



Building Survey
1 Cattle Market, Hexham

Summary Building Survey

OF

**1 CATTLE MARKET
HEXHAM
NORTHUMBERLAND
NE46 1NJ**

ON BEHALF OF

**TYNE & WEAR BUILDING PRESERVATION TRUST
JOHN MARLEY LODGE
MUSCOTT GROVE
NEWCASTLE-UPON-TYNE
NE15 6TT**

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REF: 21-0076

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**1 Cattle Market
Hexham
Northumberland
NE46 1NJ**

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1.0 INTRODUCTION

1.1 Instructions

1.1.1 Instructions were received from Martin Hulse on behalf from Tyne & Wear Building Property Trust to prepare a summary building survey report advising on the form of construction and general condition of 1 Cattle Market, Hexham. These instructions were confirmed in email correspondence dated 14 September 2021.

1.1.2 We understand that the report is required in order to assess the overall condition of the property in connection with a proposed freehold acquisition. If the purchase proceeds it would be the intention to refurbish the building and potentially convert this to residential dwellings on the upper floors.

1.2 Limitations

1.2.1 This report is based on a visual inspection of the readily accessible areas of the property only. No steps were taken to expose elements of the structure otherwise concealed or to remove surface finishes for examination of underlying elements. This Executive Summary report is not a full Building Survey report and liability is limited to the issues discussed.

1.2.2 We have not been instructed to make arrangements for Mechanical and Electrical engineers to survey and report on the condition and operation of the Mechanical and Electrical installations. Any comments provided in this report are that of a Chartered Building Surveyor. Testing and reporting on these elements is outside our remit and expertise.

1.2.3 We were not instructed to determine floor loadings within the building or externally.

1.2.4 We have not been instructed to prepare any geotechnical or environmental reports on site.

1.2.5 This report has been prepared for the sole use of Tyne & Wear Preservation Trust and no liability is accepted to any third party. This report cannot be reproduced without the written consent of Method Building Consultancy Limited.

1.2.6 Whilst we were provided access to 1 Cattle Market, Hexham we were also asked to consider the condition of the adjacent property no. 3. We were not afforded access into no. 3 at the time of our survey and our comments are limited to areas that were visible from outside only. We undertook a survey from ground

floor level with the use of a zoom lens. We did not have an access platform to view the roof or restricted areas from above.

1.3 Information Provided

- 1.3.1 Prior to our survey we were provided with copies of the agents' particulars provided by @Retail dated August 2020. We were also provided with basic layout drawings prepared by Doonan Architects dated June 2021.

1.4 Inspection

- 1.4.1 Our inspection was undertaken on Monday, 20 September 2021 at which time the weather was dry, sunny and approximately 18°C.
- 1.4.2 Where the surveyor uses the term 'right hand' or 'left hand' the reader should assume they are facing the element being described.

2.0 DESCRIPTION OF THE PROPERTY




- 2.1 The subject property (1 Cattle Market) comprises of a three-storey section of property to the front section, a single-storey section of property at the rear directly adjoining the three-storey section and a further three-storey section of property at the rear on Eastgate. Each section of the property has been constructed at different times but are of a similar age. The front section of the property on Cattle Market would have previously incorporated the adjacent property 3 Cattle Market, most recently occupied by William Hill. The structure is shared including the external walls and roof.
- 2.2 The rear section of the property on Eastgate forms part of a terrace of properties of a similar design and age. This is formed with load-bearing stone walls with dressed stone cornerstones and quoins.
- 2.3 Internally, the property has most recently been used as a charity shop. Prior to this, it was occupied by Boots The Chemist for many years. We understand that the current owner has held this property in the family for a number of years with his grandfather operating this as a pharmacy/chemist in the 1920s and 30s.
- 2.4 According to the agents' particulars, the ground floor sales area across the property is approximately 81m²/868ft². The upper floors on the Cattle Market side of the property provide an additional approximately 95m²/1021ft² over first, second and attic floors. The Eastgate upper floors provide an




additional 41m²/444ft² over first and second floors.

