£47,263.70
5.0	Works Total	£604,975.36
6.0	Design & Contract Administration at 12%	£72,597.04
7.0	MEP Engineer at 3%	£18,149.26
8.0	Structural Engineer at 2%	£12,099.51
9.0	Principal Designer at 1%	£6,049.75
10.0	Planning Consultant - fixed price	£1,500.00
11.0	Building Control / Approved Inspector - fixed price	£1,200.00
12.0	Professional Fees Sub-Total	£111,595.56
13.0	Total Cost of Works	£716,570.92

Notes: The above Indicative programme is subject to change following:

- Inclusion of VAT.
- Inflationary changes.
- Confirmation of a defined scope.
- Contractors competitive Tender process.
- Confirmation to proceed (The above costs are as of March 2023).
- Changes in government policies such as Brexit etc.

C. Indicative Programme

D. Colliers Limitations

Extent of Survey and Limitations

Section 1 shall apply to all our appointments. The relevant sections 2 to 8 will only apply where the terms of our appointment state we are providing the corresponding service. For example, where we are appointed to provide a pre-acquisition survey, sections 1 and 2 below will apply to that appointment.

1. Standard Limitations

Inspection and Concealed Parts: Our report will cover all parts of the site made available to us during our visual inspection of the property, which is normally and safely accessible without the use of ladders, and therefore exclude all ceiling, wall and floor voids unless stated within the report. Where inspection of roof areas by use of access hoists or a drone is required this will be agreed with you prior to inspection. The structure and fabric will not be opened up for further investigation. Those parts of the building and engineering services that are concealed, inaccessible or covered will not be inspected and confirmation that such parts are free from defects cannot be provided. Where we feel further investigation is merited, reference will be made in our report. Our services survey is based on a visual inspection and comment on the condition and the quality of the installation relating to normal good standards. We will specifically exclude tests relating to the performance of any heating, air conditioning or ventilation systems, pipe pressure tests, electrical or drainage tests. The omission of such tests might give risks to the fact that certain problems could exist which are not reflected in our report. No inspection or comment is made on the below ground drainage installations or service conduits unless instructed otherwise.

Occupied Buildings: Where buildings are occupied at the time of our inspection access to some areas may be restricted or denied although these areas will be noted in our report. Regardless of occupation, we will not lift fitted carpets, nor disturb any part of the fabric or fittings which are fixed or may cause damage.

Budget Costs: Where budget costs are included in our report, these costs are for guidance purposes only and will not be calculated from measured quantities but will be based on knowledge and experience of similar repair or replacement situations. Costs are inclusive of contractor's preliminaries but exclusive of all contingencies, professional fees and VAT. They will be based on current prices and no allowances will be made for inflation. Access costs for high level works will be included. There will be no allowances for loss or damage as a result of force majeure, terrorism, discovery or removal of any deleterious materials or out of hours working. Estimates are not to be thought of as a substitute for obtaining competitive quotations from reputable contractors. We will not investigate whether the cost of carrying out all necessary works immediately will be

different in cost to carrying them out individually, as and when required.

Specialist Sub-Consultants / Sub-Contractors: Where specialist consultants or contractors are engaged on your behalf. We may make reference to their findings in our report, but this should not be considered as a substitute for reading their report in its entirety, nor can we take responsibility for their conclusion.

Compliance with Legislation: In respect of planning permissions and building regulations consents we will review relevant documentation made available to us and liaise with your lawyers in this regard. If documentation is missing we will record this as a risk in our report, as should your lawyer. Our inspection will involve a review of the state of compliance with Statutory Requirements such as Workplace Regulations, Fire Regulations, Equality Act and other relevant matters. We will provide general comments on these matters in our report. Please note that compliance with these Regulations often requires a more detailed specialist study and / or the preparation of a risk assessment. Such studies and risk assessments are beyond the scope of our report. Where appropriate we will make recommendations for further specialist surveys.

Weather conditions: Our inspection may be restricted by the prevailing weather conditions at the time of our inspection.

Communicable Disease – we shall not be liable in respect of any Claim, circumstance, loss or Defence Cost that arise as a result of, or is connected in any way, directly or indirectly with;

- a) A *Communicable Disease* or the fear or threat (whether actual or perceived) of a *Communicable Disease* regardless of any other cause or event contributing concurrently or in any other sequence thereto;
- b) any action taken to control, prevent, isolate, quarantine, suppress, mitigate or in any way relating to any actual or suspected outbreak of any *Communicable Disease* or the fear or threat (whether actual or perceived) of a *Communicable Disease*;
- c) instructions, orders, requests, restrictions or limitations given by any national or local government, regulatory or statutory body, health authority or organisation relating to any *Communicable Disease*.

A *Communicable Disease* means any disease which can be transmitted by means of any substance, medium or agent from any organism to another organism where:

- i. the substance, medium or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- ii. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- iii. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

Reliance and disclosure: The issued findings or reports following our inspection are for the addressee's use only and no liability will be accepted to any third party. Neither the whole or any part of the report may be published or disclosed to a third party without our prior written approval.

Deleterious and Hazardous Materials

Generally: Our report and survey excludes any investigation into the unsuitable use of deleterious or hazardous materials except in so far as such matters may come to our knowledge in the normal course of inspecting the property and state of repair. We will advise you if we consider there is a significant possibility that deleterious or hazardous materials exist at the property, although we will not undertake or commission specific inspections, laboratory testing or reports unless this possibility has been raised by us as a concern and further instructions received which in any event will be confined to the following: admixtures / aggregates in concrete, asbestos, brick slips, calcium silicate brickwork, high alumina cement, lead, urea formaldehyde foam, woodwool cement slab (used as permanent shuttering), aluminium composite panels, thin stone panels.

Many factors including location, use, design and quantity determine whether a material is deleterious or not and, therefore, the inclusion in the material in the above list does not, of itself, imply that it is deleterious.

As a result of the Grenfell tower fire in 2017, external cladding systems including the materials used in them remain under intense scrutiny. There continues to be wide-ranging discussions in the Construction Industry over the use of combustible cladding materials, particularly (but not limited to) to buildings in excess of 18m in height or over 6 storeys. In our report, we will report on the suspected use of any combustible materials where this can be ascertained from a review of as-built information, or if it is suspected from our inspection. However, it may not be possible to ascertain purely from a visual inspection the presence or not

of combustible materials and we cannot be held liable for not identifying their presence in such circumstances.

Where composite cladding panels may be identified in our report we confirm that no intrusive testing will be undertaken to determine the type of insulation, classification of the insulating core or whether this is approved by the Loss Prevention Certification Board (LPCB) unless instructed otherwise.

Concrete: Where instructed to undertake a concrete investigation, our specialist report will be based on a visual examination of the concrete structure in sample test locations only. Whilst such test locations are chosen to be representative of the structure as a whole, we are not able to confirm that the structure is free from structural defects other than deleterious effect of HAC, chlorides and reinforcement corrosion durability.

Asbestos: Where instructed to undertake a specialist asbestos survey, we cannot guarantee that all asbestos containing materials will be identified, despite the best endeavours of our asbestos sub-consultant. Where instructed, every effort will be made to remove representative samples however it is possible that indiscriminate uses of asbestos may be present between sample locations of otherwise visually similar materials. An asbestos management survey is non-destructive and includes an inspection within accessible ceiling voids, above loose laid removable tiles, inside openable risers and cupboards, within accessible risers and behind removable casings.

Similarly access within lift shafts, live electrical equipment and mechanical plant may be restricted. A Refurbishment and Demolition asbestos survey is destructive and includes an inspection within accessible ceiling voids, above loose laid removable tiles, inside openable risers and cupboards, within accessible risers and behind removable casings. Representative areas of each element of building fabric will be intrusively opened up to inspect for the presence of ACM's behind built-in ducts, voids or similar enclosed or concealed areas within the building fabric. No intrusive work will be undertaken within the structural framework, concrete floors and masonry walls.

Environmental issues: Save where we are commissioned to provide environmental services (in which case the relevant section of this document shall apply), the following applies. We will not carry out nor commission formal enquiries or tests relating to potential soil or ground contamination, or the ground bearing conditions of the site or neighbouring land. We will not carry out any searches with statutory bodies to establish any mining or landfill issues, and associated potential subsidence risk as a result of historic site operations. Whilst we will comment on any potential contamination issues apparent from our survey, our report will not constitute an environmental report. You are advised to procure your own environmental reporting, but we will be happy to arrange audits, reports or tests on your behalf, by specialist consultants, who are to be directly appointed by you, if required. You should ensure that your

solicitors obtain as much information as possible about the prior use of the land. Such information should be revealed to us as soon as possible as it may materially affect our/ or the consultant's advice to you. Such advice may include recommendations for testing or obtaining a warranty.

We have no liability in relation to the presence of low frequency electronic fields, radiation, toxic mould, and the presence of Japanese Knotweed or other invasive plant species as defined in the Wildlife and Countryside Act 1981 or the Environmental Protection Act 1990. We may however note their apparent presence for investigation by others as appropriate.

Mechanical and Electrical Surveys

Generally: Our survey and report is compiled under the brief to visually inspect and comment on the condition and the quality of the installation relating to normal good standards in the building services industry as dictated by CIBSE and IEE's current recommendations and standards without testing or dismantling of the plant. Where appropriate, we have provided an overview of the lift installations, which was carried out by the attending building services consultant.

Budget Costs: Any costs indicated within this report are based on our best assessment of the situation and the work involved at current prices and should not be taken as firm costs for the items of work detailed. To provide more accurate costs an investigation will be required in greater detail for individual items of the plant and systems, and may involve the employment of specialists where appropriate.

This overview provides a description of the lift services and general condition other than inspection of the lift shafts and associated equipment.

There are occasions when the building services will be inspected by a building surveyor rather than a mechanical and electrical consultant and we will advise within the fee quotation. In this case, if you require a survey by a mechanical and electrical consultant, you should confirm this prior to our inspection.

Concealed Parts: We have not inspected parts of the Engineering Services which are encased, covered up, or otherwise made inaccessible in a normal course of construction, alteration, or fitting out. We will not carry out any internal inspection of the plant/systems.

Design Analysis: No definitive calculations have been undertaken to determine the capacity or performance of the plant items, nor have performance tests been carried out on any of the systems or plant items. Design analysis of the systems has been undertaken using generally accepted design criteria both past and present, primarily to establish the principles of design. We have specifically excluded tests relating to the performance or efficiency of any heating, air conditioning, or ventilation systems, pipe pressure tests,

electrical or drainage tests. The omission of such tests might give rise to the fact that certain problems could exist which are not reflected in this report. We would point out that during the course of our building services survey we did not carry out an inspection of the below ground services.

Deleterious & Hazardous Materials: Our report and survey excludes any investigation into structural engineering design, compliance with legislation relating to buildings, or the unsuitable use of high alumina cement or calcium chloride, calcium silicate brickwork, alkali-silicate reaction in concrete, cavity wall tie failure, radon gas seepage, woodwool slab permanent shuttering, asbestos or PCB's or other materials considered as deleterious in construction, except insofar as such matters may come to knowledge in the normal course of inspecting the materials and state of repair.

White Goods & Data: This report does not include an inspection of the white goods, catering and vending equipment, telecommunication, data or wireless systems installed within the property. We are unable to comment, advise or identify items that are reliant on day/date dependent embedded chips.

Rights of Way / Support / Light

Where necessary we will comment on apparent rights of way / support or light which may be visible or suspected albeit our comments will be outline in nature and without any detailed investigations.

2. Pre Acquisition Survey

Compliance with Legislation: Our inspection will involve a general review of the state of compliance with Statutory Requirements such as the Building Regulations, Workplace Regulations, Fire Regulations, Equality Act and other relevant matters applicable within the relevant country. Please note that compliance with these Regulations often requires a more detailed specialist study and/ or the preparation of a risk assessment. Such studies and risk assessments are beyond the scope of our report.

3. Environmental

Desk Based Risk Assessment: The risk assessment is dictated by the finite data on which it is based and is relevant only for the purpose of which the report is commissioned. If additional information or data becomes available which may affect the opinions expressed in our report, we reserve the right to review such information and, if warranted, to modify the risk assessment accordingly. We reserve the right to charge an additional fee for un-anticipated second opinion reviewing of previous reports.

The survey excludes intrusive opening up of the building fabric. Accordingly, an inspection is not undertaken behind built-in ducts, voids or similar enclosed or concealed areas within the structure and fabric.

Compliance with Legislation: The environmental risk assessment will be undertaken with due regard to Contaminated Land Guidance documents (available and relevant at the time of issuing our report) issued by (but not limited to) the Environmental Protection Act Part IIA 1990, Department for Environment, Food and Rural Affairs (DEFRA) and its predecessors, the Environment Agency (and its devolved equivalents), British Standards Institute (BSI), the Royal Institution of Chartered Surveyors (RICS) and the American Society for Testing and Materials (ASTM) Standard E 1527-00. No liability can be accepted for the effects of any future changes to such guidelines and legislation. In the event that guidance / legislation changes it may be necessary for us to update or modify reports.

Content of Report: Our Phase I Environmental Audit will be based on a visual inspection of the site, a review of available historical and environmental setting records, consultations with site representatives, pertinent information provided from the client and regulatory consultations. No samples will be taken as part of this study.

Generic Risk Assessment: The risk assessment is dictated by the finite data on which it is based and is relevant only for the purpose of which the report is commissioned. If additional information or data becomes available which may affect the opinions expressed in our report, we reserve the right to review such information and, if warranted, to modify the risk assessment accordingly. We reserve the right to charge an additional fee for un-anticipated second opinion reviewing of previous reports.

The survey excludes intrusive opening up of the building fabric. Accordingly, an inspection is not undertaken behind built-in ducts, voids or similar enclosed or concealed areas within the structure and fabric. Where necessary we will comment on apparent rights of way / support or light which may be visible or suspected albeit our comments will be outline in nature and without any detailed investigations.

Phase 2 Site Investigation

Content of report: The content and findings of the report will be based on data obtained by employing site assessment methods and techniques, considered appropriate to the site as far as can be interpreted from desk based materials and a visual walkover of the site. Such techniques and methods are subject to limitations and constraints set out in the report. The findings and opinions are relevant at the time of writing, and should not be relied upon at a substantially later date as site conditions can change. For example, seasonal groundwater levels, natural degradation of contaminants etc. No liability is accepted for areas not covered by the investigation.

Risk Assessment: The opinions and findings conveyed via the report will be based on information obtained from a variety of sources as detailed by the report. The information should not be treated as exhaustive but is, in good faith, considered as representative as possible of the site conditions when considering constraints set out by the

report. The risk assessment will be completed in line with current industry practices but is not a guarantee that the site is free of hazardous conditions. The risk assessment is completed in line with the relevant land use agreed for the site and the time of completing the works. Changes to site conditions or land use may require a reassessment.

Unforeseen Contamination: Where Colliers is responsible for directing the number and location of exploratory holes, it shall exercise all the reasonable skill, care and diligence to be expected of a properly qualified and competent member of the Consultant's profession experienced in performing such services, taking into account site conditions, and available knowledge, as well as access, budgetary and scheduling constraints. Subject to having complied with the foregoing: (1) no liability can be accepted for the conditions that have not been revealed by the exploratory hole locations, or those which occur between each location and (2) whilst every effort will be made to interpolate the conditions between exploratory locations, such information is only indicative and liability cannot be accepted for its accuracy. By their nature, it is generally the case that exploratory holes provide a relatively small and localised snapshot of the ground conditions relative to the size of the site.

Buried Services: Whilst reasonable efforts will be taken to avoid buried services, we accept no liability for damage to services which have not been accurately identified in advance of site works.

Flooding: Our commentary is only based on the publicly available mapping available via the EA, NRW or SEPA at the time of writing and we cannot accept any liability where the information is updated following the issue of our report.

4. Dilapidations

Generally: We will assume unless otherwise requested that we are engaged as an advisor to prepare or comment on a schedule or claim which is distinct from an instruction to act as an expert witness. However, in discharging the advisory role it is always necessary for us to take account of considerations relating to expert witnesses as set out in the current Practice Statement and Guidance Note for Surveyors Acting as Expert Witnesses by the Royal Institute of Chartered Surveyors, a copy of which can be provided on request. This states that the primary function, and duty, of an expert witness is to assist the court on matters within their expertise.

Ongoing Advice: Our dilapidations advice aims to provide you with an informed opinion as to the anticipated level of liability/claim. Changes in case law, statute and the passage of time may affect the accuracy of our advice; it is therefore important that our advice is reviewed at regular intervals and, in particular, prior to the expiry of the lease.

Documentation Provided: Our assessments can only be as accurate as the information provided to us; it is therefore

important that the most complete set of documentation possible is provided in order for the best advice to be given. We cannot take any responsibility for distorted findings resulting from deficient, incorrect or incomplete information.

Estimated Settlement: When an estimate of settlement is provided at any time prior to concluding the claim, this is for guidance only and should never be taken as a definitive evaluation of the likely damages which may fall due.

Final Settlement: Settlements can be limited by S.18(1) of the Landlord & Tenant Act 1927 and the common law principles to the diminution in the value of the Landlord's reversion, regardless of the cost of works and other heads of claim. We will advise you if we consider that a formal valuation (commonly known as a Section 18 valuation) is necessary.

A claim based on the cost of the works may also be capped or even extinguished if it can be shown that the premises are to be altered or demolished after the expiry of the lease. Landlords should advise us if this is the case. Again, we will advise you if we consider that a Section 18 valuation is necessary. Where no formal release is provided by a Landlord we reserve the right to charge on a time expended basis.

Solicitors: In some cases it may be necessary to liaise with a solicitor on matters of strict legal interpretation. In the event of litigation, our communications with surveyors and other experts, including solicitors, may not be privileged.

Your legal advisors need to advise you on compliance with break notices as we only look at dilapidation liabilities under a lease and there may be other liabilities which impact on the break such as vacant possession, payment of rent, etc. Your legal advisors will be responsible for service of any schedules / notices. If you do not use a lawyer then we cannot accept any liability for incorrect service of schedules / notices.

Your legal advisors will be responsible for agreeing the wording of any forms of release used to record agreement on a financial settlement. If you do not use a lawyer then we cannot accept any liability for incorrect wording in helping to conclude matters between parties.

Heads of Claim

Loss of Rent, Rates, Service Charge, etc.: For the purposes of the calculation of a loss of rent (and where applicable, service charge) claim we will provide an assessment of the period that it is likely to take to procure and complete works identified in the Schedule of Dilapidations. However, the applicability of such a claim will depend on market conditions prevailing at the end of the term and require initial input from your appointed letting agents shortly before lease expiry. Unless specifically agreed or stated within the lease, we will not include finance charges, loss of rates and other similar items in our assessments/claims.

Fees: We will include an allowance for legal fees only for the service of Schedules of Dilapidations in our assessments and claims. Surveyors' fees for the preparation and service of schedules will be included but other professionals' fees (such as building services or structural engineers) will not be included unless otherwise stated. All professional fees included will be estimates.

VAT: VAT may form part of a claim and is subject to the VAT status of the property and parties to the lease. The total claim (of which VAT may form part) is a damages payment that Customs and Excise do not deem a taxable supply. Invoices are not usually issued by landlords to tenants for this reason.

Contamination: We will include in our assessment any obvious contamination issues but we will not undertake any tests or investigation of current or previous uses of the site or adjoining land. We will advise you where we consider a need for specialist advice.

5. Energy Performance Certificates

Generally: This work is usually undertaken in three stages being:

1. Site inspection and research;
2. Data inputting and Calculating the Certificate; and
3. Lodging the certificate and reporting to the client.

We will initially determine the level of complexity of the building from the information provided by the client. Should it be determined during the site inspection that the complexity of the building and/or its services makes the standard assessment methodology inappropriate, this will be drawn to the attention of the client and a revised proposal will be submitted for sub-consulting the assessment to enable Dynamic Simulation Modelling (DSM) to be carried out.

Fees: Our fee quote is based on the assumption that the building can be inspected in one visit with unrestricted access to all areas. If we find that access is restricted to some parts of the building and that a return visit is required we will invoice all additional time on a time charge basis.

Where keys are held remotely from the property we will charge an additional fee on a time charge basis to cover our time in collecting and returning the keys. Where an instruction is made on the basis that plans are available the following applies:

- Plans must be to scale.
- Plans must accurately show the current layout of the premises.
- Plans must be provided at the time of appointment or before inspection.

Where plans are not immediately available and we are expected to recover them from other parties an additional charge may be made to cover our time in this regard.

Site Inspection: The nature of a building's construction will not always be obvious from a visual inspection alone. Where sectional details are not available we will use the inference values provided in iSBEM. Where these are poor and possibly have an effect on the banding/rating of the property we may advise the client to consider opening up elements of the property so that more accurate construction details can be obtained. Opening up works will fall outside the initial fee agreement and we reserve the right to invoice our time for this separately.

Lifespan/Carbon Checker: We will generate the EPCs using Lifespan. This system is a software application tool that provides an interface to enable the user to enter data into DCLG's SBEM (Simplified Building Energy Model). SBEM is at the heart of all government approved interface tools and whilst it has been passed for use, and Lifespan is an accredited software tool, there are inherent built in faults with the software that may affect the final rating. Although some tests have been undertaken to establish the accuracy of this software. We accept no responsibility for the software's accuracy.

Reporting and Advice: The EPC generates a Recommendations Report within which advice is given for the building owner to upgrade the building's efficiency performance. The advice is generic and in some cases is not considered to be relevant. Where we consider the advice to be poor, we will tailor the report to more accurately reflect the requirements of the building. The recommendations given in the report are not mandatory, so where a building owner implements improvement works based on the recommendations we would expect them to discuss the proposals in more detail before any expense is incurred.

Documentation Provided: We cannot take responsibility for the accuracy of any information provided by others for the purpose of carrying out the assessments. Similarly we cannot take responsibility where information to be provided is missing or its provision is delayed and that information conflicts with our assessment. Where such documents become available we recommend that copies are forwarded to us immediately in order that any advice provided can be refined.

6. Bank or Fund Monitoring

Our report is based upon discussions with the borrower (being the person to whom our client, a funder, is lending money), as well as reports, records and data provided by the borrower or on their behalf ("Information"). We will use our professional judgement and experience to evaluate and interrogate the Information, however we are not auditing the Information and we cannot guarantee that it is accurate and complete in all respects. It is the borrower's duty to ensure that the Information is accurate and complete, and

we shall not be liable for any errors or omissions in the Information, or for losses arising as a result of such errors or omissions.

7. Rights of Light and Daylight

Where necessary we will comment on apparent rights of way / support or light which may be visible or suspected albeit our comments will be outline in nature and without any detailed investigations.

Generally

This work is usually undertaken in three stages being:

1. Site inspection and research;
2. Modelling and testing; and
3. Reporting and provision of advice.

Analyses are often reliant on third party advice and particularly in relation to initial RoL and DSO studies based on a number of assumptions relating to the surrounding buildings. The RoL work also involves legal and valuation matters on which we may offer opinions but should be verified by reference to appropriate specialist consultants.

Site Inspection

Whilst we will endeavour to undertake a thorough review of the buildings surrounding the site, where certain parts are not readily visible from vantage points available to us, we cannot guarantee that all relevant receptors will be included. Assumptions may be made as to the presence and position of windows situated on elevations of existing buildings, which cannot be readily seen. To prevent alarm and respect privacy of neighbouring occupiers, close inspection of windows in neighbouring buildings may not be possible and this may affect the quality and accuracy of information taken on site. Assumptions will be made as to room size, use and layout where necessary. No topographical survey of site levels or elevation detailing will be undertaken. Should precise dimensions and window locations be required, we would recommend that separate topographical land, building and elevation surveys are instructed and provided in AutoCAD format.

Research

Limited research will be undertaken where necessary to determine:

1. Age of buildings;
2. Historic site development;
3. Legal constraints; and
4. Planning policies.

Where necessary to assist research, historic maps, aerial photographs and Land Registry title documents may be purchased and charged as disbursements.

Modelling & Testing

3D Modelling is usually undertaken using AutoCAD software. Unless provided with accurate topographical survey information relating to levels and elevation detailing, approximate dimensions will be used from limited measurements taken on site, available OS data and 'brick counting' from photographs. Where necessary we may buy third party photogrammetry models as a starting point for creating our models. The cost of same will be

charged as a disbursement. Tests are usually undertaken using software licensed to us by Waterslade/MBS Survey Software. Although some tests have been undertaken to establish the accuracy of this software we take no responsibility for the software's accuracy.

Reporting and Advice

Reports and advice will usually be based on a number of assumptions and with reliance on third party information. Where assumptions have been made, these will usually be stated and recommendations will be given for further work required. Where specialist legal, planning and/or valuation advice is required, recommendations for same will be highlighted within our report or separately.

Third Party Advice and Products

Our processes include the use of third party advice and products such as:

1. Ordinance Survey data;
2. Title documents;
3. Baseline models;
4. Topographic surveys;
5. Aerial photography;
6. Architects' drawings; and
7. Local authority archive information.

Whilst we will review this information for accuracy insofar as required for our assessments, we do not accept any liability for inaccuracies in third party information or loss or damage arising from some.

Valuation of Damages

Where appropriate we will provide book value damages estimates for right to light infringements.

Valuations Will Be

- Based on assumed rents and yields;
- Formulated in accordance with standard industry practice;
- Given at current prices; no adjustments will be made for future inflation;
- Quoted as budget estimates only and are not to be thought of as a substitute for obtaining specialist valuation advice;
- Exclusive of both parties' professional fees;
- Exclusive of any taxes that may be applicable i.e. VAT/SDLT.

We Will Not

- Provide valuations based on development gain or profit share method.

8. Party Wall Terms – Building Owner and Adjoining Owner

Surveyors Appointment

References to 'Appointing Owner' and 'Building Owner' are references to you. References to 'Adjoining Owner' relate to the owner/s of the neighbouring property adjacent to your work that is or may be subject to the Act.

To administer the requirements of the Act surveyors need a

written appointment. The appointment must be an individual and cannot be a company. Liability for work undertaken remains solely with us and not the appointed individual under the Act. We will provide a draft letter of appointment which must be completed and returned to confirm the appointment at or before the point at which there is either a deemed or actual dispute.

The letter of appointment must be signed by the Appointing Owner, or an agent with specific authorisation to sign on your behalf.

Once the appointment is confirmed it cannot be retracted or determined except if the surveyor appointed declares themselves incapable of acting in certain circumstances as prescribed by the Act. You should be aware that appointments follow a statutory procedure which requires the appointed surveyor(s) to work within the jurisdiction of the Act by administering its provisions fairly and impartially.

Fees

You are contractually responsible for payment of your surveyor's fee and those of the Adjoining Owner where we advise it is reasonable to do so.

An Award will generally determine that the Building Owner is responsible to pay the fee of both appointed surveyors. However, specific circumstances may mean this is not always the case. For example, fees may be apportioned between Owners if they both benefit from the works.

We reserve the right to charge additional fees in relation to changes in the design or scope of the works that requires addendum Award(s) or new Notice(s).

We reserve the right to charge additional fees in relation to assessing claims for damage and awarding any necessary compensation or making good.

Fees – Specialist Consultants

In some circumstances appointed Surveyors may suggest that specialists such as engineers or solicitors are appointed to assist in matters directly related to the administration of the Act or determination of the dispute.

The contract and responsibility for fees in relation to this appointment will be between the specialist and you. You are also likely to be responsible for the reasonable fees of the Adjoining Owner's Specialist Consultants' fees.

Boundary Determination

Whether a wall is built up to, or astride the boundary is not always easy to determine. Sometimes this can only be established by reviewing title deeds and with the assistance of a solicitor. Our advice without the benefit of title information is very much outline and will be based on certain assumptions.

Timescales

Whilst we will liaise with the design team and contractor to procure information required for Notices and Awards, it is outside our control if information from the design team and/or contractor is either incorrect in terms of design or

level of detail, or is not provided to us in good time.

Information for the Award

The design team and appointed contractor are responsible to provide the information requested to be included within the Award. Where possible we will give an indication of the likely information that will be required. We are not responsible for any delay to action requests for information that may impact the development programme.

Right of Access

In certain circumstances the Act allows the Building Owner to access the Adjoining Owner's land for the purpose of executing work in pursuance of the Act. Our fee does not include for discussing access to works that are not in pursuance of the Act and if that is required, a separate agreement and fee will be given.

Security for Expenses

We will not hold monies for Security for Expenses. It is usual practice that any sum agreed will be held in a solicitor's client account sometimes managed as an escrow account and only released on signature of two of the three surveyors.

Where relevant, the terms and conditions in relation to Security for Expenses will be set out in the Award.

Third Surveyor Referrals

The appointed surveyors are required to appoint a Third Surveyor to determine any disputed matters. If referral of a disputed matter to the third surveyor is necessary, the procedure will be set out to you, along with any cost implications.

We may charge an additional fee for time relating to matters incidental to third surveyor referrals.

General

We will make all reasonable efforts to identify the Adjoining Owner(s) of a property by making checks with the Land Registry (with the cost charged as a disbursement). We cannot accept any liability it after making reasonable enquiries, we do not manage to ascertain all Adjoining Owners with an interest in the property.

The ability to agree an Award is very much linked to the quality and level of detail that is provided from the design team and/or contractor. We cannot accept responsibility if the Information provided is insufficient to enable completion of an Award.

We do not accept any liability arising from the loss or delay in delivery of Notices by the Royal Mail or other carriers.

Where the depth of foundations is unknown and in the absence of any information such as trial pit Information, we will make a reasonable estimate on the foundation depth.

Our schedules of condition in relation to the Act only extend to the area of the property in close proximity to the notifiable work and will not unless considered necessary, extend to a full record of the condition of the entire Adjoining Owner's property.



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