**JOB REFERENCE: J44640** 

# PROPERTY REPORT AND NEGOTIATION DOCUMENT

XXXX Margate, Kent. CT9 XXX



**FOR** 

Mr X

Prepared by:

INDEPENDENT CHARTERED SURVEYORS



Marketing by:

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# INTRODUCTION

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

The Old Woolworths XXXX Margate Kent CT9 XXX

We inspected the property on XXXX

We have prepared a Schedule of Condition and a complimentary Property Report. The Property Report gives you advice on what we consider are the key property issues, it is not a Structural Survey or Building Survey.

The Schedule of Condition relates to the lease you are considering and helps protect you against future liabilities from dilapidations claims if legally appended to the lease.

Dilapidations defined:

Dilapidations is a legal claim against you regard to the covenants within your lease which you have not kept to the standard required by the lease. The covenants typically divide into Repair, Redecoration, Reinstatement and Statutory Regulations. Your Legal Advisor should fully inform you about Dilapidations claims.

### **Full Repairing and Insuring Lease**

We assume the property is being let on a standard Full Repairing and Insuring Lease (known as a FRI lease) and that any unusual or onerous clauses will be brought to our attention by your solicitor before legal commitment to purchase the lease.

# **Everything is negotiable**

Remember with the lease of a property everything can be negotiated. Our golden rule is always to negotiate slowly and carefully, as what is agreed at the start of the lease is generally what any future negotiations are based upon so it is so important to get it right at the start.

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#### **Existing dilapidations liability?**

We would normally advise with a property such as this there is an existing dilapidations liability. We however assume in this case that as the previous leaseholder is Woolworths who have now ceased trading this is not the case; kindly advise us and we will comment further.

#### **Schedule of Condition**

The Schedule of Condition that we've forwarded to you is often part of a negotiations process and it may be queried/challenged by the leaseholder and/or the freeholder/landlord and their agents and representatives. We are more than happy to work with you during this negotiation process.

#### Condition of the building

The overall condition of the building is below average. Specifically it has problems in relation to the structure. We discuss these within this Property Report. Please note this is a Property Report and not a Structural Survey or Building Survey.

With a Schedule of Condition the best way forward is to exclude these areas from the lease and ensure the landlord is fully aware of them and able and willing to repair them as necessary so that it will not impact on your business.

#### Terms and Conditions

This work has been carried out as per our standard Terms and Conditions of Contract, which have been emailed to you as part of the confirmation of our instructions. If you would like further clarification please do not hesitate to contact us.

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# **SYNOPSIS**

## SITUATION AND DESCRIPTION

This is a High Street located property, which is four storeys in height with a basement and has been altered and extended over the years. It looks like the last major trading company was Woolworths. Woolworths as a high street business ceased trading in January 2009.

The property is on a corner plot, with shops adjacent and across the road in the High Street and also secondary shops/tertiary shops on New Street, with some adjacent residential properties.

The front and left side of the building sits directly onto the pavement, with land to the rear. To the right hand side is another property, residential units and a car park.

The property has been built in an art deco style, which was typically from the 1930's to 1950's.

The property is in a Conservation area, as advised by Thanet District Council on XXXX.

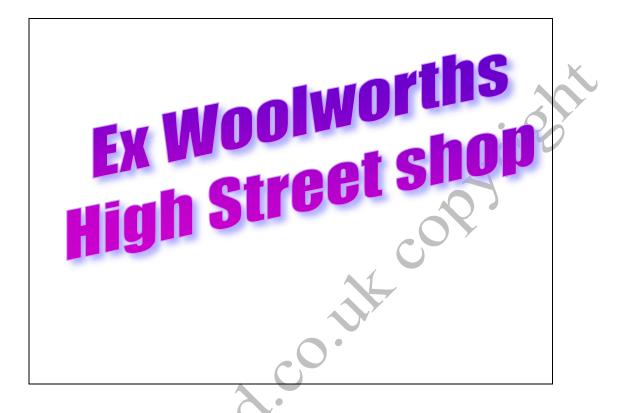
**ACTION REQUIRED:** Your legal adviser needs to check and confirm all of the above. The deeds may be able to confirm more specifically the date of the property. We note that there looks to have been far older properties that have been built on/incorporated into this structure.

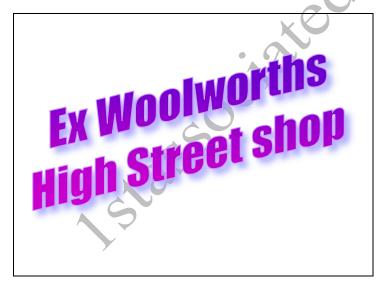
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# **Location Plans**







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# **REPORT FORMAT**

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

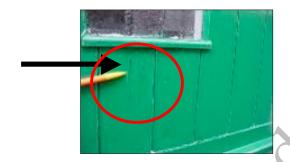
## GENERAL/HISTORICAL INFORMATION

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

#### TECHNICAL TERMS DEFINED

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

#### A PICTURE IS WORTH A THOUSAND WORDS



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

#### **ORIENTATION**

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

# **ACTION REQUIRED AND RECOMMENDATIONS**

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

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



# **SUMMARY OF CONSTRUCTION**

### External

Flues: Rear right flue

Main Roof: Pitched clad with slates

and asphalt (with patch repairs)

Parapet walls (left side): Front: Stone parapet walls

Rear: Brick parapet walls

**Roof Structure:** Cut timber roof

Rear Left Hand

Plant Room/Staircase Roof: Felt covered

Roof adjacent to toilet: Asphalt

Sit on gutters and embedded downpipes as well Gutters and Downpipes:

as surface mounted downpipes in cast iron and

plastic and some internal downpipes

Cast Iron / Plastic Soil and Vent Pipe:

Walls: Flemish Bond brickwork

> Ceramic finish brickwork to right hand side Stone detailing cornices and pilasters to front

and left hand side

Reconstituted cladding at ground floor level

(all assumed)

Elements of structural frame in the property. Structural frame:

We can see RSJ and columns

External Detailing: Metal and timber single glazed windows to

upper floors and aluminium windows and

doors to the ground floor

Metal doors

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Internal

Ceilings: Interlocking suspended ceiling grid (assumed)

Walls Exposed brickwork

Painted plaster; modern and old and areas of

false walls/batoning (assumed)

Floors: Basement: Concrete

Ground Floor: Timber structure with some areas of

reinforced concrete (all assumed) Covering of Polyvinyl tiles / timber

floorboards /carpet tiles

First, Second Joist and floorboards with embedded timbers with some areas having RSJ's and columns

(assumed) A

**Services** 

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

Heating: Plant room rear of ground floor behind the stairs and

also within the basement.

There is a Heatrae Sadia FBM boiler located in the

unisex toilets on the top floor.

Electrics: The electrics are located in the ground floor boiler

room and within the basement

Gas: Not known if there is a gas supply

Drainage: There was a manhole in the basement, which looked

to be overflowing.

We have used the term 'assumed' as we have not opened up the structure.

**ACTION REQUIRED:** Your Legal Advisor should check all the above and advise us of any further information they require before legal commitment to purchase the lease.

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# **EXTERNAL PHOTOGRAPHS**



Front view lower



Front view upper



Left view



Right view (from rear of property)



Rear view



Land to rear (high level)

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# **EXECUTIVE SUMMARY**

Summaries are not ideal as they try to précis often quite complex subjects into a few paragraphs. This is particularly so in a summary about someone's future business when we are trying to second-guess what your priorities are, so it is important the Report is read in full.

It is inevitable with a report on a building of this nature that some of the issues we have focussed in on you may dismiss as irrelevant and some of the areas that we have decided are part of the 'character' of this property you may think are very important. We have taken in the region of 1000 photographs during the course of this survey and many pages of notes, so if an issue has not been discussed that you are interested in or concerned about, please phone and talk to us before you purchase the lease (or indeed commit to purchasing the lease), as we will more than likely have noted it and be able to comment upon it. If we have not we will happily go back. Having said all of that, here are our comments:

- 1) We would not take on the lease without a Schedule of Condition being appended to it.
- 2) The property generally is in a poor condition.
- 3) There are specific structural problems, which means we would recommend excluding certain areas of the property from the lease and also ensuring that investigations are carried out to advise how you can use these areas safely.
- 4) We feel there will be a relatively onerous level of maintenance on the property particularly in relation to high-level work which is made particularly difficult due to the adjacent busy roads.
- 5) The property is in a conservation area and therefore additional conditions may well be required by the council together with higher standards of work/different types of work than would typically be required within your lease

In addition to the above, when taking on a lease we believe there are three key areas that you need to consider, these are:

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#### The Business

Only you can decide upon the true potential of this property for your future business and its value to you; although we do recommend taking independent advice on the market value as this identifies what the typical user would pay.

#### The Lease

The quality of the lease needs to be discussed with your Legal Advisor and understood. You need to understand your rights, responsibilities and liabilities when you sign for a lease of this nature. A Full Repairing and Insuring lease can be very onerous depending upon the clauses.

**ACTION REQUIRED:** We ask that your Legal Advisor brings any onerous or unusual clauses to your and our attention before legal commitment to purchase. For the purpose of this report we have assumed this is a standard Full Repairing and Insuring Lease.

#### **The Property**

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

## Schedule of Condition recommended

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

# Only one opportunity to negotiate

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

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#### **The Summary**

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

#### **Plus Points**

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

To summarise these into plus points:

- 1.0) The property has vacant possession.
- 2.0) There is regeneration going on in the area.

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

# **Medium Priority**

Problems / issues raised in the 'medium priority' section are usually solvable, but often need negotiation upon. However, a large number of them may sometimes put us off the property.

#### 1.0) General condition not to FRI Lease standards

We would advise that the property is not to typical Full Repairing and Insuring lease standards as inspected at the time of our survey which means there is in theory work to be carried out by the landlord.

If you lease the property as it stands you will have an instant liability for example a Full Repairing and Insuring lease requires full repair and redecoration when the lease comes to an end one month before known as yielding up or giving the property back which could of course have been due to the nature of the bankruptcy/liquidation of Woolworths, nevertheless they have not been carried out. Repairs and redecoration have clearly not taken place recently and we believe that these have not

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taken place regularly during the course of the Lease and are typical clauses in a Full Repairing and Insuring Lease.

We have detailed items within the Schedule of Condition which we do not believe are to the standard set within the covenants (terms and conditions of the lease) as the property stands.

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

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

#### 2.0) Main roof

Sass

The main roof consists of asphalt finish to the flat areas and slate sides. Asphalt is generally considered to be one of the best flat roofing materials; unfortunately this asphalt is coming to the end of its useful life and needs major repair.



Patch repairs looking towards the rear of the property



Looking towards the front of the property

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### Poor quality repairs to main roof

It has been patch repaired poorly in the past and needs to be properly repaired with asphalt detailing, particularly around the parapet walls and around the upstands, such as the roof windows and the vent.



Example of patch repair

**ACTION REQUIRED:** We recommend the asphalt is repaired. In some areas this may involve reasphalting.

**ANTICIPATED COST:** This should be at the landlord's expense or alternatively exclude the main roof from the lease; please obtain quotations.



Cracking to asphalt

# **Parapet walls**

There is a parapet wall at the front and the rear of the property, which we believe are allowing dampness into the property. The cracking and the weathered joints indicate that water is getting in.



Front and side parapet walls



Moss on rear parapet wall indicating that dampness is getting in



Cracking to parapet

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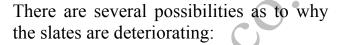


**ACTION REQUIRED**: Re-bed the parapet wall joints and preferably add a damp proof course or overclad the parapet wall detail to leave watertight.

#### 3.0) Slate roofs

There is a slate roof to either side of the property to the left and right (all directions given as you face the front of the property). This is an older style slate roof, which means it does not have a secondary protective underlayer as far as we can see.

The slate roof has had major repairs over the years but we can still see problems relating to the slate roof.



- 1) The fixing of nails have rusted.
- 2) Accelerated wind pressure between the surrounding buildings.
- 3) Unfortunately repaired roofs, such as this, where the repairs are fairly major never sit as level and true as an unrepaired slate roof.
- 4) Inherent defects. The detailing where the pitched roof meets the flat roof is not ideal and we can see areas, which have been lifted by the wind.



Slate roof



Old repairs lifting



Slate guard

Be warned that the roof is in such a poor state that on the left hand side with the footpath and road beneath a slate guard has been put in place and you will of course have a liability if there are any accidents.

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**ACTION REQUIRED:** Exclude the slate roof from the terms of the lease and ensure/insist upon the landlord repairing the roofs that may cause danger to the public below.

#### 4.0) No man safe system

To allow all of this roof work to happen, you need to have a safe means of access both for inspection and for any repair work. You could of course scaffold the entire property but this would then make it look as if the building was shut so we would recommend a suitable man safe system. At present there is just a small barrier around the lift shaft area

**ACTION REQUIRED:** Your landlord to provide a man safe system to allow maintenance and repairs to the roof and associated areas.

# 5.0) Flat roof adjacent to toilets left side

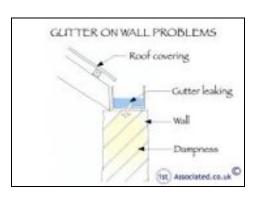
There is a flat roof with similar problems to the main roof on the left hand side.

ACTION REQUIRED: As per the main roof.

# 6.0) Roof drainage

# 6.1) Sit on gutters

The property has sit on gutters. These are at the bottom of the slate roof and are full of vegetation and generally blocked. Unfortunately as they are sit on gutters this then means the water goes into the structure.



Sit on gutters

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The difficulty is how do you clean this type of gutter? A possible way would be to reinstate the blocked up roof windows as this would allow you to access the sit on gutters although this may be difficult with the way the slates are.



Sit on gutter full of vegetation

ACTION REQUIRED: Clear the sit on gutters and make them watertight. We believe they are allowing water to leak into the structure. Adding roof windows may be a way forward on this but further investigation is required.

ANTICIPATED COST: In the region of £250 to £500 per roof window; a total cost in the region of £5,000 plus scaffolding if the work cannot be carried out from within the property. The work itself will cost £1,000 - £3,000. Please obtain quotations. You will of course need to cordon off the area below.



Blocked up roof window

# 6.2) Drainage from flat roof

We did not identify what we would term as sufficient drainage points as far as we could see on the main flat roof. We would of course have to be standing up there next time it rains heavily to see how the drainage works. Many flat roofs have what is known as inherent defects in their design which means the same problems reoccur.

**ACTION REQUIRED:** The only way to be certain that there is enough drainage from the flat roof is to be on the roof when it next rains heavily or carry out a water/dye test on the roof.



#### 7.0) Walls - brickwork and render

There are problems with the sit on gutters overflowing and associated dampness together with general leaking of soil and vent pipes and downpipes (although it does look like some of these have been repaired fairly recently).

The brickwork that remains is weathered with moss and efflorescence visible as well as graffiti.







Rusting to gutters

Weathering to brickwork

Graffiti

**ACTION REQUIRED:** Once the previously mentioned problems have been resolved ad hoc repointing is needed together with general cleaning of the brickwork. In addition to this there are specific problems to the front elevation, please read on.

#### 8.0) **Lateral Dampness**

We can see lateral dampness to the property has occurred to the front elevation. This is visible within the kitchen and the office rooms to the front of the property and also within the right hand and rear staircases.

We feel to the front and left side of the property where lateral dampness was present is due to a combination of



Dampness in kitchen

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#### problems:

- 1) The weathered pointing and the leaking gutters as previously mentioned
- 2) The stonework with ledges, although we were pleased to see there looked to be drainage points in the ledges but we do still feel it may be susceptible to dampness.

**ACTION REQUIRED:** You need to ensure that the ledges/cornices are draining properly and that the roof material, which looks to be an asphalt is watertight. A stars of a text.



Ledges/cornices



Ledges/cornices



Top of ledge

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#### 9.0) Windows

There is a mixture of the original old cast iron windows and replacement timber windows. All are in need of repair, preparation and redecoration.

There are boarded up windows on the left hand side of the property and the shop front window is smashed, as are the double doors on the right hand side.



Rusting

**ACTION REQUIRED:** Repair, prepare and redecorate.

ANTICIPATED COST: This is a major job. We would expect costs in the region of £25,000 - £50,000 to repair the windows together with associated scaffolding; please obtain quotations.



Flaking paint

# 10.0) Structural movement and cracking

We can see movement to approximately the first third of the building. This runs through the building and is visible to a lesser or greater extent. There are a number of reasons for the problems:



Cracking to right side

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- 1) There may be a difference in the construction techniques in this area.
- 2) There may be different foundations in this area.
- 3) There may be a weakness in the soil strata.
- 4) We believe that dampness into the structure is contributing to the movement.



Cracking to right side

5) There may be a fundamental weakness in the property construction.

ACTION REQUIRED: Ideally we would recommend the existing owners take out an insurance claim, advising that the cracking has been noted by a structural surveyor (this should cost them nothing other than time to write the letter). This usually means that the insurance company will carry out a monitoring exercise (the Building Research Establishment recommend monitoring any cracks for a minimum of one year) to establish if there is any progressive movement. The liability will be to the landlord. Alternatively exclude any cracking and movement from the lease.

Your solicitor needs to legally confirm that this is an acceptable way of dealing with the structural problems.

Further investigation is needed to ascertain the exact reasons for the movement.

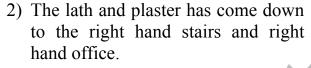
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#### 11.0) Wet rot and dry rot

We noticed there was staining to many of the roof joists/timbers and indeed many of the floor timbers/joists. In some areas this is just staining, in other areas this has developed into wet rot and dry rot, for example:

1) In the unisex toilet facilities where wet rot/dry rot was present.



3) There are many areas within the roof formed under the flat roof and in one area it looked like we could see mushrooms growing within the roof structure.



Staining to floor



Leak

3.1) There are also half a dozen lesser areas which had severe dampness, and on a more general note light could physically be seen coming through the slate roof, which of course in turn will mean that rainwater will come through, not to mention wind driven rain. Therefore there is likely to be deterioration to the close boarding that is beneath the slates.

4) There is wet rot and dry rot within the cellar area.

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ACTION REQUIRED: We believe the only way forward with a Full Repairing lease is to exclude these areas from the lease in a Schedule of Condition. Even with a Schedule of Condition there is a risk of areas developing that are not seen at the time/not visible at the time of inspection.



Ceiling down in left corner

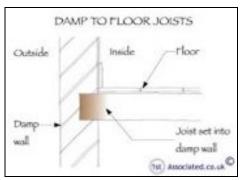
Ideally we believe that the landlords should carry out full repair works to the main roofs to make the property watertight. This would then allow the property to be brought up to standard.

There is also specific works required within the basement area.

**ANTICIPATED COST:** None to leaseholder. This should all be excluded from the lease.

#### Dry rot to the basement

There looks to have been extensive dry rot to the basement particularly at the front on the left hand side, which is resulting in acro propping of the area. There may also have been problems with the embedded joists rotting. The problem is certainly known about as the acro props look relatively new (in this instance we mean in the last five years or so).



Rot to embedded timbers



Acro props



Timber support



Cast iron support

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**ACTION REQUIRED:** Further investigation is required. This type of problem goes beyond the scope of this report.

## 12.0) Fire regulations and fire escape

Please note we have not carried out a survey for fire or anything resembling this. We would however comment that fire regulations, of course is an important We noted the rear metal fire escape is rusting.

**ACTION REQUIRED:** Apply rust stop agent, repair as necessary and redecorate.



Rusting to fire escape

**ANTICIPATED COST:** £750 - £1,500; please obtain quotations.

# 13.0) Congestion

Stassoc

During the course of the survey the high street did get congested so deliveries may be a problem.



Congestion in road

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#### 14.0) Pigeon problems (and possibly other vermin)

We noticed there had been a Pigeon problem throughout the entire property and during the course of the survey there were Pigeons in the top floor area.

We noted within the suspended tile system at first floor level signs that Pigeons have been nesting between the structural floor level and the suspended ceiling level.



Pigeon mess

Note: we have not accessed between the structural floor and the suspended ceiling.

**ACTION REQUIRED:** Carry out measurements to eliminate vermin.

#### 15.0) Services

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

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

We have not checked any of the services.

# Certificates required to be obtained from landlord/outgoing lessee

1. Electrics – An Institution of Engineering and Technology (IET) test and report to be carried out by an NICEIC registered and approved electrical contractor or equivalent.



- 2. Space heating inspection and test report and reinstatement of heating system
- 3. Asbestos up to date asbestos report with samples.
- 4. Drainage closed circuit TV camera report.
- 5. Fire Safety/Fire Alarms/Emergency Lighting we recommend you have a Fire Specialist to review the building prior to legally committing to purchase.
- 6. Lighting The lighting needs to be checked to ensure it is suitable for the purposes for which you wish to use it.

### 16.0) Land to the rear

When we spoke to a neighbouring property we were advised that as the land to the rear was above general land in the area it discharges onto their property. You may or may not be legally liable for this but we would suggest as an act of neighbourliness that you do consult the residential neighbours on the left hand side.



Land to rear

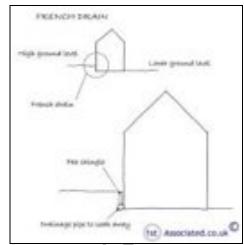
The boundary garden is overgrown and the boundary fence on the right hand side is defective and part of the boundary wall has been knocked over.

Subject to the right agreements you could use this as a parking area. We would advise that we maybe able to help negotiate this via a local contact/property owner with the adjacent property.

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**ACTION REQUIRED:** We would start by negotiating with the neighbours and adding weepholes and possibly adding a French drain/land drain to give a definite direction to the rainwater/groundwater.



French drain

# **High Priority**

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

- 1) We would exclude various items from the lease as noted within our report.
- 2) We would monitor the property for structural movement and carry out further investigation.
- 3) We would carry out further investigations with regard to the dry rot and wet rot in the property and we would alleviate the problems of water getting into the property.
- 4) The roof needs to be made watertight.

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# **SUMMARY UPON REFLECTION**

The Summary Upon Reflection is a second summary so to speak, which is carried out when we are writing the second or third draft a few days after the initial survey when we have had time to reflect upon our thoughts on the property. We would add the following in this instance:

Only you can assess the value of the property to you however it is relatively high risk with the property problems noted.

They must be excluded from a Full Repairing and Insuring lease otherwise you will have a very large dilapidations liability.

We would also carry out further investigations with regard to the items identified earlier in this report.

Please note this report is not a Building Survey or Structural Survey, it has been time limited

We would ask that you read this Property Report and the Schedule of Condition and contact us on any issues that you require further clarification on.

——— Marketing by: ———



# REPORT INFORMATION

#### **EVERY BUSINESS TRANSACTION HAS A RISK**

Every business transaction has a risk, only you can assess whether that risk is acceptable to you and your circumstances.

#### SOLICITOR/LEGAL ADVISOR

Stassoci

To carry out your legal work you can use a solicitor or a legal advisor. We have used both terms within the report.

# TERMS OF ENGAGEMENT/LIMITATIONS

This report is being carried out under our terms of engagement, as agreed to and signed by you. If you have not seen and signed a copy of our terms of engagement please phone immediately.

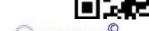
#### **OUR AIM IS ONE HUNDRED PERCENT SATISFACTION**

Our aim is for you to be completely happy with the service we provide, and we will try and help you in whatever way possible - just phone us.

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If you would like any further advice on any of the issues discussed (or indeed any that have not been discussed!) then please do not hesitate to contact us on 0800 298 5424.

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# APPENDICES

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# **FACILITIES**

(All directions given as you face the property)

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

#### **Ground Floor**

- 1.0) Shop trading area
- Staircases to front right hand corner and rear left hand corner, 2.0) together
- Lift to rear left hand side 3.0)

#### **Basement**

Subdivided below ground basement with vault and areas underneath 1.0) the road/pavement area (assumed)

#### **First Floor**

- 1.0) Shop trading area
- Staircases to front right hand corner and rear middle (currently 2.0) blocked off at ground floor level).
- 3.0) Lift to rear left side
- Store to front left

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#### **Second Floor**

- 1.0) Store to left side
- 2.0) Changing area/store on front left
- 3.0) Ladies toilet to middle left
- 4.0) Staircases to front right hand corner and rear middle
- 5.0) Lift to rear left hand side

#### **Top Floor**

(Rear is formed partly within the roof)

- 1.0) Office to front right
- 2.0) Canteen to middle
- 3.0) Kitchen to left hand side
- 4.0) Unisex toilets to left hand side
- 5.0) Internal store room
- 6.0) Access to roof left and right side
- 7.0) Staffroom on right hand side
- 8.0) Staircases to front right hand corner and rear middle leading up to roof and down to lower floors
- 9.0) Lift to rear left hand side

#### **Boundaries**

- 1.0) Front: Pavement, steps into the property
- 2.0) Left: Pavement

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3.0) Right: Shops and residential areas and car park

4.0) Rear: Garden and adjacent residential areas

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

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# **LIMITATIONS**

#### CONDITIONS OF ENGAGEMENT

The report has been prepared in accordance with our Conditions of Engagement dated XXXX and should be regarded as a comment on the overall condition of the property and the quality of its structure and not as an inventory of every single defect. It relates to those parts of the property that were reasonably and safely accessible at the time of the inspection, but you should be aware that defects can subsequently develop particularly if you do not follow the recommendations.

## **ENGLISH LAW**

We would remind you that this report should not be published or reproduced in any way without the surveyor's expressed permission and is governed by English Law and any dispute arising there from shall be adjudicated upon only by the English Courts.

#### **SOLE USE**

This report is for the sole use of the named Client and is confidential to the Client and his professional advisors. Any other persons rely on the Report at their own risk.

# **ONLY HUMAN!**

Although we are pointing out the obvious, our Surveyors obviously can't see through walls, floors, heavy furniture, fixed kitchen units etc. they have therefore made their best assumptions in these areas.

As this is a one off inspection, we cannot guarantee that there are no other defects than those mentioned in the report and also that defects can subsequently develop.

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#### WEATHER

It was a cool spring day at the time of the inspection. The weather did not hamper the survey.

#### **NOT LOCAL**

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

#### **EMPTY PROPERTY**

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

#### **INSPECTION LIMITED**

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

- 1) We have had a limited view of the roof.
- 2) The property has been viewed from ground level; we would be happy to return and view with a cherry picker/drone, which is what we would recommend
- 3) The fixtures and fittings limited our view internally such as the racking system that is still in place.
- 4) We have not had the benefit of opening up the walls, as we do not feel we can do this without damaging the property.
- 5) We have not had the benefit of opening up the floors or taking core samples, as we do not feel we could do this without damaging the property.
- 6) We have not had the benefit of meeting the landlord or the previous tenant.
- 7) We have not turned any services on or tested the services.
- 8) We have not had a brief from your solicitors with regard to the lease.
- 9) As we have not met you at the property we have had to make various assumptions with regard to your priorities. Please kindly contact us to discuss your specific requirements.

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#### **BUILDING INSURANCE**

We do not advise with regard to building insurance. You need to make your own enquiries. Some areas may have a premium, some buildings may have a premium and some insurers may be unwilling to insure at all in certain areas. You need to make your own enquires prior to committing to purchase the property. Please be aware the fact a building is currently insured does not mean it can be re insured.

We would comment that non-insurability of a building we feel will affect lease value.

**ACTION REQUIRED:** You need to ensure that the leaseholders have adequate insurance.

#### **TERMS AND CONDITIONS**

Our computer system sends two copies of our Terms and Conditions to the email address given to us when booking the survey; one has the terms attached and the other has links to the Terms and Conditions on our website (for a If you have not received these please phone your contact immediately. Sassocia

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