- 2.5 We have reviewed Historic England listings for the property and could not identify the property as being Listed. This should be clarified by your solicitors. The property is located within Hexham Conservation Area.

3.0 EXECUTIVE SUMMARY

Assuming you take into consideration the issues raised within this report we see no reason from a technical perspective why you should not proceed with your intended acquisition of this property. We draw your attention to the limitations section 1.2.

KEY		
Green	For information/advisory purposes. Not considered to be an issue in the short/medium term.	
Amber	Issue requiring clarification and/or remedial works in the medium term and which may affect the proposed acquisition.	
Red	Significant issue requiring urgent attention and should be fully considered/resolved prior to proceeding with the proposed acquisition.	

ELEMENTAL CONDITION		
1	External Areas	
1.1	The footprint of the building largely fills the demise of the property. The boundary line to the front and side of the property is that of the external elevations with doors discharging out onto the pavement and road area. The property is bounded with adjacent properties to the left and rear.	
1.2	In the middle of the property there is a small courtyard area accessed from the rear of the ground floor retail space, which leads out into an area previously used for external WC accommodation. The external yard area is finished with concrete hardstanding laid to a fall. Rainwater discharges into a central drainage outlet. The drains to this area are heavily blocked and there is significant vegetation growth. We understand that it is the intention to demolish the WC accommodation and potentially convert this space into the garage for the future residential dwellings. We recommend you make an allowance to clear all drainage outlets and rod drains through to the public sewer. If this area is to be retained, all vegetation growth should be removed and an allowance made for minor repairs to the concrete hardstanding.	
1.3	A porch area has been installed on the rear of the building, creating access into the courtyard area. The purpose of this small porch is not obvious. The porch is formed with a half-brick thick walls and a flat roof, most likely in the 1950s. This is in a poor state of repair. We understand from discussions that this would be demolished under any conversion schemes, as this area is converted into a garage area for the dwellings above.	

1.4	The courtyard area is used to house the heat exchange units for the comfort cooling cassette units. Flow-and-return pipework leads to the cassette units within the suspended ceiling within the retail area. The route from the heat exchange units goes through a bricked-up previous window opening in the single-storey section of the property. This window opening is formed with a timber lintel which is heavily deteriorating from wet rot. During any repairs or refurbishment/alteration works we recommend an allowance is made for replacing this lintel.	●
2	Roofs and Rainwater Goods	
2.1	The front section of the property has a dual-pitched roof with double lap slate covering. The ridge tiles are set in mortar. Lead flashings are incorporated at the party wall with the adjacent premises. We understand from speaking with the vendor that the front section of the property has had a new roof covering installed approximately 12 years ago. This section of roof is generally in fair condition with only minor defects noted. We recommend that a roofing contractor is engaged to range over the roof removing a build-up of vegetation growth to the surface and replace isolated areas where slates have become slipped or cracked.	●
2.2	Rainwater discharges into leading edge gutters. These are a combination of ogee profile gutters over the subject property and half-round cast iron gutters to the adjacent property to the left. The rainwater discharges into the cast iron hopper heads and downpipe fixed to the front elevation of the adjacent property. This subsequently discharges into a gully on the pavement and into the gutter on the road in front. There is evidence of staining to the front elevation caused by defective gutters at high level. This has caused saturation to the stonework which has been patch-repaired in part. This is particularly prevalent where the properties meet where the ogee profile gutters remain on the subject property and the half-round gutters have been used on the adjacent property. We recommend that the gutter is replaced along the front elevation to both properties creating one uniform design to prevent this weak point at the junction.	●
2.3	Historic images show the presence of a dormer window at third-floor level in the front elevation. This has been removed. We suspect this was removed at the time the roof was renewed approximately 12 years ago. This is on the adjacent property. Minor undulations are noted across the surface of the roof in this location where replacement timber purlins have been used to close the previous opening.	●
2.4	The building has a gable end detail with concrete coping stones. These coping stones are generally in fair condition. We recommend that the angle irons used to provide lateral	●

	support on the leading edges are replaced. It was noted that one was missing at the front right corner.	
2.5	The link building in the centre of the property is single-storey. This has a dual-pitched roof with double-lap slate covering. There are a number of cracked and missing slates across this roof. Patch repairs are noted in a number of locations. We did not have access to the roof void within this area and therefore cannot comment on the presence of a sarking felt or conditions of the timber elements within. We recommend that a roofing contractor is engaged to replace the missing and cracked slates.	●
2.6	We suspect that vehicle traffic has impact-damaged the guttering along the left corner of this roof. A section of the gutter is missing. We recommend that this gutter is replaced. Whilst the gutter is temporarily removed, this opportunity should be taken to decorate the fascia boards behind. The lack of this gutter has caused an accelerated deterioration of the old render finish below.	●
2.7	From a window at the second-floor level it was possible to view the flat roof over the adjacent property to the left. This is finished with a single-ply roof covering. This area of the building has been used by the previous occupier (William Hill) for the location of comfort cooling heat exchange units. An access hatch is provided up onto the roof for maintenance staff. Edge protection has also been installed. Pooling water is noted to this roof. The roof covering itself is relatively modern and may attract a guarantee from the current owner. We did not have access into this section of the property to confirm whether any water ingress issues are ongoing internally below this location.	●
2.8	The rear pitch of the building above William Hill incorporates rooflights. These are simple single-glazed metal-framed units. If it is the intention to purchase this section of the property and incorporate a refurbishment/conversion scheme to residential, we recommend you make an allowance to replace these rooflights with double-glazed Heritage units.	●
2.9	We could only view the western pitch of the upper roof to the rear section of the property from ground floor level. This section of the roof is covered with double-lap slate coverings with a ridge tile set in mortar. The slates are most likely Welsh slates but have been replaced in sections with contrasting colours. A number of the slates were loose and cracked but generally this roof was in fair condition commensurate to its age. Our internal inspection of this section of the property allowed us a view within the roof void. This confirmed that the roof does not incorporate a sarking felt. Sarking felts were used widely after 1945 and provided a secondary means of defence against wind-driven rain or snow. Roofs that do not have a sarking felt are no longer considered an acceptable standard. This also helps date the roof to in excess of 70 years old. Even best quality Welsh slate would have a typical life	●

	<p>expectancy of between 80 and 100 years. After this point the slates begin to delaminate and deteriorate. Fixings become fatigued and corroded. Whilst not immediately causing water ingress issues, this element of the property is at the end of its design life, and we recommend that you make an allowance to replace this roof covering with new natural slate but incorporate an appropriate breathable membrane. Works of this nature will also present an opportunity for easy access to improve insulation levels within the roof void, either between roof trusses or between ceiling joists within the void.</p>	
2.10	<p>A brickwork chimney stack is located on the boundary/party wall with the adjacent premises at the very rear, rising up through the roof with a combination of lead and cement flashings. The brickwork is in a very poor state of repair with recessed mortar joints and worn bricks. Chimney pots have been removed with slate used to cap the chimney. We recommend that once safe access is provided by way of a scaffold, an allowance is made for rebuilding this chimney stack and capping appropriately with a ventilation cowl.</p>	●
2.11	<p>To the three-storey rear section of the property there are sections of lead flashings coming away from the chimney stack dangerously hanging from the gutter detail. This requires repairs to the chimney on the party wall line. We recommend that this lead flashing is repaired in the short term to prevent a potential health and safety hazard.</p>	●
3	Walls and Cladding	
3.1	<p>The front elevation is finished with brickwork with a paint finish. Stone quoins are incorporated at the corner and stone windowsills and heads. These have subsequently been painted over with masonry paint. The masonry paint is peeling particularly at high level below the gutter detail. The paint finish is spalling. Impact damage is noted to the front corner of the building at the junction of the road. Once the gutter detail above has been repaired, we recommend that the paint finish is removed. This will allow remedial repairs to the spalling bricks at high level. On completion of the remedial works we then recommend that the building is redecorated. A contrasting colour could be used for the decorative stone quoins and corners. Any works to these elevations should be undertaken in consultation with the local Conservation Officer, as the property is located within a Conservation Area.</p>	●
3.2	<p>A gable elevation is formed with stonework and has subsequently been rendered and then subsequently decorated with a masonry paint. The render and decorative masonry paint is worn, with large sections of paint coming away. Piecemeal patchwork repairs are noted at high level. At third-floor level a previous window opening has been blocked over externally. We recommend an allowance is made for hacking off the render finish and re-rendering this elevation. This opportunity should be taken to open the window opening at third-floor level and installing a new window frame. During any refurbishment works, it may also be an</p>	●

	<p>opportune moment to install external insulation into the building improving the thermal performance. This may however affect the Heritage status and appearance of the building and will also pose a significant issue if the ownership of the adjacent property is not the same entity or an agreement is reached.</p>	
3.3	<p>At ground floor level, the building has two shopfronts. These were previously occupied by William Hill to the left section of the property and Boots The Chemist to the right section of the property. A decorative Victorian-style shopfront is incorporated with curved glazing and a recessed principal entrance into the subject property. Timber and plywood panelling at low level is suffering from wet rot. At high level the shopfront extends out slightly from the principal elevation. Detritus and damp is noted to the elevation in this location. We recommend that this section is cleaned down and new flashings are incorporated. At low level the shopfront should be repaired, with sections of damaged plywood replaced.</p>	●
3.4	<p>The principal entrance into the shop is a single-leaf decorative timber door. This has a worn decorative finish and worn ironmongery. Depending on the intended use, it may be appropriate to replace this with new.</p>	●
3.5	<p>The shopfront into the unit previously occupied by William Hill has a decorative marble spandrel panel at lower level, with single-glazed timber window frames set above. This also has a worn decorative finish and early signs of wet rot at lower level. For the purposes of this report we have not included any costs to repair this element, as this falls outside of the subject demise.</p>	●
3.6	<p>At high level, the flashings that lead into the gutter are poorly fitted. The gutter has been laid to a fall to encourage discharge into the hopper head. However the lack of sarking felt dressed into the gutter will allow water to track behind into the eaves detail in this location. We recommend that this is repaired while safe access is provided from the scaffold.</p>	●
3.7	<p>The single-storey section of the property has a window opening and door opening which have been blocked shut. During any refurbishment works it could be an opportune moment to reopen these windows allowing natural daylight into this section of the retail space. The original stone sills and window heads to this section are spawling, with water being retained behind the masonry paint finish. If it is the intention not to provide a window in this elevation, it would be more appropriate to take out the sills and lintels and permanently block this section up with structural stonework or blockwork before the render is renewed.</p>	●
3.8	<p>Along the right elevation there are a series of vents within the external elevation at low level which have been blocked over. This would indicate a ventilated cavity. We could not undertake an intrusive inspection at the time of our survey to confirm this.</p>	●

3.9	The rear section of the property is over ground, first and second floors. This forms part of a terrace of buildings built at a similar time. The elevation has a masonry paint finish. There is staining to the masonry paint from water, and rust staining from alarm boxes fixed to the elevation. The render is cracked and generally in poor condition. We recommend an allowance is made for hacking off the render and renewing this.	●
3.10	The rear elevation of the front section of the property is formed with stonework. Vegetation growth is noted from the stonework at first floor indicating retained moisture. This is most likely caused by the lack of gutter detail to a small section of roof on the rear of the front section of the property. