



**Lambert  
Smith  
Hampton**

[www.lsh.co.uk](http://www.lsh.co.uk)

## **Building Survey Report**

On

**52-54 Avenue Road  
London NW8 6HS**

On behalf of

**SM Skinner and CR Jennings acting  
as LPA Receivers of 52-54 Avenue Road  
c/o Lambert Smith Hampton  
UK House  
180 Oxford Street  
London  
W1D 1NN**

Prepared by:

Lambert Smith Hampton  
UK House  
180 Oxford Street  
London W1D 1NN

Tel: 020 7198 2000  
Date: 05 July 2019  
Ref: 0146739-LW-0000

|                                |  |
|--------------------------------|--|
| <b>Purpose of Inspection:</b>  | Building Survey to determine Condition     |
| <b>Tenure:</b>                 | Leasehold                                  |
| <b>Building Type:</b>          | Residential Dwelling (Derelict)            |
| <b>Size:</b>                   | 7,298 ft <sup>2</sup> (678m <sup>2</sup> ) |
| <b>Period of Construction:</b> | 1950's (estimated)                         |
| <b>EPC Rating:</b>             | No EPC Certificate found                   |



## EXECUTIVE SUMMARY

This Executive Summary sets out our principal findings and comments following our site inspection on DATE. For ease of reference we have adopted a red or amber coding to illustrate the relative importance. The following colour coded identification flag has been utilised:

- Serious or critical issue.
- Important issue.

The following table summarises our key findings:

|    |   |  |
|----|---|--|
| 1. | This derelict two storey residential dwelling house dating from the 1950's with staff accommodation wing is unoccupied and uninhabitable.   |  |
| 2. | Although the foundations appear to be adequately supporting the loads currently imposed, the porch has settled leading to minor dislodgement of the front columns.  |  |
| 3. | However, the structure and fabric has been severely damaged by defective roofs (some of which have collapsed), cracked and leaking rainwater goods, missing rendering, root incursion, penetrating and rising dampness, mould and fungal attack.  |  |
| 4. | At least one window is missing, others are rotted. Shutters, cills, large slabs of wall render and sections of GRP cornice have fallen from the building and we do not consider that the property is safe. The derelict swimming pool requires better protection against accidental falls and in our opinion the property as a whole is unsafe for access due to the risk of falling external features. |  |
| 5. | The internal areas and roof voids are damp, pigeon infested and in an advanced stage of decay such that the cost of rebuilding structural elements and repairing all the internal finishes, fittings and electrical, mechanical and plumbing installations is likely to outweigh the cost of demolition and rebuilding.   |  |
| 6. | In our opinion demolition and rebuilding would be a more cost effective method of providing a habitable building for a future occupier.   |  |

This Executive Summary should be read in conjunction with our full report below.

Prepared by: David Pincott MA MRICS  
Lambert Smith Hampton Building Consultancy Division  
UK House, 180 Oxford Street, London W1D 1NN

Reviewed by: Gary Blackman

Telephone: 020 7198 2000

Email: dpincott@lsh.co.uk

Inspection Date: 27 June 2019

Report Issue Date: 05 July 2019

This document has been prepared and checked in accordance with the Lambert Smith Hampton Quality Assurance procedures and authorised for release.

Signed:



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For and on behalf of Lambert Smith Hampton

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## CONTENTS

|   |           |
|---|-----------|
| <b>1.0 INTRODUCTION .....</b>               | <b>2</b>  |
| <b>2.0 PROPERTY DESCRIPTION.....</b>        | <b>3</b>  |
| <b>3.0 CONDITION.....</b>                   | <b>3</b>  |
| <b>4.0 SERVICES INSTALLATIONS .....</b>     | <b>11</b> |
| <b>5.0 STATUTORY AND OTHER MATTERS.....</b> | <b>11</b> |
| <b>6.0 MATTERS FOR YOUR SOLICITOR.....</b>  | <b>11</b> |

|            |   |
|------------|---|
| Appendix A | Fee Proposal, Terms and Conditions & Scope of Service |
| Appendix B | Deleterious Materials                                 |

## **1.0 INTRODUCTION**

### **1.1 Basis of Inspection**

- 1.1.1 We received your signed instructions on 26 June 2019 to proceed with a Building Survey based on our Terms of Engagement and Scope of Service and our Fee Proposal of 25 June 2019 (see Appendix A).
- 1.1.2 This report summarises our findings and is an overview of the building's physical condition. We highlight apparent defects in its construction and make recommendations with costs.
- 1.1.3 At the time of our inspection on the weather conditions were dry and bright.
- 1.1.4 We have assumed the notation that the front elevation courtyard faces east while the Avenue Road garden elevation faces west. All other references are given on this basis.

### **1.2 Limitations**

- 1.2.1 The areas of the property which we were unable to gain access to during the inspection are as follows;
  - Flat roofs throughout
  - Roof voids of both the main building and staff accommodation.
  - The second floor of the staff accommodation.
  - The ground floor rooms of the main building accessed via the terrace.
  - The extensively overgrown garden to the west of the building.
- 1.2.2 In accordance with our standard practice, we must state that this report is for the use only of the party to whom it is addressed and no responsibility is accepted to any third party for the whole or any part of its contents.

## 2.0 PROPERTY DESCRIPTION

- 2.1 This is a derelict detached two storey residential dwelling house dating from the 1950's with staff accommodation wing. The accommodation is unoccupied, boarded up and secured with a monitored 24 hour alarm managed by Veritas Maintenance and Security. The garden on the west side is overgrown with vegetation and largely inaccessible as are the external areas on the north and south borders.

- 2.2 General photos are shown below:-



Main building facing courtyard



Linked staff accommodation



View of west elevation from overgrown garden



Main reception

- 2.3 The construction consists of loadbearing solid brick walls (rendered), pitched main roof, subsidiary flat roof areas, timber windows and doors and a combination of suspended timber and solid floors. No kitchen is fitted and many of the electrical and plumbing services have been stripped out.

## 3.0 CONDITION

### *Structure And Foundations*

- 3.1 We could not inspect the foundations of the building. However, we did not see any significant cracking to the building fabric which is indicative of foundation failure. Several cracks to the east façade suggest an element of ground movement, but these cracks could also be due to sulphate attack which is expansion of the bed joints as a result of persistent wetting.
- 3.2 Small domestic structures from the 1930's are likely to have relatively shallow foundations compared with current standards and as a result they are more susceptible to moisture and



temperature movement, although we are unable to confirm the depth without digging a trial pit.

- 3.3 The Tuscan columns formed of cast stone to the front porch are slightly dislodged out of the vertical. Porches are often less well founded than main walls and this defect would require underpinning or renewal of foundations. Two of the capitals (the tops) to the columns have also suffered from severe weathering and have partially broken away and we found evidence of dampness from a leak in the porch roof although there was no access to inspect the finish. The porch is generally in poor condition and we recommend complete rebuilding.



A stepped crack to the north-east corner



Dislodged columns and damaged cornice to porch

- 3.4 Concerning the external load-bearing walls, we have commented below on these under the heading "perimeter walls".

#### ***Roof And Rainwater Goods***

- 3.5 The main building is covered by a timber-framed pitched and hipped roof with clay pantiles and clay half round ridge tiles. There is a single chimney stack and a concealed rainwater gutter behind the parapet walls. Rainwater goods consist of a combination of cast iron and plastic hoppers and downpipes.

- 3.6 We inspected the main roof from ground level but could not access the roof voids or inspect the gutters. We are concerned there may be dampness in the roof void and rotting of timbers, particularly at the perimeter where plants are growing externally out of the parapet gutters. Although no significant defects could be seen to the main roof pitches, we found evidence of water penetration internally at first floor level and there are signs of delamination on some tiles.



Vegetation growth to the north-east corner parapet of the main building



Vegetation growth within a cast iron hopper

- 3.7 The staff accommodation wing is of similar construction, but the pitched roof discharges to a cast iron box gutter at the eaves and downpipes. There are 3 dormer windows to each north

and south facing elevation, which has been boarded up. We could not see any evidence of a roofing felt or other waterproof membrane installed under the tiles which is normally present as a secondary defence.

- 3.8 This staff roof is in poor condition. On the east side of the staff accommodation a section of pantiles adjacent to the gable wall are missing and this has caused significant dampness internally with consequential damage to internal finishes. ●



Missing pantiles to staff accommodation roof



Dormer window to staff accommodation



Buddleia plants causing damage to structure and rainwater goods



Rear Staff accommodation

- 3.9 The timber cladding to the dormer windows is in poor condition and this is rotting in areas. We also have concerns for the detailing between the roof and the dormers, as no lead flashing is installed. ●
- 3.10 The rainwater goods to all areas are in poor condition. There is extensive vegetation growth in the parapets and gutters. The majority of the rainwater goods appear original, although we did note uPVC downpipes to the south elevation of the staff accommodation. We recommend a full replacement of all rainwater goods serving the property. ●





Cracked cast iron swan neck detail



Disconnected uPVC downpipe causing severe damage to wall below

### ***Perimeter Walls***

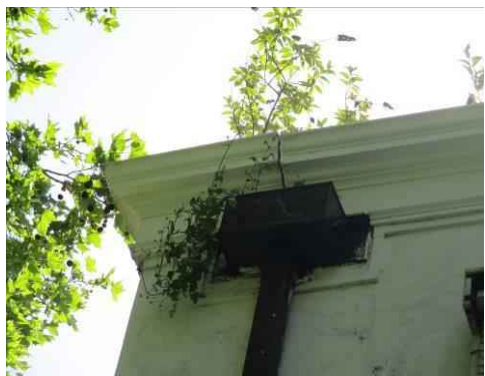
- 3.11 The external elevations are of solid brick construction, rendered and with a painted finish. Cracking to large areas of the façade is indicative of sulphate attack where the brickwork suffers continuous high levels of dampness. This defect is a result of trapped moisture to masonry walls which reacts with the sulphates contained within the masonry/ mortar causing expansion. The cracked render is in very poor condition and has de-bonded in multiple locations, perhaps due to the high cement content. All the external render needs to be hacked off and renewed.
- 3.12 The external walls and relatively plumb and where visible on the courtyard elevations are without obvious bowing or bulging.



Sulphate attack on east elevation of the main building



Section of de-bonded render and invasive vegetation



The north-east corner cornice is loose



Very loose cornice section to the west parapet

- 3.13 Glass reinforced plastic (GRP) cornices have been attached to the parapets but these are poorly fixed and several sections have fallen while others are dislodged and loose. We consider they are in a dangerous condition. ●
- 3.14 The brickwork to the south elevation of the staff accommodation is in poor condition; plants and their roots have become so established in the walls that large sections of wall must be taken down and rebuilt. ●

#### **Windows And External Doors**

- 3.15 The windows comprise single glazed timber framed double sashes with timber cills. The majority of the windows and doors are boarded up or fixed shut. Hence we could not inspect or test a large portion of these from the inside. The timber cills are fixed to the walls instead of being built in which is a poor detail. A number of these timber window cills were either rotten or had fallen from the building entirely. ●
- 3.16 Electric roller shutters have been installed to windows of the main building as a security provision. The retrospective installation involves surface mounted conduit fixed to the external façade of the building which detracts from the appearance. We did not test any of the shutters, but they appear dilapidated and non-functioning. The frames are loose and some may be in danger of falling. ●



Fallen timber window cill



Defective roller shutter

- 3.17 A temporary security door is installed at the main entrance. The timber framed double doors have single glazed panels. Some external doors are boarded up.
- 3.18 The windows and doors to the staff accommodation are in poor condition and most are boarded up. No roller shutters have been installed to this building. The timber surrounds to the windows are severely dilapidated and rotten. One window is completely missing. ●



Missing window to Staff Accommodation



Corroded window lintol



- 3.19 Window lintols where visible are mild steel and corroded. We recommend these are renewed which will involve rebuilding window openings. ●
- 3.20 The metal garage door and frame appears to be in poor condition.



Rotten timber surrounds



Garage door in poor condition

### ***Internal Areas***

- 3.21 The internal areas are in a damp, dilapidated and damaged condition and uninhabitable. A roof and ceiling in the main reception has collapsed leaving this room open to the sky and suffering from major water incursion. A steel supporting beam is corroded and large elements of the structure and fabric need to be removed and rebuilt. Plant roots have grown deep into ceilings and walls after years of neglect. Many surfaces are suffering from mould and the internal walls from rising and penetrating damp caused by defective rainwater goods and render. ●



Collapsed roof / ceiling over reception area



Corroded steel beam



Plaster ceiling removed adjoining reception



Mould growth and rising damp to staff accommodation

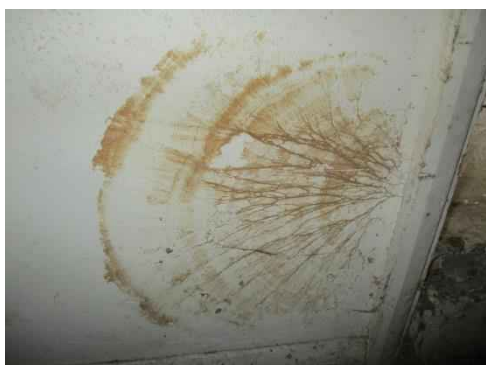
- 3.22 The internal areas are covered in pigeon droppings and dead pigeons. The main reception fireplace piece has been removed and most of the mechanical and electrical fittings, cabling and conduit have been stripped out. It is likely that the building had a chimney serving this fireplace which was been removed.
- 3.23 The bathrooms and other sanitary appliances have been vandalised.



Vandalised vanity unit



Penetrating damp in the staff accommodation



Mycelium from fungal growth



Rotted timber skirtings



A root has penetrated the building fabric



Collapsed ceiling



Rot to first floor timber floor joist



Damp penetration from roof

- 3.24 Most of the ceilings at 1<sup>st</sup> floor level show signs of dampness from roof leaks and it is likely that both the timber ceiling joists and plasterwork must be renewed. ●
- 3.25 Floors are a combination of solid and timber construction. Sections of the ground floor ceiling have been taken down and the timber joists are exposed. The timber joists are built into the solid external walls and although we did not see any significant fungal fruiting bodies, we did find rotted timbers which must be renewed. ●
- 3.26 Access to the first floor is provided by a concrete staircase situated within the reception at the east part of the building. The staircase is fitted with a decorative metal handrail and balustrades and is finished with carpet. It appears sound.
- 3.27 All the internal finishes must be stripped out back to the shell of the building and renewed together with all building services and utilities. Following roof renewal, masonry must be allowed to dry out for many months and decontamination of fungal and vegetation growth undertaken, which includes an element of rebuilding internal and external walls before new finishes are installed. ●
- 3.28 The scale of the damage is such that the cost of repair and re-fitting is not cost effective compared with demolition and rebuilding.

#### ***Site Boundaries And External Areas***

- 3.29 The property has a garden to the west of the building and hardstanding entrance/ car parking area to the east. The garden is extensively overgrowth and largely inaccessible. A swimming pool is also located to the south-west of the building and we question if the temporary timber fencing installed to the perimeter is sufficient to protect against falls because of the concealment by vegetation. A timber structure over the pool is in poor condition. ●



Timber fencing to swimming pool



Entranceway / car park to the east



- 3.30 The property is mainly enclosed by a solid brick walls, with sections of wrought iron railings and gates covered with timber fencing materials. Only small sections of the boundary wall are visible due to extensive vegetation growth.



Entrance gates from Elsworthy Road



Boundary wall to the north

#### 4.0 SERVICES INSTALLATIONS

- 4.1 With the exception of some redundant radiators, light fittings, electrical and copper cabling and electrical fuse boards, the services installations have been largely stripped out.

#### 5.0 STATUTORY AND OTHER MATTERS

- 5.1 We have not received an asbestos register for the building but it is likely that some asbestos material exists due to the age of the property. ●
- 5.2 Parts of the property are unsafe and the longer it is left unattended the greater the risk of accident. We recommend that extreme care needs to be taken when inspecting. ●

#### 6.0 MATTERS FOR YOUR SOLICITOR

- 6.1 We recommend a number of matters for your solicitor to consider, make enquiries and take action as appropriate. These are set out below :-
- I. Your solicitor should advise on the location of the boundary walls (whether the edge of the pavement or the line of fencing) and the ownership / responsibility for repair of party fences
  - II. To protect against unauthorised use of the building, the window which is missing should be boarded up.

## **APPENDIX A**

### **FEE PROPOSAL, TERMS AND CONDITIONS AND SCOPE OF SERVICE**

## Skinner Stephen

---

**From:** Pincott David  
**Sent:** 25 June 2019 19:12  
**To:** Skinner Stephen  
**Cc:** Totten Alyson; Roberts Jack  
**Subject:** Building Survey – 52-54 Avenue Road, London NW8 6HS  
**Attachments:** LSH ToE England Wales Building Consultancy V7-04.06.2018.pdf; BS 03 - Scope - Building Surveys.pdf

Dear Steven

### Building Survey – 52-54 Avenue Road, London NW8 6HS

I am pleased to confirm my quotation for undertaking a building survey, including confirmation of the scope of this work:-

#### Brief

**Client:** HSBC Private Bank (UK) Limited

**Property:** Detached residential house of approximately 7,298 ft<sup>2</sup> (678 m<sup>2</sup>) arranged on ground and first floors.



My understanding is that you are acquiring the freehold of this property.

#### Client Requirements:

You require a Technical Due Diligence building survey to assess the nature and condition of the property and to raise any key risks and repair costs prior to acquisition of the interest. You also require an assessment whether any parts of the building would be capable of moderate cost refurbishment in order to let the premises to a tenant. Full descriptions and photographs will be taken of the interior and exterior. The scope of my building survey is as described in the LSH Scope of Services attached.

I understand that the building is in a very poor state of repair and that extreme caution will be required in the event that the floor, ceilings and other elements are in an unsafe condition. I will be unable to examine areas if I consider that it is not safe to do so and report back to you immediately while at the building for further instructions.

I will provide a schedule of repairs and remediation costs within the report. I would suggest a level of materiality threshold of £1,000.

#### Exclusions

Kindly advise if you require any additional services - I can obtain separate specialist quotations for an asbestos audit, examination of the mechanical, electrical and public health services, a Phase 1 Environmental Assessment, CCTV drainage surveys, topographical or measured surveys, asbestos audit, or laboratory testing of a elements.

I would also be pleased to carry out a building reinstatement cost assessment for insurance purposes for an additional fee of £750 plus VAT if required.

## Fee

### LSH Building Survey:

*All plus disbursements and VAT*

## Limitations and Information Required

This proposal should be read in conjunction with the attached;

- LSH Terms of Engagement
- LSH Scope of Services

Before I visit the premises, can you please advise if the following information is available:-

1. Asbestos Audit
2. Measured plans
3. Previous building reports or valuations
4. Photographs from recent inspections

The limit of the company's maximum aggregate liability to you under this instruction will in no circumstances exceed £1,000,000.

## Timescale

The inspection can be carried out very soon and at your convenience, once access can be arranged with Veritas Security who will attend and open up the staff quarters which are permanently boarded. We are provisionally looking at Thursday 27 June 2019 and I will bring an assistant Jack Roberts with me for safety reasons. We are likely to need at least 4 hours. Kindly confirm that access to the house and all internal areas such as hatches, ducts, roof voids, outhouses and plant areas will be available. My Building Survey Report will be prepared and issued within 7 calendar days of my site inspection.

## Appointment

If you wish to confirm this instruction, can you please arrange for the section below to be signed, scanned and emailed back to me as authorisation to proceed.

We appoint Lambert Smith Hampton to undertake the instruction detailed above and in accordance with our terms of engagement and scope of services.

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Invoice Name and Address: \_\_\_\_\_

Date: \_\_\_\_\_

*28/6/19*

Do feel free to contact me if you have any queries and I look forward to hearing from you.

Kind Regards,

# Terms of Engagement for Building Consultancy Services

## 1 INTERPRETATION

### i) In these Terms:

"Agreement" means the agreement between the Client and LSH for carrying out the Service incorporating the Terms and the Engagement Letter.

"Client" means the person to whom LSH is to provide services in accordance with the Terms and includes the person to whom the Engagement Letter is addressed.

"Director" means any person whose title includes the word 'director' whether or not a statutory director.

"Engagement Letter" means the letter or proposal document sent out by LSH to the Client setting out the basis on which it will carry out the Service.

"Expert Witness Terms" means the terms and conditions which, in addition to the Terms of Engagement letter, govern the provision of the Expert Witness Services (as defined within the Expert Witness Terms of Engagement).

"Force Majeure" means any circumstances beyond the reasonable control of LSH including without limitation, war or threat of war, actual or threatened terrorist activity, any form of industrial action, disaster, adverse weather, act of God or act of governmental or other regulatory bodies.

"LSH" means Lambert Smith Hampton Group Limited whose registered office is at United Kingdom House, 180 Oxford Street, London W1D 1NN and any company which is the same group of companies as that company.

"Property" means the property identified in the Engagement Letter and any agreed variation to the Engagement Letter, (and includes any property being or to be constructed altered, repaired or modified as part of the Service).

"RICS" means the Royal Institution of Chartered Surveyors.

"Scope of Service" means the schedule setting out the scope of service appended to or otherwise referred to in the Engagement Letter.

"Service" means the service to be performed or procured by LSH under the Agreement including, where applicable, any Expert Witness Services (as defined in the Expert Witness Terms).

"Terms" means the terms and conditions set out in this document and includes the Expert Witness Terms and any other terms and conditions set out in the Engagement Letter or any other letter or document from LSH accompanying, supplementing or varying the Terms.

### ii) In these Terms:

- (a) A reference to "writing" includes electronic mail
- (b) A reference to any provision of a statute or regulation shall be construed as a reference to that provision as it is in force at the relevant time taking account of any amendment, re-enactment, extension or repeal.
- (c) Except where the context otherwise requires, words denoting the singular include the plural and vice versa, words denoting any gender include all genders and any reference to a "person" includes an individual, firm, corporation and/or other legal entity.
- (d) References to a numbered Condition are to that condition in these Terms.
- (e) The headings are for convenience only and shall not affect the interpretation of these Terms.

## 2 GENERAL

- i) The Agreement shall be made when the Client receives a copy of the Terms or gives instructions to LSH, whichever shall be the later, and shall be subject to the Terms, which shall also apply to all or any part of the Service carried out prior to such date.
- ii) LSH shall perform all Services on the basis of the Terms only, which shall apply to the exclusion of any other terms and conditions which the Client may seek to impose.
- iii) No variation of the Terms or the Engagement Letter shall be binding unless previously agreed in writing by a Director of LSH and in entering into the Agreement the Client acknowledges that it has not relied on any statement, promise or representation which has not been confirmed in writing by a 'Director' of LSH.
- iv) In the event of any ambiguity or conflict between any of the documents comprising the Agreement, the Engagement Letter shall take precedence over any of the other Terms.

- v) Nothing in the Agreement shall confer or purport to confer on any third party any benefit or right to enforce any terms of the Agreement. No term of the Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to the Agreement, although this shall not affect any right or remedy of any third party which exists or is available other than under such Act.
- vi) LSH's duties under the Agreement shall be limited to those set out in the Terms.
- vii) LSH shall be entitled to accept and act on any instruction given to LSH by any person who is an employee of, or agent, advisor or subcontractor to, the Client.
- viii) If any provision of the Terms shall become or be declared illegal, invalid or unenforceable for any reason such provision shall be divisible and shall be deemed to be deleted, from the Terms.
- ix) Nothing in this Condition 2 shall exclude or limit LSH's liability for fraud or fraudulent misrepresentation.
- x) The Client shall provide its authority, instructions or information required to LSH promptly.
- xi) It is a Condition of the Client's agreement with LSH that (save where LSH instructs independent experts, consultants or other third parties on the Client's behalf) the duties and responsibilities owed to the Client are solely and exclusively those of LSH and that no employee of LSH shall owe the Client any personal duty of care or be liable to the Client for any loss or damage howsoever arising as a consequence of the acts or omissions of such employee (including negligent acts or omissions) save and to the extent that such loss or damage is caused by the fraud, dishonesty, wilful misconduct or unauthorised conduct on the part of such employee.

## 3 SERVICE

LSH shall seek to provide a service such as would be expected of a national firm of consultant surveyors in a proper professional manner and shall perform the Service with all reasonable care and skill.

The Service shall, however, be provided on the basis that:

- i) LSH reserves the right to carry out instructions in accordance with such procedures, principles or methodologies as LSH deems to be appropriate. Where appropriate, LSH shall comply with the relevant Practice Statements and Guidance Notes published by the RICS.
- ii) LSH should carry out a visual inspection of all accessible internal and external parts of the Property available at the time of the inspection only and LSH shall not be obliged and shall unless otherwise agreed not carry out any inspection of parts of the Property that require opening up or invasive investigations or of concealed or inaccessible areas and LSH shall not be under any duty to identify or deal with any concealed defects or generally any closed up areas or spaces and LSH shall not be obliged and will not unless otherwise agreed carry out any inspection of external parts of the Property above 2 metres high and, in any event, will only carry out external inspections to the extent that a fixed and safe form of appropriate access is available or if the Client instructs LSH and LSH agrees to hire specialist access equipment at the Client's expense.
- iii) The Client shall indemnify LSH in the event that LSH are required or if it is reasonably necessary to carry out any form of opening up or invasive investigation to the Property or in the event that LSH agree to hire or procure specialist access equipment and such indemnity is in respect of all actions, claims, demands, expenses and proceedings arising out of or in connection with or incidental to the carrying out of such inspections with or without specialist access equipment in respect of the Client's Property or any third party or third party's property other than those arising by virtue of the negligent or wilful default of LSH or its employees or agents and the Client shall specifically indemnify LSH against the cost of any remedial or reinstatement works required following the carrying out of such investigations.
- iv) No building materials including the fabric of the Property or any constituent parts or services shall be tested or analysed unless specifically requested and agreed by LSH.
- v) LSH shall not be under any obligation to inspect any service media, conduits, drains or shafts including lift shafts, service ducts, suspended ceilings or floors and any advice or comments made by LSH about any such areas must not be relied on by the Client without specialist survey.
- vi) The Services shall be limited to matters upon which it is suitable and usual for a chartered building surveyor to advise and unless the Client specifically instructs and LSH accepts such instruction in writing, LSH will not undertake any detailed engineering, service installations, plant and machinery or structural inspections or reports regarding the Property.
- vii) LSH shall not be obliged and will not unless otherwise agreed carry out any assessment or advice in respect of environmental or contamination issues relating to the Property and in all cases a specialist shall be instructed to this purpose.



- viii) LSH shall not be obliged to provide estimates for any likely cost of works or quantities or other such specialist advice unless the Client instructs LSH and LSH agree in writing to perform such services and LSH shall not be obliged and will not unless otherwise agreed carry out any service including the certification or approval of works or stages of works or payments to contractors or due under any form of contract or otherwise unless the Client instructs LSH to do so and LSH agrees in writing to perform such services.
- ix) LSH will not provide advice regarding IT management infrastructure or services including computers, data chip information sensitivity, compliance issues, software or hardware in connection with climate control or other facility management systems.
- x) Estimates of times for performance of all or any part of the Service have been made upon the basis of information available to LSH at the time and are approximate only so that LSH shall not be bound by any such estimate.
- xi) LSH may, if it considers it appropriate, secure performance of any or all Services by instructing one or more other persons (whether as sub-contractor or in any other capacity) upon such terms as LSH considers appropriate. In circumstances where LSH secures the performance of another person, no additional fee shall be payable by the Client in the absence of prior agreement to such additional fee but the Client shall be liable to pay all fees and other sums payable to LSH as if all Services had been performed by LSH.
- xii) The Client shall provide LSH (or ensure that LSH is provided) with details of any other consultants or contractors appointed or to be appointed by the client relevant to the Service and shall provide LSH with details and shall facilitate access to the Property and the Clients shall be liable to pay LSH for any abortive time incurred in travelling, waiting or otherwise in connection with access and inspection arrangements.

#### **4 THE PROPERTY**

##### **i) Information**

The Client warrants, represents and undertakes to LSH that (save as specifically notified to LSH by the Client in writing):

- (a) LSH shall be entitled to rely upon information and documents provided by or on behalf of the Client including those relating to matters such as Health & Safety, the Asbestos Register, Energy Performance and details of tenure, tenancies, use, contamination, building costs, costs of development, town planning consents and building regulation consents and the like as being, to the best of the Client's knowledge, information and belief, accurate and not misleading (either on their face or by inference or omission) and the Client shall advise LSH and shall instruct any advisor to inform LSH in the event that the Client and/or any advisor receives notice or becomes in any other way aware that any information given to LSH is or may be misleading or inaccurate.
- (b) It shall provide legible true copies of any relevant documents reasonably required by LSH including all/any court orders and directions where LSH are appointed as expert witness.
- (c) It shall make arrangements for the inspection of or attendance at the Property by LSH on reasonable notice in order to carry out the Service.
- (d) there are no facts known to the Client which ought to be brought to the attention of LSH to enable it to ensure that access to or inspection of the Property by any person is safe and without risks to health.

##### **ii) Assumptions**

Except where disclosed to LSH in writing, LSH shall be entitled to assume the following as appropriate:

- (a) LSH shall not take account of any item in the nature of the tenant's fixtures and fittings, improvements, plant equipment, and machinery and LSH may (without any obligation to do so) make any reasonable assumptions to identify if any fixtures and fittings are part of the Property and which would pass, with the Property, on reversion, back to the landlord and that all such tenant's improvements or fixtures and fittings have all necessary consents and are not subject to any onerous conditions.
- (b) The Property has the benefit of full planning consent or established use rights and building regulations and other statutory, regulatory or contractual approvals.
- (c) The Property complies with all relevant statutory requirements including all relevant fire safety legislation and that a fire certificate if required will be issued if it has not already been issued.
- (d) The Property is not contaminated or potentially contaminated. Unless specifically instructed, LSH shall not undertake any investigation into the past or present uses of either the Property or any adjoining or nearby land, to establish whether there is any potential for contamination from

these uses and shall assume that none exists.

##### **iii) Other matters**

Unless otherwise agreed by LSH in writing:

- (a) LSH shall not be responsible for making any local search or other enquiries of local or any other authorities, including town planning enquiries or investigation of title regarding the Property, which shall be the Client's sole responsibility, and LSH may rely on any such information provided by the Client or the Client's advisors without further enquiry. If LSH shall make oral or other enquiries regarding the Property to third parties, the results of such enquiries shall not be relied on by the Client.
- (b) Subject to agreement of the terms of any subsequent instruction, LSH shall not be responsible for making any structural or site survey or audit of the Property such as may be required under the Equality Act 2010 or the Control of Asbestos Regulations 2012 or with respect to any other statutory regulations or recommendations or for testing any services to or on the Property, including the availability of broadband or other communications or information technology infrastructures.
- (c) Any advice, approval or representation made by LSH or any person on behalf of LSH regarding the legal meaning or effect of any lease or contract shall not be relied on by the Client and such advice shall be limited to matters upon which it is suitable for a Chartered Surveyor to advise and shall not constitute advice regarding legal interpretation or drafting issues. Unless otherwise agreed in writing between the Client and LSH, LSH shall not be obliged to advise upon the interpretation or drafting of any draft agreements, leases or other legal or technical documents.
- (d) Unless the Client shall specifically commission a formal management arrangement with relevant obligations and LSH accept such instruction on terms to be agreed, the Client shall remain responsible for the insurance of the Property and for notifying its insurers should the Property become vacant. LSH shall not be responsible for the management, security or deterioration of the Property or, except in respect of death or personal injury caused by the negligence of LSH or its employees or agents, for any other like matter or loss however caused. If the keys for the Property are held by LSH then the Client shall be deemed to have given authority to LSH to supply keys to any persons who wish to inspect the Property or carry out works or inspections at the Property and LSH shall accept no responsibility for the action of such persons. The Client shall effect and maintain full insurance cover against any claim that may be made by LSH or any representative or employee of LSH or by any third party in respect of any loss, damage or injury however caused arising directly or indirectly under or in respect of the Agreement.
- (e) LSH shall not be responsible for advising in respect of, or effecting the service of, any notice or schedule required to be given under statute or under the provisions of any contract or lease or otherwise and shall not be liable for advice, interpretation or compliance with any time periods or other provisions under statute, regulation (including the Civil Procedure Rules for the time being) or provided for in any contract or lease including any notice of appeal or for making payments or carrying out any other actions in accordance with such time periods or provisions including, unless agreed in writing by LSH otherwise, any form of certification or approval of works.
- (f) Whilst LSH shall endeavour to treat all information which is relevant to the Client's instruction as confidential, LSH may at its sole discretion provide any information to other professionals or third parties associated with this instruction and, in any event, LSH may be required to provide such information to a court, tribunal or the other party in any proceedings.
- (g) LSH shall not be under any duty to carry out conflict checks in relation to any third party (such as related companies) other than the Client or any other relevant party notified in writing by the Client to LSH.

#### **5 TERMS OF PAYMENT**

- i) Unless otherwise stated in the Engagement Letter the Client shall be liable to pay LSH its remuneration or a due proportion of its remuneration at intervals to be determined by LSH or in the absence of such determination on completion of the Service at LSH's discretion. Payments are due on issue of the invoice and the final dates for payment by the Client shall be 30 days' from the date of issue of the invoice.
- ii) LSH shall provide such information as is reasonably required in support of each invoice.
- iii) No later than 5 days after the amount stated in the invoice becomes due, the Client shall notify LSH of the sum that the Client considered was due on the payment due date and the basis on which that sum is calculated.
- iv) The Client shall pay LSH the sum referred to in clause 5iii) (or if the Client has not given a notice under clause 5iii) the sum referred to in

LSH's invoice) (the "Notified Sum") on or before the final date for payment of each invoice unless the Client has given notice of intention to pay less in accordance with clause 5iii).

- v) Not less than 5 days before the final date for payment the Client may give LSH notice that the Client intends to pay less than the Notified Sum (a "pay-less notice"). Any pay-less notice shall specify:
  - (a) the sum that the Client considers to be due on the date the notice is served; and
  - (b) the basis on which the sum is calculated.
- vi) LSH shall be entitled to submit accounts for expenses at the time when incurred or ordered by LSH and such accounts shall be payable by the Client whether or not the Client withdraws its instructions. Accounts for expenses are due for settlement on presentation. Alternatively LSH may arrange for the suppliers to invoice the Client directly for services supplied.
- vii) VAT will be payable where applicable at the prevailing rate on all fees and expenses.
- viii) LSH reserves the right to charge the Client interest (both before and after any judgment) on any unpaid invoice at the rate of 3% per annum above the base lending rate of the Bank of Scotland calculated on a daily basis from 30 days after the date of issue of its invoice up to and including the date of settlement in full.
- ix) If any sum due to LSH from the Client remains unpaid for more than 30 days after the date of issue of the invoice and no pay-less notice has been issued in respect of such sum LSH shall be entitled to suspend all further work for the Client until the outstanding sum is paid to LSH in full. In these circumstances LSH shall not be liable for any delays, losses or expenses resulting from such suspension.
- x) Where there are two or more clients in the case of a joint or multiple instruction by multiple parties invoices for an appropriate share of any fees or expenses as determined in LSH's sole discretion shall be issued to all or any client simultaneously or otherwise and each client shall be jointly and severally liable for the full amount of LSH's fees or expenses in the event that payment is not received from one or more clients.

## 6 FEES AND EXPENSES

- i) Fees shall be charged at the rate set out in the Engagement Letter or as otherwise agreed in writing between LSH and the Client. In the event of a change in the Scope of Service or LSH being required to carry out additional Services, LSH reserves the right to charge an additional fee.
- ii) In addition to the fees referred to in Clause 6i) the Client shall be responsible for all fees and expenses incurred or ordered in respect of the Property which may include without limitation photography, mailing, administration, Anti-Money Laundering checks, travel, mileage, messenger delivery and copying of documents and plans. Expenses shall be passed on to the Client at gross cost unless otherwise stated in the Engagement Letter. LSH shall be entitled to retain any discounts or commissions which are available or paid to LSH in order to offset administrative expenses. A copy of LSH's rates where applicable shall be made available upon request, such rates being subject to amendment from time to time by LSH on written notice.
- iii) If it is agreed with the Client, in connection with the service, that the resolution of a dispute with a third party is referred to or if such dispute is otherwise referred to an adjudicator, arbitrator, expert, mediator, court or tribunal, all costs in connection with such referral shall be the sole liability of the Client and will either be paid for direct by the Client or be recharged to the Client as an expense and the Client will indemnify LSH in respect of any liability or costs in such matters.
- iv) Unless specifically provided for in the Terms or Engagement Letter or as otherwise agreed in writing between LSH and the Client the fees do not include remuneration for acting as expert witness for which service a separate fee shall be required.

## 7 INTELLECTUAL PROPERTY

- i) Ownership in any information, documents or other material provided by the Client to LSH in relation to the Property or Services shall remain the property of the Client ('Client Material') and LSH is granted a perpetual royalty free licence to use, copy, adapt and modify such Client Material for the purposes of performing the Services and for the purposes of advertising or promoting LSH and its business.
- ii) Ownership of all materials, know-how, developments, reports, forecasts, drawings, accounts and other documents originated by LSH in relation to or arising out of the Service shall belong to LSH.
- iii) LSH shall grant the Client a perpetual royalty free licence to use the LSH Report. The Client may not use the whole, or any part of the LSH Report, or any reference to it in any published document, circular or statement, without LSH's written approval of the form and context in which it shall appear. Such approval is required whether or not LSH is referred to by name and whether or not the reports are combined with others.

- iv) The parties to the Agreement shall have an irrevocable, royalty-free, non-exclusive licence to copy and use the materials referred to in clauses 7i) and 7ii) but only for the purposes related to the Property. Such purposes shall include the operation, maintenance, repair, alteration, extension, promotion, reinstatement, leasing and/or sale of the Property provided that:
  - (a) The designs in any such materials shall not be used for any extension of the Property or for any other project; and
  - (b) LSH shall not be liable for the use of any such materials for a purpose other than that for which they were prepared.
  - (c) If at any time the Client is in default of payment of fees or other amounts properly due, LSH may suspend further use of the licence and any sub-licences. Use of the licence may be resumed on receipt of such outstanding amounts.

## 8 INDEMNITY

- i) The Client shall indemnify and keep indemnified LSH from and against all and any liability, losses, damages, penalties, fines, costs and expenses (including legal costs and expenses) suffered or incurred by LSH arising out of or by virtue of:
  - (a) The breach by the Client of any of its obligations under the Terms;
  - (b) The Client's instructions to LSH other than any losses, damages, costs and expenses arising by virtue of the negligence or wilful default of LSH or its employees or agents; or
  - (c) Any allegation that the Property (including without limitation the means of access to or egress from the same or any plant or substances in such premises provided for the use of any person) were not safe or posed a risk to health except where LSH had been notified in writing of all facts necessary to bring to the attention of LSH the fact that the Property (including without limitation the means of access to or egress from the same or any plant or substances in such premises) was not safe or posed a risk to health.

## 9 LIMITATION AND LIABILITY

- i) Nothing in this Agreement shall limit LSH's liability for death and/or personal injury caused by LSH.
- ii) Subject to clause 9i) above, in respect of this Agreement, the aggregate liability of LSH to the Client whether arising from negligence, tort, breach of contract or other obligation or duty or otherwise shall be limited to one million pounds sterling (£1,000,000.00).
- iii) Subject to clause 9i) above, LSH shall not be liable for any claim to the extent that such claim is or can be characterised as a claim for (or arising from):
  - (a) Loss of revenue or profits;
  - (b) Loss of business opportunity or loss of contracts;
  - (c) Loss of goodwill or injury to reputation;
  - (d) Indirect, consequential or special loss or damage; or
  - (e) Anticipated savings.
- iv) In the event of the Client engaging LSH together with other advisers, service providers and/or suppliers engaged by the Client or any other third party in relation to the Property, LSH's liability shall, in addition to the limitations contained in clauses 9ii) and 9iii) above, be limited to that proportion of any loss or damage suffered by the Client as it would be just and equitable for LSH to bear having regard to LSH's responsibility for it and on the basis that all other advisers, service providers and/or suppliers shall be deemed to have paid such proportion of the relevant loss or damage suffered by the Client which is just and equitable for them to have paid having regard to the extent of their respective responsibilities.
- v) Except where LSH has entered into a specific agreement with a third party, LSH's advice is provided solely for the purpose of the Service and to the Client. Should the Client disclose any part of LSH's advice, including any part of any document to any third party, the Client shall notify such third party in advance of the disclosure and in writing that LSH does not owe a duty of care to such third party. The Client shall indemnify LSH and hold LSH harmless against all liabilities, costs, expenses, damages and losses suffered or incurred by LSH arising out of or in connection with such disclosure by the Client.
- vi) All risks and/or liabilities in relation to toxic mould, deleterious materials, contamination, radon gas, HAC or calcium chloride shall remain with the Client and the Client shall take such steps as it deems necessary to insure against or otherwise address such risks and liabilities.
- vii) LSH is not qualified to and will not provide any advice or services in connection with asbestos. The Client acknowledges that all risks relating to asbestos howsoever arising remain with the Client who shall take such steps as it deems necessary to address such risks. If appropriate the Client will arrange for the appointment by the Client of specialist

asbestos consultants.

- viii) LSH will not advise on capital allowances in performance of the Services and will not be liable for any liability, losses, damages, penalties, fines, costs and expenses suffered or incurred by the Client or any other Third Party in respect of capital allowances. Insofar as LSH are liable for any capital allowances incurred as a result of the performance of the Services the indemnity set out in clause 8 shall apply.

## 10 TERMINATION OF INSTRUCTIONS

- i) The instruction from the Client to LSH may be terminated by the Client by giving not less than 30 days' notice in writing to LSH whereupon LSH shall be entitled to charge (at LSH's option):
  - (a) A fair and reasonable proportion of the full fee which would have been payable if the work had been carried through to a conclusion and as if LSH had become entitled to payment in accordance with conditions 5 and 6; or
  - (b) A reasonable sum for all the work undertaken up to and including the date of termination based on quantum meruit; or
  - (c) The fee as LSH are entitled to under conditions 5 and 6 together in each case with expenses already incurred or ordered.
- ii) The instruction from the Client to LSH may be terminated by LSH on the following terms by giving not less than 30 days' notice in writing:
  - (a) If, as a result of circumstances outside the control of both parties, it becomes impossible to perform the Services within a reasonable period. In these circumstances the Client shall pay to LSH a fee for all work which has been done up to and including the date of termination on a quantum meruit basis; or
  - (b) If the Client has made it impossible to complete the instruction within a reasonable period or has not made payment by the due date of any sum payable by the Client to LSH. In these circumstances the Client shall pay to LSH the full fee which would have been charged if the work had been carried through to a conclusion; or
  - (c) The fee as LSH are entitled to under conditions 5 and 6 together in each case with expenses already incurred or ordered.
- iii) Any outstanding fees, or expenses due to LSH shall be paid in full by the Client on or before the expiry of the notice period for termination of instructions. For the avoidance of doubt in the event of termination of instructions, whether by LSH or by the Client, LSH shall not be liable to repay the Client any fees and expenses previously paid by the Client to LSH.
- iv) Where any fees are to be charged on a quantum meruit basis such fees shall be calculated by reference to LSH's hourly charges from time to time, details of which are available from LSH on request.

## 11 COMPLAINTS

- i) LSH aims to carry out any instructions received from the Client in an efficient and professional manner. LSH, therefore, hopes that the Client will not find cause for complaint but recognises that in an isolated circumstance there may be complaints. These should be addressed initially to the Head of the LSH office dealing with the instruction.
- ii) LSH adopts the complaints handling procedures that are required by the RICS, a copy of which is available from LSH on request.

## 12 ASSIGNMENT

- i) LSH may assign the Agreement without the consent of the Client.
- ii) The Agreement is not assignable by the Client without the prior written consent of LSH.

## 13 DATA PROTECTION

- i) We collect and process your personal information. All information will be processed in accordance with the applicable data protection laws in the United Kingdom including the laws and regulations of the European Union such as the General Data Protection Regulation (GDPR), the European Economic Area and their member states, applicable to the processing of Personal Data and the interception of communications in place from time to time (**Data Protection Laws**).
- ii) Full details of how we process your information can be found on our website <http://www.lsh.co.uk/privacy-policy>. Printed copies of our privacy notice are available on request.
- iii) You may change your communication preferences or withdraw from any further communications from us by contacting us at [privacy@lsh.co.uk](mailto:privacy@lsh.co.uk)
- iv) Where we receive personal data from any prospective purchaser or tenant of the Property, we shall only use that data for the purposes of your instructions and shall comply with Data Protection Laws.

## 14 MONEY LAUNDERING REGULATIONS

### i) Client Identification

As with other professional service firms, LSH is under stringent requirements to identify its clients for the purposes of the anti-money laundering legislation. LSH is likely to request from you, and retain, some information and documentation for these purposes and/or to make searches of appropriate databases. If satisfactory evidence of your identity is not provided within a reasonable time, there may be circumstances in which LSH is not able to proceed with the required services.

### iii) Money laundering reporting

- (a) Much of LSH's work falls into the regulated sector under the Proceeds of Crime Act 2002 and, as such, we are required to report all knowledge or suspicion (or reasonable grounds for knowledge or suspicion) that a criminal offence giving rise to any direct or indirect benefit from criminal conduct has been committed. Failure to report such knowledge or suspicion would be a criminal offence. This duty to report exists regardless of whether the suspected offence has been, or is about to be, committed by a client or by a third party.
- (b) If as part of our normal work LSH obtain knowledge or suspicion (or reasonable grounds for knowledge or suspicion) that such offences have been committed we are required to make a report to the National Crime Agency. It is not our practice to discuss the existence or otherwise of any reports with you or with anyone else, because of the restrictions imposed on us by the tipping off provisions of the anti-money laundering legislation.
- (c) LSH shall not be liable for any liabilities of the Client or third parties arising out of its regulatory obligations to report.

## 15 BRIBERY ACT 2010

We undertake that we will not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010, and that we have, and will maintain in place, adequate procedures designed to prevent any Associated Person (as defined in the Bribery Act 2010) from undertaking any conduct that would give rise to an offence under the Bribery Act 2010.

## 16 GOVERNING LAW AND JURISDICTION

The Terms, and the Agreement of which they form part, shall be governed by and construed in all respects in accordance with English Law and the parties irrevocably and unconditionally submit to the exclusive jurisdiction of the English Courts in relation to any dispute or proceedings arising out of, or in connection with, the Terms or any such Agreement but without prejudice to LSH's right to take proceedings in any other jurisdiction in order to enforce payment of any sums owed to LSH.

04 June 2018



# Scope of Service

## BUILDING SURVEYS

### 1.0 Scope of Service

1.1 We will visually inspect the premises identified and prepare a Building Survey Report detailing the condition and any significant defects in the premises. The Building Survey will be prepared with due regard to the Client's interest in the premises, as far as this has been communicated and all other information we are provided relating to the building's condition.

1.2 The Report will be prepared in a format suitable to assess any significant defects and establish their severity or identify if further specialist investigations are required. An electronic copy of the Building Survey Report will normally be provided unless otherwise agreed.

1.3 The Building Survey Report will be limited to accessible areas of the premises identified. The Building Survey will deal with the demised area of any leased premises. Brief comment may be made on common areas covered by service charges.

### 2.0 Documents

2.1 We will first inspect all documents provided by the Client that are relevant to the instruction. Late disclosure of relevant documents may have cost implications in respect of our fees and our advice.

### 3.0 Limitations of Inspection

3.1 We will identify items during our site inspection that are relevant to the instruction, based on the examination of elements that can be seen without damaging the property, its decorations or contents. We will use reasonable endeavours to see relevant parts of the property including reasonably accessible roof spaces, ducts and traps.

3.2 We will not inspect parts that are covered, unexposed or inaccessible, move furniture, lift carpets or attempt to raise manhole covers and will therefore be unable to report that such parts of the property are free from defect. No voids or other concealed spaces will be inspected unless Asbestos Registers show that we can safely access these areas.

3.3 Despite a thorough investigation, minor defects and problems such as faulty tap washers, vibrating noisy pipes etc, are not always apparent. Also, defects sometimes appear as a result of extreme weather conditions or time passing which were not present at the time of our inspection. We cannot therefore guarantee that defects of this type will be included in the Building Survey Report.

3.4 Where high level (roof) access or inspection of concealed areas is required this is to be agreed prior to our inspection. Contractors engaged to provide services such as provision of a cherry picker, lifting of manholes or testing of drain runs can be instructed by ourselves on behalf of the Client; the payment of a contractor's invoice will be the sole responsibility of the Client.

3.5 Unless otherwise stated the fee quoted is based on a single visit to the site/building. If, due to matters outside our control, we have to make a second or subsequent visits to site due to full access not being available as informed, we reserve the right to charge additional fees for abortive time.

3.6 The inspection will be limited to the premises shown on documents provided. Where plans are not available, the Surveyor will make assumptions as to the extent of the property.

### 4.0 Testing and Sampling

4.1 Unless specifically instructed we will not carry out or arrange for the carrying out, of any sampling or testing. No testing or investigation will be undertaken to determine the presence of radon gas, any contamination, high alumina cement, calcium chloride, carbonation, insufficient depth of concrete cover to reinforcement, flammable insulation to composite panels, lead based paint, deleterious materials etc. These tests and reports can be organised upon receipt of your specific instructions. We will charge an additional fee for organising these tests and payment of any contractor's or specialist's invoices will remain the sole responsibility of the Client.

4.2 The Client acknowledges that all risks and liabilities relating to toxic mould and asbestos, howsoever arising, remain with the Client and the Client shall take such steps as it deems necessary to insure against or otherwise address such risks and liabilities.

### 5.0 Legal and Statutory

5.1 We will not carry out or arrange for the carrying out, of any examination or assessment in respect of Employment Law, health and safety, fire precautions, means of escape, structural integrity etc. We may comment on some of these elements, however cannot be an expert in every area or be held liable for any omission.





5.2 We can organise inspections to comment upon particular legislation following receipt of your specific instructions. We will charge an additional fee for organising these inspections on your behalf and payment of any contractor's or specialist's invoices will remain the sole responsibility of the Client.

5.3 We will not carry out or arrange for any examination or assessment of legal documents. We advise that your solicitors deal with such matters.

5.4 Where digital photographs are used during the completion of our professional services, we cannot guarantee their admissibility in Court in the event that they need to be used as evidence.

## **6.0 Additional Inspections and Specialist Services**

6.1 Unless otherwise agreed all consultants, contractors and other professionals required during the course of the service will be instructed, with prior agreement, on behalf of the Client who will be responsible for the direct payment of their fees, costs and expenses.

6.2 We have not been instructed to carry out a telecommunications connectivity audit and therefore have not investigated the telecommunications infrastructure to and within the building. If such information is required we can organise this on your behalf but an additional fee will be charged.

6.3 Unless specifically instructed we will not inspect mechanical, electrical or other service installations. We may make general comment on these items however no specialist examination or testing will be undertaken. These tests and reports can be organised upon receipt of your specific instructions. We will charge an additional fee for organising these tests and payment of any contractor's or specialist's invoices will remain the sole responsibility of the Client.

## **7.0 Cost of Works**

7.1 Cost of works figures where provided, unless expressly stated, are subject to our limitations upon budget estimates as follows:-

- All estimates are based on current prices and no adjustments have been made for future inflation.
- If elements of the work are undertaken individually the total cost may exceed the overall budget estimate.

- All estimates are quoted as budget estimates only and are not to be thought of as a substitute for obtaining competitive quotations from reputable contractors.
- No costs have been included for any investigative works.
- Estimates do not include VAT, professional fees or statutory charges.
- No allowance has been made for out of hours working or any associated charges likely to be incurred e.g. security.
- No costs have been included regarding above and below ground drainage or other services within the building including heating, ventilation, mechanical and electrical, plant and equipment.
- We have not included costs associated with the discovery, removal or consequent delays to of works in connection with asbestos or other deleterious materials.



## **APPENDIX B**

### **DELETERIOUS MATERIALS**

### **Alkali Aggregate Reactions (AAR and ASR)**

Alkali aggregate reactions (of which alkali silica reaction or ASR is the most usual in the UK) have the propensity to cause significant damage in concrete structures worldwide. Often referred to as Concrete Cancer, which affects a small proportion of concrete structures as a consequence of a chemical reaction with water and aggregate. This can only be determined through chemical testing.

### **Asbestos**

For more information and guidance in respect of asbestos [www.hse.gov.uk/asbestos](http://www.hse.gov.uk/asbestos)

### **Brick Slips**

Popular in the 1960s and early 1970s, brick slips were seen as an easy method of concealing the exposed edges of a concrete frame at each floor level. They are typically bonded to the structural substrate and can suffer from loss of adhesion or from lateral forces caused by thermal movement.

### **Calcium Chlorides**

When used as an admixture to concrete, calcium chloride acts as an accelerator, speeding up the setting of the concrete and its development of strength. Calcium Chlorides are known to be highly corrosive and will affect the integrity of concrete. Core sampling is necessary to determine their presence.

### **Calcium Silicate Brickwork**

Whilst calcium silicate bricks (sometimes known as sand lime bricks) are inherently a stable material, they should be constructed with a suitable allowance for their future thermal movement. However, occasionally they are constructed in a similar way to clay brickwork, which can lead to cracking of longer brickwork bays.

### **Composite Panels**

A variety of core materials have been used to create composite panels, which can have a varying impact on fire risk. In broad terms, expanded polystyrene and expanded polyurethane (PUR) are considered to represent a risk. However, some (but not all) polyisocyanurate (PIR) cored panels are certified by the Loss Prevention Council (LPC) as being suitably fire resistant for either internal or external applications.

The only way to be certain of the specification of a composite panel is to review the specification or by testing of the core material.

### **High Alumina Cement (HAC)**

Found exclusively in precast concrete elements and was effectively banned for use in new structural concrete in the UK following a few well publicised collapses in the 1970s. Mineralogical 'conversion' sometimes caused reductions in concrete strength and increased vulnerability to chemical attack. The presence of HAC can be established by core sampling.

### **Hollow Clay Pot Floors**

Hollow clay pots (or tiles) were first used in the early part of the 20th century as a means of constructing fire-proof floors and reducing some of the dead loads of solid construction. Voids and lack of compaction can occur between clay pots and concrete floors causing lack of structural integrity and fire separation.

### **Lead**

Lead is a unique metal being very soft and having little mechanical strength. For centuries it was used for roofing, water pipes, paints and in glazes on pottery and kitchenware. However, the material has long been known to cause health problems, with children and pregnant women particularly at risk

### **Nickel Sulphide Inclusions**

There have been numerous reported problems with the spontaneous fracture of toughened glass panels. Notable cases have included the failure of large overhead panels in shopping centres, failures at the Eurostar Terminal at Waterloo, the London Imax cinema and various other high profile buildings

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**R22**

A HCFC refrigerant gas, currently which is no longer legal to "use" in the maintenance and repair of air conditioning equipment. This means that certain repairs will not be possible and effectively mean the equipment has to be converted to use another gas, or replaced. A landlord or tenant with a repairing obligation may be liable for system replacement if such a failure occurs.

**Sea Dredged Aggregate**

Such aggregates were occasionally used and increased the risk of salts affecting steel elements within concrete.

**Woodwool Slabs used as Permanent Formwork**

Wood-wool slabs are made from long-fibre wood shavings compressed and bound together with cement. They are fire resistant and have good insulating properties. At one stage they were used extensively as permanent formwork. However, it was found that the concrete around the slabs tended to be poorly compacted, leading to poor durability due to the reduction in effective cover to reinforcement.