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PRIVATE & CONFIDENTIAL

BUILDING SURVEY REPORT

PROPERTY

EPSOM AREA

CLIENT

Date of Inspection June 2018

Weather:

Ref:

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1.00 OVERALL ASSESSMENT AND SUMMARY

- 1.01 We are pleased to report that no significant structural defects were observed. The building has, on the whole, been well built and reasonably well maintained.
- 1.02 There are a number of areas where you should limit liability for future repair such as rooflights, powder coating on the cladding and damage to the loading bay door.
- 1.03 We assume that there will be a clause within the lease restricting your liability for future repairs. A disk containing photographs indicating the condition of the building at the time of the survey is attached.
- 1.04 As with any building there are a number of items that will need some maintenance and detention and these are set out below:

Urgent Repairs

- 1.05 No matters were identified as requiring urgent repair

Further Investigation

- 1.06 No matters were identified as requiring further investigation.

Necessary Repairs

- 1.07 New kitchen units should be installed. (See 16.05)

Improvements

- 1.08 Install more powerful extract fans from toilets. (5.09)
- 1.09 Install hinge bolts on front and rear doors. (10.02, 10.07, 21.01)
- 1.10 Install more robust burglar bars on the toilet window. (21.05)

Maintenance

- 1.11 Clean gutters and hopper head every year. (5.06)
- 1.12 Check plumbing generally and to stop overflowing. (7.10, 19.03, 19.04)
- 1.13 Replace split mastic around windows. (9.03)
- 1.14 Redecorate loading bay door. (10.04)
- 1.15 Make good minor surface blemishes internally. (12.07, 13.02, 16.03, 17.01)
- 1.16 Remove air conditioning unit. (19.08)
- 1.17 Change locks throughout. (21.04)

2.00 THE PROPERTY

2.01 Tenure

We understand that the tenure is Leasehold and that you are proposing to take a xx year fully insuring and repairing lease with a xx-year break. We have not seen a copy of the lease.

Your attention is drawn to the assumptions contained in the Scope of Service and, if appropriate, Leasehold Advice at the end of this report.

2.02 Description

Single storey mid-terrace light industrial/warehouse unit.

2.03 Accommodation

Workshop/storage area, toilet area containing female toilet with WC and washbasin, male toilet with WC and washbasin. Mezzanine above toilet area.

Kitchenette area containing dilapidated kitchen unit to the rear of the toilet area.

2.04 Outbuildings and Parking

There are no outbuildings. There is parking to the front of the property for approximately 10 vehicles. Other occupiers of the estate are taking advantage of Unit 22 being vacant to use the area as a car park.

2.05 Approximate Age

We estimate the property was constructed in the early 1980s.

2.06 Orientation

The front of the property faces approximately West.

2.07 Location and Facilities

The property is located within a purpose-built industrial estate containing xx similar units. This area is in predominantly commercial use.

2.08 Roads and Footpaths

The road is finished with tarmac and is maintained by the Local Authority. It is unclear if the service road outside the front of the property is maintained by the local authority, although it is more likely to be a private road for which there will be a maintenance liability. Your legal adviser should comment on this.

3.00 SCOPE OF INSPECTION

3.01 Your attention is drawn to the extent of the inspection described in the Scope of Service at the end of this report.

3.02 All directions are given as if facing the property from the service road within the industrial estate looking towards the elevation containing the loading bay door. Access was not available into the adjacent units.

3.03 Access was not available to view the exterior of the roof coverings.

- 3.04 No long ladders were used, but we gained access to the mezzanine above the toilet area from a small ladder.
- 3.05 The gas and water had been turned off at the time of our inspection and the air conditioning unit disconnected.
- 3.06 There are no roof spaces.
- 3.07 The Estate Agent's details claim that the property is a first class refurbished warehouse unit. The only refurbishment appears to be a coat of paint on some of the internal surfaces.
- 3.08 We have not moved heavy furniture, fixed units or appliances. We have not excavated trial holes or opened up any portion of the property by removing plaster, boarding, lining, or panelling. We have not inspected woodwork or other parts of the structure that were covered, unexposed or inaccessible. We are therefore unable to report that any such part of the property is free from rot, beetle, fungal growth or other structural or non-structural defects. For the purpose of this report we have assumed that there is no contamination from or within the ground.
- 3.09 Our report is mainly concerned with matters that significantly affect the condition of the building. We have not prepared a schedule listing defects room by room or specifically mentioned every minor blemish, but have written our report in general terms.
- 3.10 This report is private and confidential and is prepared for your own use. It may be shown to other professional advisers acting on your behalf in connection with the purchase of the property. Its contents may not be disclosed to, nor made use of by, any other third party without our express consent in writing.

4.00 ROOF COVERINGS AND FLASHINGS

- 4.01 We were unable to inspect the outside of the roof coverings.
- 4.02 From the mezzanine level we were able to establish that the underside of the roof covering comprises fibre cement board with polycarbonate or GRP roof lights set in both roof slopes.
- 4.03 The roofs slope downwards to each side from a central ridge into concealed gutters which are likely to be of galvanised steel and these have an underlining of fibre cement board.
- 4.04 There was no evidence of any water penetration through the roof covering and no major defects are therefore suspected. The fibre cement panels are in good order with no obvious cracks. The boards may contain asbestos and should not be disturbed if possible.
- 4.05 The outer surface of the roof lights has weathered and as a consequence less light is being let into the building than would be provided when it was originally constructed.
- 4.06 If daylight is important to your operations, the plastic sections could be renewed.
- 4.07 You should not accept any liability for replacing the roof lights at the end of the lease.

- 4.08 The roofs are finished with powder coated aluminium trim at front and rear. There is some surface deterioration but no major defects were noted.

5.00 ROOF STRUCTURE & MEZZANINE

- 5.01 Although there are no roof spaces, the roof structure can be seen from within the warehouse unit.
- 5.02 The building structure comprises steel columns and these in turn support five steel trusses. Circular steel wind bracing is provided at front and rear between the trusses and the front wall.
- 5.03 Galvanised steel purlins rest on the steel trusses and the roof coverings are fixed to these by hook bolts.
- 5.04 The roof structure is in good condition and no particular defects are suspected.
- 5.05 The steel roof truss members are bolted to the columns at each side of the building.
- 5.06 Birds can be heard to be walking around on the outside of the roof. The birds could be nesting in the gutters and the gutters should be cleaned out regularly to ensure that they do not become blocked and leak into the building.
- 5.07 The mezzanine floor comprises timber boarding laid over timber joists. A section of boarding is missing but this is not causing any particular issues.
- 5.08 The hot water storage cylinder is located on top of the mezzanine. This is of copper with a foam lagging jacket. The lagging jacket is only about 25mm thick and a thicker jacket could be installed to reduce heat loss.
- 5.09 There are plastic ventilation ducts on the ceiling next to the fans in the toilets. These are in satisfactory condition but the length of ducting is such that the fans, which are quite low-powered, are unlikely to be sufficient and more powerful fans should be installed in the toilet areas or alternatively in-line fans installed within the ductwork.
- 5.10 The steel gas pipe is also situated above the mezzanine.
- 5.11 At the front of the mezzanine area there are wires for a previous telephone system which has been disconnected.
- 5.12 Wiring on top of the mezzanine is PVC sheathed cable which is in satisfactory condition although if the mezzanine is used or accessed at any time then these should ideally be protected.
- 5.13 The overflow pipe from the hot water cylinder is of plastic and is in satisfactory order.

6.00 RAINWATER GOODS

- 6.01 Rainwater downpipes are provided front and rear. These are of plastic and are approximately 200mm in diameter. Water from the concealed gutters discharges into hopper heads at the top of the downpipes. The hopper heads need to be checked and kept clear, but otherwise the pipes are in satisfactory condition.

7.00 EXTERNAL WALLS

- 7.01 The upper section of the external walls comprises powder coated metal cladding. In places the powder coated finish has peeled away at the edges and has been painted over. This is not unusual in a property of this age and construction. You should not take responsibility for repairing any further deterioration of the powder coating in the future.
- 7.02 In places insulation can be seen within the cladding and it is likely that the exterior cladding was originally powder coated steel composite cladding incorporating insulation. The insulation has become brittle over the years and some sections have slipped. It is possible that the insulation has effectively disappeared in places, potentially leading to cold spots.
- 7.03 Internally the wall is clad with boarding between galvanised steel angle fillets at high level. Steel columns at the front and rear of the building are clad with similar material. The condition is satisfactory.
- 7.04 There are a number of holes in the outside cladding where signs have been fixed in the past.
- 7.05 The lower sections of the wall are of cavity construction faced externally with brickwork. There is likely to be a blockwork in the skin and at the front of the building this has been dry-lined.
- 7.06 No significant structural defects were observed.
- 7.07 The brickwork is stained in places when signs have been removed.
- 7.08 We suspect that the brickwork below the right hand front window has been hit by a car or lorry in the past. There is some minor cracking through mortar joints and some re-pointing has been carried out in the past.
- 7.09 Further re-pointing will be needed in the future but no work is needed for the time being.
- 7.10 There is staining on the outside wall at the left hand side where an overflow has been running. The internal pipework should be checked to ensure that all valves are working satisfactorily.
- 7.11 Behind the rainwater pipes at each side of the building there are movement joints which are finished with mastic. The mastic has deteriorated in places but no immediate repairs are needed.
- 7.12 The rear wall is constructed in a similar manner to the front except that there are no windows set within it. The brickwork and cladding are in satisfactory condition.
- 7.13 There is a redundant vent hole in the brickwork which should be repaired.
- 7.14 There is a redundant air conditioning unit on the outside of the building.

8.00 DAMP PROOF COURSE

- 8.01 The damp proof course is located towards the bottom of the external walls. Where visible it is of plastic and given the age of the property it is likely that a plastic damp proof course is provided throughout.
- 8.02 The damp proof course is at an adequate height above ground level.
- 8.03 There was no evidence of any dampness as a result of defects in the damp proof course and the damp proof course is therefore believed to be functioning satisfactorily.

9.00 WINDOWS

- 9.01 The windows in the front elevation are aluminium framed single glazed windows with reflective film attached. The glass in the toilet window is obscured and there is no film applied.
- 9.02 The windows are in reasonable condition for their age. There is minor damage and distortion of the sills and windows themselves, but no particular repairs are needed.
- 9.03 The mastic sealant joint around the windows is on the whole in satisfactory condition although there are one or two places where this has split and pulled away from the brickwork and/or the window.

10.00 EXTERNAL DOORS

- 10.01 The main entrance door at the front of the building is a timber flush door containing two obscured panes of glass. There is some minor surface deterioration but no major defects were found.
- 10.02 The door is fitted with two five-lever deadlocks. There are no hinge bolts.
- 10.03 The sliding/folding door giving access to the loading bay is of galvanised steel and is in reasonable condition. The tracks needs to be cleaned out and lubricated.
- 10.04 The paint finish on the doors has deteriorated and redecoration will be needed.
- 10.05 A number of the sections of the door have bent and distorted over the years but again this is not causing any particular problems although might be contributing to the stiffness of the doors. You should not accept liability for future repairs to the distortion of the doors.
- 10.06 The door at the rear is a flush fire escape door with an external steel panel.
- 10.07 The door is fitted with a five-lever deadlock as well as some rather flimsy bolts. Hinge bolts were originally fitted but only the sockets for these remain on the doorframe and bolts should be reinstated to provide better security.

11.00 EXTERNAL DECORATIONS

- 11.01 The external decorative condition is adequate but paint is peeling in a number of places and redecoration should be carried out within the next 12 months. Any decoration that is undertaken will need to match in with the rest of the estate and it is possible that the landlord will arrange for this to be done.

12.00 INTERNAL WALLS AND PARTITIONS

- 12.01 The party walls are of blockwork construction which have been painted.
- 12.02 Blockwork projects around the steel columns.
- 12.03 No significant defects were observed to the blockwork.
- 12.04 As previously described, the upper sections of the front and rear walls are clad with lining and the front wall is dry-lined at lower level and again no major defects were observed.
- 12.05 The walls around the toilet area are believed to be of timber studwork construction clad with plasterboard. There is some slight unevenness of the surface but no major defects were found to internal surfaces.
- 12.06 Plasterboard on the partitions and dry-lining and the plaster on the solid walls in the toilet areas are in satisfactory condition.
- 12.07 A section of plasterboard has been pulled away from the column adjacent to the folding doors and this area needs some minor tidying and making good.

13.00 FLOORS

- 13.01 The floor in the main warehouse area is of concrete which has been cast in bays and, we believe, power-floated. Paint has been applied to the surface.
- 13.02 The condition is generally satisfactory although there is some wear and tear to the paint finish.
- 13.03 The floor is generally level. There are some minor cracks along the construction joints but no repairs are needed.

14.00 DAMPNES

- 14.01 We did not observe any significant dampness in the property.

15.00 WOOD BORING BEETLE AND ROT

- 15.01 Given the construction of the building woodworm and dry rot are unlikely to cause problems. However the plumbing needs to be kept leak free to prevent damage to the timber studwork and joinery.

16.00 INTERNAL JOINERY

16.01 All the internal joinery has suffered a certain amount of surface damage due to normal day-to-day use.

16.02 Internal Doors:

The doors in the toilet areas are timber flush doors and are in satisfactory condition.

16.03 Skirtings and Architraves:

The timber skirtings and architraves are in satisfactory order although there is some deterioration to the surface of the skirting on the front wall.

16.04 Cupboards:

The cupboard containing the gas and electric installations is located at the front left hand side of the building and is in satisfactory order.

16.05 Kitchen Units:

The kitchen units are in poor condition and should be replaced.

17.00 INTERNAL DECORATIONS

17.01 These are in fair condition although there are a few minor blemishes and areas that require touching-in. A section of floor towards the front of the building would benefit from being repainted.

18.00 SANITARYWARE

18.01 The sanitary fittings are in reasonable order but require cleaning.

19.00 BUILDING SERVICES

19.01 Specialist tests and reports can be arranged on these if you require them. We have made a visual inspection and comment as follows:

19.02 Internal Wastes:

Internal wastes where visible are of plastic and there were no obvious defects. However, the water supply was switched off at the time of inspection and the wastes could not be tested.

19.03 Water:

The incoming water main is located at the front of the ladies' toilet and runs through a water meter. The incoming main appears to be of copper and the supply pipework within the building and distribution pipework is also of copper.

The water was turned off at the time of inspection but when the stopcock was turned water flowed and there were no obvious leaks, but the installation should be tested before use.

19.04 Water Heating:

Water is heating by an electric immersion heater in the copper cylinder above the toilet areas. This was switched off at the time of inspection.

19.05 Heating Installation and Boiler:

There is no heating installation in the property.

19.06 Gas Installation:

There is a gas meter in the cupboard at the front of the building but there do not appear to be any appliances connected.

19.07 Electrical Installation:

There is a three-phase incoming main set within the cupboard at the front of the building. The distribution boards are also contained in this area.

The smaller consumer unit was apparently tested in February 2016 and a copy of this should be provided.

Lighting is by way of high level gas discharge bulbs in units hanging from the purlins. One of the lights is particularly noisy.

We understand that you will be altering the electrical installation and as part of this process the installation should be tested.

19.08 Air Conditioning

The air conditioning appears to be redundant and the internal part of the unit has been disconnected and is lying on the floor.

The external unit is still in place. This states that the system contains R410A refrigerant. A suitably qualified engineer will need to decommission the system to remove the gas. We recommend that the remaining air conditioning units are removed and replaced if you want to.

19.09 Drainage Installation:

There are no visible inspection chamber covers within the curtilage of the property. We suspect that the drains run into an inspection chamber in front of Unit 21.

The drains should be responsibility of the landlord and should be tested as part of normal maintenance.

20.00 FIRE PROTECTION AND MEANS OF ESCAPE

20.01 The means of escape provision is generally satisfactory with doors at front and rear. Care will be need to be taken if any offices or first floor mezzanine level are constructed to ensure that these comply with Building Regulations.

20.02 The rear door should be kept unlocked whenever the building is in use.

21.00 SECURITY

21.01 The security is to a reasonable standard although we would recommend that an extra five-lever deadlock is fitted to the rear door. Hinge bolts should also be fitted to the front and rear doors.

21.02 There is a fairly robust angle, hasp and padlock securing the loading bay door.

- 21.03 The front entrance door has two five-lever deadlocks.
- 21.04 It is recommended that the locks are changed when you take occupation of the building.
- 21.05 Anti-burglar bars are fitted on the inside of the windows. In the main building these are reasonably secure although in the toilet window they are rather flimsy.

22.00 THERMAL INSULATION AND ENERGY EFFICIENCY

- 22.01 We have not prepared or seen the Energy Performance Certificate (EPC) for the property. The Energy Performance Certificate should be provided by the landlord.
- 22.02 The building is unlikely to comply with current regulations in terms of energy efficiency and it is unlikely that there is a great deal that can be done cost-effectively to improve insulation. However, if money is no object, then extra insulation could be suspended from the roof structure and applied to the external walls.
- 22.03 There are significant gaps around the warehouse door and a screen or curtain could be installed if required.
- 22.04 It may well prove more cost-effective to install some fairly efficient heating within the building and accept higher heating costs rather than install insulation.
- 22.05 The windows are only single glazed and secondary glazing could be fitted inside.

23.00 THE SITE

- 23.01 At the rear there is a gravel path adjacent to the building with a grassed area adjacent. We assume that this forms part of the estate generally and will be the landlord's responsibility to maintain.
- 23.02 Apart from the odd patch of weeds and empty beer can the condition is satisfactory.
- 23.03 The rear door will need to be kept unlocked when the building is occupied to provide means of escape.
- 23.04 The front parking area is finished with concrete and is mainly concealed by the parked cars. Where visible the condition is generally satisfactory. There are some minor cracks across the concrete which is only to be expected together with a number of oil stains.

24.00 HAZARDOUS MATERIALS

- 24.01 We have assumed during our inspection that no deleterious or hazardous materials or techniques have been used and that the inspection of those parts which cannot be seen would not reveal material deficiencies or defects.
- 24.02 The landlord should have a report on asbestos and a copy of this should be provided to you. We believe that the fibre cement panels may contain asbestos.

24.03 The health risk is considered very low under normal conditions and usage. No action is required unless the components are damaged, worked on, altered, replaced or used in a different way. If this happens an asbestos specialist should be called in. The costs involved may be higher than similar work carried out on materials that do not contain asbestos.

25.00 SAFETY & RISKS

25.01 No particular risks were identified to the building, grounds or people.

26.00 LEGAL MATTERS

26.01 We do not act as the legal adviser and will not comment on any legal documents. However, if during the inspection we identify issues that your legal advisers may need to investigate further, these will be listed and explained in this section. You should show your legal adviser this section of the report.

26.02 Your attention is drawn to the assumptions and advice contained in the Scope of Service at the end of this report.

26.03 We are not aware of any significant Town and Country Planning or Highway Proposals that are likely to adversely affect the property although your legal adviser should confirm this.

26.04 Regulations-Planning Permission and Building Regulation Consents will have been required when the property was constructed. No extensions or significant alterations have been carried out.

26.05 Your Legal Adviser should check the lease as a matter of course and establish what maintenance has been carried out recently and what plans there are for further maintenance and expenditure.

26.06 Your Legal Adviser should also comment on the tenure and our assumptions regarding tenure.

27.00 SURVEYOR'S DECLARATION

I confirm that I have inspected the property and prepared this report.

Signature of Surveyor

Name of Surveyor

Professional Qualifications: DipHI FRICS

On behalf of: Carter Fielding Ltd.
4th Floor, Neville House, 55 Eden Street
Kingston-upon-Thames, Surrey KT1 1BW

Telephone Number: 020 8546 7211

Date of report: June 2018

WHAT TO DO NOW

If you are a prospective or current building owner who has chosen a Carter Fielding Building Survey, you should carefully consider the findings, condition and risks stated in the report.

Getting quotations

You should obtain reports and at least two quotations for all the repairs and further investigations that the surveyor has identified. These should come from experienced contractors who are properly insured. You should also:

- Ask them for references from people they have worked for;
- Describe in writing exactly what you will want them to do; and
- Get the contractors to put the quotations in writing.

Some repairs will need contractors with specialist skills and who are members of regulated organisations (for example, electricians, gas engineers or plumbers). Somewhat work may also need you to get Building Regulations permission or planning permission from your local authority.

Further investigations

If the surveyor is concerned about the condition of a hidden part of the building, could only see part of a defect or does not have the specialist knowledge to assess part of the property fully, the surveyor may have recommended that further investigations should be carried out (for example, by structural engineers or arboriculture lists) to discover the true extent of the problem.

Who you should use for these further investigations

Specialists belonging to different types of organisation will be able to do this. For example, qualified electricians can belong to 5 different government-approved schemes.

What the further investigations would involve

This will depend on the type of problem, but to do this properly, parts of the might need to be disturbed. If you are a prospective purchaser, you should discuss this matter with the current owner. In some cases, the cost of investigation could be high.

This guidance does not claim to provide legal advice. You should consult your legal advisers before entering into any binding contract or purchase.

MAINTENANCE ADVICE

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PROPERTY MAINTENANCE ADVICE

Your building should be maintained in the normal way, and this general advice may be useful when read together with your report. It is not specific to this property and does not include comprehensive details. Problems in construction may develop slowly over time. If you are concerned contact Carter Fielding for further advice.

Outside the property

You should check the condition of your property at least once a year and after unusual storms. Routine redecoration of the outside of the property will also give you an opportunity to closely examine the building components.

Chimney stacks

Check these occasionally for signs of cracked cement, split or broken pots, or loose and open joints in the brickwork or render. Storms may loosen aerials or other fixings, including the junctions with the roof coverings.

Roof coverings

Check these occasionally for slipped, broken and missing tiles or slates, particularly after storms. Flat roofing has a limited life, and is at risk of cracking and blistering. You should not walk on a flat roof. Where possible keep it free from debris. If it is covered with spar chippings, make sure the coverage is even, and replace chippings where necessary.

Rainwater pipes and gutters

Clear any debris from gutters at least once a year, and check for leaks when it is raining and seal defective joints. You should also check for any loose downpipe connectors and broken fixings.

Main walls

Check walls for cracks and any uneven bulging. Maintain the joints in brickwork and repair loose or broken rendering. Re-paint decorated walls regularly. Cut back or remove any plants that are harmful to mortar and render. Keep the soil level well below the level of any damp proof course (150mm minimum recommended) and make sure any ventilation bricks are kept clear. Check cladding for broken, rotted or damaged areas that need repair.

Windows and doors

Once a year check all frames for signs of rot in wood frames, for any splits in plastic or metal frames and for rusting to latches and hinges in metal frames. Maintain all decorated frames by repairing or redecorating at the first sign of deterioration. In autumn check double glazing for condensation between the glazing, as this is a sign of a faulty unit. Have broken or cracked glass replaced by a qualified specialist. Check for broken sash cords on sliding sash windows, and sills and window boards for any damage.

Conservatories and porches

Keep all glass surfaces clean, and clear all rainwater gutters and down pipes. Look for broken or defective glazing and for any leaks when it's raining. Arrange for repairs by a qualified specialist.

Other joinery and finishes

Regularly redecorate all joinery, and check for rot and decay which you should repair at the same time.

MAINTENANCE ADVICE

Inside the property

You can check the inside of your property regularly when cleaning, decorating and replacing carpets or floor coverings. You should also check the roof space occasionally.

Roof structure

When in the roof space, check for signs of any leaks and the presence of vermin, rot or decay to timbers. Also look for tears to the underfelt, and check pipes, lagging and insulated areas.

Ceilings

If you have a leak in the roof the first sign is often damp on the ceiling beneath the roof. If your ceiling begins to look uneven, this may indicate a serious problem, particularly for older ceilings which might need replacement.

Walls and partitions

Check these when you are cleaning or redecorating. Look for cracking and impact damage, or damp areas which may be caused by plumbing faults or defects on the outside of the property.

Floors

Be alert for signs of unevenness when you are cleaning or moving furniture, particularly with timber floors. Look for signs of damp that could be caused by leaking pipes below the surface.

Fireplaces, chimney breasts and flues

You should arrange for a qualified specialist to regularly sweep all used open chimneys. Also, make sure that bricked-up flues are ventilated. Flues to gas appliances should be checked annually by a qualified gas technician.

Built-in fittings, woodwork and joinery

Check for broken fittings.

Services

Ensure all meters and control valves are easy to access and not hidden or covered over.

Arrange for an appropriately qualified technician to check and test all gas and oil services, boilers, heating systems and connected devices once a year. Boilers should be serviced every year.

Electrical installations should only be replaced or modified by a suitably qualified electrician and tested as specified by the Electrical Safety Council (recommended minimum of a ten year period if no alterations or additions are made, or on change of occupancy).

Monitor plumbing regularly during use and when you are cleaning. Look out for leakage and breakages, and check insulation is adequate particularly as winter approaches.

Lift drain covers annually to check for blockages and clean these as necessary. Check any private drainage systems (septic tanks and cess pits) annually, and arrange for a qualified contractor to clear these as necessary. Keep gullies and drainage channels free from debris.

Grounds

Garages and outbuildings

Follow the maintenance advice given for the main building. Do not walk on brittle roofs (for example asbestos cement).

Other

Regularly prune trees, shrubs and hedges as necessary. Look out for any overhanging and unsafe branches, loose walls, fences and ornaments, particularly after storms. Clear leaves and other debris, moss and algae growth. Make sure all hard surfaces are stable and level, and not slippery or a trip hazard.

LEASEHOLD ADVICE

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LEASEHOLD PROPERTY ADVICE

Before you buy a leasehold property, you need to pay particular attention to the terms of the lease.

Your legal advisers are responsible for checking the lease for you, but they do not normally see the property. The surveyor may note specific features that may have legal consequences. These matters will be set out in the Report and you should give a copy of the report to your legal advisers immediately.

The surveyor also assumes that:

- if there is more than one block in the development, the lease terms apply (except for upkeep of common roads, paths, grounds and services) only to the block the property is in;
- you have the right of access over all shared roads and so on, and the right to use shared grounds, parking areas and other facilities;
- all the leases are the same in all important respects if there is more than one leaseholder;
- there is no current dispute, claim or lawsuit relating to the lease;
- the lease has no particularly troublesome or unusual restrictions;
- the property is fully insured.

Your legal advisers should check the full details of any lease. You should also ask your legal advisers the following questions.

(a) Are the other properties in the building occupied by owners or tenants?

(b) Is there a management company or a managing agent (or both) correctly set up to deal with running and maintaining the block the property is in?

(c) Who is the 'dutyholder' under the *Control of Asbestos Regulations 2006*? Your legal advisers should also get confirmation that an asbestos register and current management plan are in place, and confirmation of any associated costs that you may have to pay.

(d) Is there a suitable maintenance and replacement fund, with suitable reserves, to deal with:

- general cleaning;
- maintaining and repairing the shared parts; AND
- repairs to the main structure;

(e) How much is the rent?

(f) How much was the last paid maintenance or service charge and what period did it cover?

(g) Are the service charge accounts satisfactory and up to date?

LEASEHOLD ADVICE

(h) Are there any existing or likely management problems or disputes, or any known repairs or programmed work still to be carried out, which would affect the level of the maintenance or service charge to be paid?

(i) Are services regularly and satisfactorily maintained and are there satisfactory and current certificates for any shared facilities?

(j) Is the liability for repairs clearly set out for repairs to the property, to the shared parts and the main structure?

(k) Is the liability for repairs shared equally between leaseholders and is there a suitable process for settling any disputes which may arise in this area?

(l) Is it the management company or each individual leaseholder who is responsible for the building insurance, and is there a block insurance policy?

(m) Are there any unusual restrictions on the sale of the property?

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Carter Fielding
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020 8546 7211



1. Introduction

- 1.1. This document sets out the contractual terms upon which the Surveyor will advise you (the Client) by means of a written report as to his or her opinion of the visible condition and state of repair of the property.
- 1.2. The individual carrying out the inspection and providing advice will be a Chartered Surveyor.
- 1.3. The Surveyor will use all of the care and skill to be reasonably expected of an appropriately experienced Chartered Surveyor.
- 1.4. The Surveyor may engage other consultants such as Structural Engineers, Services Engineers or other specialists following consultation with the Client.

2. Code of conduct

- 2.1 Carter Fielding is regulated by the RICS (www.rics.org) and conforms to their Rules of Conduct.

3. Assumptions

- 3.1. Unless otherwise expressly agreed the Surveyor while preparing the Report will assume that:
 - 3.1.1. the property (if for sale) is offered with vacant possession;
 - 3.1.2. the property is connected to mains services with appropriate rights on a basis that is known and acceptable to the Client; and
 - 3.1.3. access to the property is as of right upon terms known and acceptable to the Client.

4. General description of building survey service

- 4.1. This level of service is designed for people who are seeking a professional opinion about the condition of a property and is based on a detailed assessment. Therefore, the inspection is more extensive than for other levels of service and the Surveyor will spend a considerable time at the property.
- 4.2. The Surveyor will closely inspect all parts of the building and will assess the interdependence of the different parts of the structure, especially the way in which the roof, walls and floors act together.
- 4.3. Where he is concerned about a hidden problem or defect, he will try to identify these and explain the risk they pose and what action you should take. Recommendations for further investigations will usually be the exception.

- 4.4. This level of service will suit any commercial property in any condition.
- 4.5. The Surveyor will consider his or her advice carefully but is not required to advise on any matter the significance of which, in relation to the property, is not apparent at the time of inspection from the inspection itself.
- 4.6. The Surveyor will inspect diligently but is not required to undertake any action which would risk damage to the property or injury to him.
- 4.7. The Surveyor will not undertake any structural or other calculations.

5. The inspection

- 5.1. The extent of an inspection will depend on a range of specific circumstances (including health and safety considerations). The following critical aspects may help you distinguish this from inspections at other levels of service.
 - 5.2. Accessibility and Voids – The Surveyor will inspect as much of the internal and external surface area of the building as is practicable but will not inspect those areas which are covered, unexposed, or not reasonably accessible or visible from within the site or adjacent public areas.
 - 5.2.1. An example of a structural element which cannot normally be inspected is the foundations. However, this does not mean that the survey would not reveal whether or not the foundations are structurally sound, as structural faults in foundations normally manifest themselves in other parts of the structure, particularly as structural cracking in the walls.
 - 5.2.2. The Surveyor does not move heavy furniture, drill holes or excavate trial holes or remove plaster, boarding, lining, service panels or other panelling, nor does he arrange for the inspection of cavities.
 - 5.2.3. If the Surveyor has reason to believe that there are concealed defects, he will recommend further investigation, which may involve opening up relevant parts of the structure.
- 5.3. Fixed covers or housings - The Surveyor will not attempt to remove securely fixed covers or housings without the express permission of the owner.
- 5.4. Windows - The Surveyor will attempt to open the majority of the windows.

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- 5.5. Roof spaces - The Surveyor will carry out an inspection of roof spaces that are not more than three metres above floor level using a ladder if it is safe and reasonable to do so. He will enter the roof space if it is accessible and visually inspect the roof structure with particular attention paid to those parts vulnerable to deterioration and damage.
- 5.5.1. Although he will not move thermal insulation, he will lift small corners if he considers it safe so its thickness, type and the nature of the underlying ceiling can be identified and assessed.
- 5.5.2. Where he has the permission of the owner, he will move a small number of lightweight possessions so a more thorough inspection can take place.
- 5.5.3. In recent years, the lofts of many buildings have been insulated with thick layers of thermal insulation. Usually, it is not safe to move across this material and this may restrict what he can look at in the roof space.
- 5.6. Floors - The Surveyor will closely inspect the surfaces of exposed floors and will lift the corners of any loose and unfitted carpets and other floor coverings where practicable. He will assess all floors for excessive deflection. Where the boards are lifted, he will look in the space beneath by way of an inverted 'head and shoulder' inspection. If it is safe to do so, he will enter the under-floor area to carry out a more thorough inspection as long as the access panel is big enough, the space beneath the floor is deep enough, and it is safe to do so.
- 5.7. Furniture and occupiers' possessions - The Surveyor will move lightweight, easily moveable, non-fitted items where practicable, safe and where the owner/occupier gives permission.
- 5.8. Services (for example, heating and hot and cold water) - The Surveyor will not perform or comment on design calculations, or test the service installations or appliances but will observe their normal operation in everyday use. This usually means:
- 5.8.1. operating lights and extract fans where appropriate;
- 5.8.2. asking the owner/occupier to switch on the heating appliances/system;
- 5.8.3. where he considers it appropriate to the assessment of the service system, turning on water taps, filling and emptying sinks, baths, bidets and basins, and flushing toilets to observe the performance of visible pipework; and
- 5.8.4. lifting accessible inspection chamber covers (where it is safe to do so), identifying the nature of the connections and observing water flow where a water supply is available. On dry days, this may involve pouring water into open gullies so drainage layouts can be identified.
- 5.8.5. The Surveyor will advise you that further tests and inspections will be required if the owner/occupier does not provide evidence of appropriate installation and/or maintenance, or the client requires assurance as to their condition, capability and safety.
- 5.9. Areas not inspected - The Surveyor will identify any areas, which would normally be inspected but which he was unable to inspect and indicate where he considers that access should be obtained and he will advise on possible or probable defects based on evidence from what he has been able to see.
- 6. The grounds**
- 6.1. The Surveyor will carry out a thorough visual inspection of the grounds, and, where necessary and appropriate, from adjoining public property. His assessment will include such external features as retaining walls, gardens, drives, paths, terraces, patios, steps, hard-standings, dropped kerbs, gates, trees, boundary walls, fences, non-permanent outbuildings, rights of way, and so on.
- 6.2. The inspection will also include the inside and outside of all permanent outbuildings not attached to the main building. This includes garages, workshops, storage and leisure buildings, but not the leisure facilities inside, for example swimming pools, saunas, fitness gyms, and so on.
- 6.3. Specific defective features and other matters associated with the grounds can be costly to resolve and may affect your purchase decision. Consequently, the Surveyor will inspect and report on these. Examples include assessing retaining walls in danger of collapsing, deeply sunken paths or driveways, dilapidated boundary walls or fences and the legal and insurance implications.
- 7. Premises forming part of a building**
- 7.1. Unless otherwise agreed, the Surveyor will inspect only the subject premises, the related internal and external common parts and the structure of the building or particular block in which the premises are situated. Other premises will not be inspected. The Surveyor will state in the Report the limits of access and/or visibility in relation to the common parts and structure.
- 7.2. The Surveyor will state whether he or she has seen a copy of the lease and, if not, the assumptions made as to repairing obligations.
- 7.3. The Client is reminded that, particularly in the case of large blocks, the object of the inspection is to give guidance on the general standard of construction and maintenance, pointing out those items which will require attention within, say, the next decade and not to list those minor points which would normally be taken care of in the course of routine maintenance.
- 8. Content of the report**
- 8.1. The report will reflect the thoroughness and detail of the investigation and the Surveyor will:

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- 8.1.1. describe the form of construction and materials used for each part of the building in detail and outline their performance characteristics. This is especially important for older and historic buildings;
 - 8.1.2. describe obvious defects and state the identifiable risk of those that may be hidden;
 - 8.1.3. outline remedial options and, if he consider it to be significant, explain the likely consequences if the repairs are not done;
 - 8.1.4. propose a timescale for the necessary work including recommendations for further investigation prior to commitment to purchase (only where appropriate and necessary);
 - 8.1.5. discuss future maintenance of the property and identify those elements that may result in more frequent and/or more costly maintenance and repairs than would normally be expected; and
 - 8.1.6. identify the nature of risks of the parts that have not been inspected.
- 8.2. The Surveyor will also make it clear that you should obtain any further advice and quotations he recommends before you enter into a legal commitment to buy the property.
- 8.3. The inspection of the internal finishes and decorative condition is primarily intended to ascertain whether there are any serious defects, and whilst the Surveyor will make general comments, he does not normally list all minor defects and blemishes unless he is also specifically asked to prepare a Schedule of Condition.
- 9. Delivery of the report**
- 9.1. The Surveyor will send the Report to the Client's address (or other agreed address) by first class post for the sole use of the Client. A pdf copy will be sent to the Client electronically.
- 10. Insurance rebuilding cost assessment**
- 10.1. The Surveyor will provide an insurance rebuilding cost assessment only if this is agreed at the time of taking instructions. Building insurance cost assessments will be calculated using indices and guidance published by the Building Costs Information Service.
- 11. Dangerous materials, contamination and environmental issues**
- 11.1. The Surveyor makes no enquiries about contamination or other environmental dangers. If he suspects a problem, he will recommend further investigations.
- 11.2. The Surveyor will assume that no harmful or dangerous materials have been used in the construction, and he does not have a duty to justify making this assumption. However, if the inspection shows that these materials have been used, he must report this and ask you for further instructions.
- 11.3. The Surveyor does not carry out an asbestos inspection or act as an asbestos inspector when inspecting properties that may fall within the Control of Asbestos Regulations 2012. He will assume there is a 'dutyholder' (as defined in the Regulations), an asbestos register and an effective management plan all in place and none of these presents a significant risk to health or need any immediate payment. He does not consult the dutyholder.
- 11.4. The Surveyor will note the presence of lead water supply pipes and give general advice if these materials can be seen. However, you must appreciate that materials are often concealed within the construction of the building. If he is concerned about lead pipes he can see, he may recommend a specialist inspection and report.
- 11.5. The Surveyor will advise if the property is in an area where, based on information published by Public Health England, there is a risk of radon. In such cases, he will advise further tests to establish the precise radon level.
- 11.6. The Surveyor will advise if there are transformer stations or overhead power lines that he can see during the normal course of the inspection. If present, he cannot assess any possible effect on health. For obvious reasons, he cannot report on any underground cables.
- 11.7. Particular noise and disturbance affecting the property will only be noted if it is significant at the time of the inspection or if specific investigation has been agreed between the Surveyor and the Client and confirmed in writing.
- 11.8. The Surveyor will report on any obvious health and safety hazards to the extent that they are apparent as part of the inspection.
- 11.9. The Surveyor will not be required to comment upon the possible existence of noxious substances, landfill or mineral extraction, or other forms of contamination.
- 12. Consents, approvals and searches**
- 12.1. The Surveyor will assume that the property is not subject to any unusual or especially onerous restrictions, obligations or covenants which apply to the property or affect the reasonable enjoyment of the property.
- 12.2. The Surveyor will assume that all Planning Permissions, Building Regulations and other consents required in relation to the property have been obtained. The Surveyor will not verify whether such consents have been obtained. Any enquiries should be made by the Client or the Client's legal advisers.
- 12.3. In the case of new buildings, alterations and extensions which require statutory consents or approvals, he will not verify whether these have been obtained but he will identify where these consents may have been required. You should ask your legal adviser to follow up on these matters. The Surveyor will not inspect drawings and specifications unless you specifically ask.

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12.4. The Surveyor will assume that the property is unaffected by any matters which would be revealed by a Local Search and replies to the usual enquiries, or by a Statutory Notice, and that neither the property, nor its condition, its use or its intended use, is or will be unlawful.

12.5. In all cases where specialist firms have carried out work such as underpinning, woodworm or dry rot treatment or inserted damp proof courses, it is essential that all documents relating to this, including the original recommendations and the receipted account be obtained, so that your solicitors can check these. They should then be forwarded to the Surveyor so he can comment on the extent of the treatment. If the Surveyor does not receive copies of these documents, it is impossible for him to ascertain whether or not the treatment carried out is likely to prove to be effective.

13. Fees and expenses

13.1. Fees for services contained within this scope of service are based upon a proper resource assessment to confirm what services are going to be provided and by whom. In this way the fee will take due account of the complexity, duration and scope of the service to be provided.

13.2. The Client will pay Carter Fielding the agreed fee for the report together with expenses.

13.3. All charges are exclusive of VAT, which will be added at the appropriate rate.

13.4. Carter Fielding may provide, for an additional fee, such additional services as may be agreed between Carter Fielding and the Client and confirmed by Carter Fielding in writing.

13.5. The Surveyor may charge for further advice or meetings following delivery of the report at an hourly rate of £195.00 per hour plus VAT.

13.6. Payment is to be made within 14 days of the invoice date and before the release of the report. Interest at the rate of 1% per month will be charged on unpaid invoices.

14. Referral fees

14.1. The Surveyor does not pay a referral fee or equivalent inducement to any party who may have recommended his services to you.

15. Time charges

15.1. Where no scale of charges is applicable to the service provided, fees will be charged on a time basis plus expenses unless otherwise agreed. This will include travelling, waiting and abortive time.

16. Jurisdiction

16.1. Our contract with you for the provision of services is subject to English Law. Any dispute in relation to this contract, or any aspect of the service, shall be subject to the exclusive jurisdiction of the Courts of England and Wales, and shall be determined by the application of English Law, regardless of who initiates proceedings in relation to the service.

17. Limitation of liability

17.1. Liability Cap

The Royal Institution of Chartered Surveyors (RICS) recommends the use of liability caps to members as a way in which to manage the risk in their work. Carter Fielding's aggregate liability arising out of, or in connection with the service, whether arising from negligence, breach of contract, or any other cause whatsoever, shall in no event exceed a multiple of 20 times the agreed fee subject to a maximum of £250,000. This clause shall not exclude or limit liability for actual fraud, and shall not limit liability for death or personal injury caused by Carter Fielding's negligence.

17.2. Proportionate liability:

If you suffer loss as a result of our breach of contract or negligence, Carter Fielding's liability shall be limited to a just and equitable proportion of your loss having regard to the extent of responsibility of any other party. Carter Fielding's liability shall not increase by reason of a shortfall in recovery from any other party, whether that shortfall arises from an agreement between you and them, your difficulty in enforcement, or any other cause.

17.3. Personal liability:

None of Carter Fielding's employees, directors or consultants individually has a contract with you or owes you a duty of care or personal responsibility. You agree that you will not bring any claim against any such individuals personally in connection with the services.

18. Cancelling this contract

18.1. Nothing in this clause shall operate to exclude, limit or otherwise affect your rights to cancel under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 or the Consumer Rights Act 2015, or under any such other legislation as may from time to time be applicable.

18.2. Entirely without prejudice to any other rights that you may have under any applicable legislation, you are entitled to cancel this contract in writing by giving notice to Carter Fielding's office within fourteen days of entering into this contract.

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18.3. Please note that where you have requested that Carter Fielding provides services to you within fourteen days of entering into the contract, you will be responsible for fees and charges incurred by Carter Fielding up until the date of cancellation. These will be based on hourly charges which include all time spent on a particular project, including traveling, waiting and abortive time. The current indicative hourly rates are: Director £210.00, Principal Surveyor £195.00, Qualified Surveyor, Architect or Engineer £155.00, Assistant £103.00. Reasonable expenses and disbursements such as travel, parking, printing and VAT are payable in addition to the hourly charges.

18.4. Without limiting their other rights or remedies, Carter Fielding may suspend the services if you fail to pay any amount due on the due date for payment.

19. Copyright and intellectual property rights

19.1. Carter Fielding shall retain copyright in and ownership of, all documents, drawings, maps, photographic and other records, and presentation materials prepared by Carter Fielding. Carter Fielding may publish or join in publishing any description or illustration of the works with the prior consent of the Client.

20. Restriction on disclosure

20.1. The Client agrees to keep the documents, including any reports, schedules, calculations and drawings, prepared by Carter Fielding or contained in the Award confidential. In particular (but without limit) the Client must not disclose the whole or any part of the documents to any person (other than a professional advisor) who may intend to rely upon it for any purpose.

20.2. Our advice is provided for your benefit alone and solely for the purposes of the instruction to which it relates. Our report and other advice may not, without our written consent, be used or relied upon by any third party, even if that third party pays all or part of our fees, or is permitted to see a copy of our report. If we do provide written consent to a third party relying on our advice, any such third party is deemed to have accepted the terms of our appointment.

21. Miscellaneous

21.1. Unless expressly provided, no term in the contract between Carter Fielding and the Client is enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person other than Carter Fielding or the Client.

21.2. Where the Client has instructed Carter Fielding to make investigations which cause damage to the property on the basis that the Client has obtained the owner's consent, the Client will indemnify Carter Fielding against any loss or cost arising.

21.3. The Client may only rely upon the Surveyor's advice and Report for purposes described in the Particulars or

communicated to the Surveyor in writing prior to the agreement of the Fee and if the client wishes to rely upon such advice and Report for any other purpose he or she may only do so with the written consent of the Surveyor.

21.4. The report should not be taken as a warranty or guarantee that there are no latent or concealed defects.

21.5. On no account should contracts to purchase be exchanged prior to receipt of our written report and supplementary reports. Any oral advice given prior to receipt of the written report is for general information only and must not be acted upon.

21.6. If any provision or part-provision of these terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these terms.

21.7. A waiver of any right under these terms or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by Carter Fielding in exercising any right or remedy provided under these terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

22. Privacy and dispute resolution

22.1. In the event that the Client has a complaint regarding the standard of service he or she has received, a formal complaints handling procedure will be followed. Using Carter Fielding's complaints handling procedure will not affect the Client's legal rights. Copies of our Privacy Policy and Complaints Handling Procedure are available on request.

22.2. Alternative Dispute Resolution

22.2.1. In the event of a dispute not being resolved we agree to the referral of the complaint to the following alternative dispute resolution entities:

22.2.2. Consumer Clients - Ombudsman Services: Property, PO Box 1021, Warrington, WA4 9FE. Telephone 0330 440 1600. Website – www.ombudsman-services.org/contact-us-property.html

22.2.3. Business Clients - RICS Dispute Resolution Service, Surveyor Court, Westwood Way, Coventry, CV4 8JE. Telephone 020 7334 3806. Website – www.rics.org/uk/join/member-accreditations-list/dispute-resolution-service/about-dispute-resolution-service/

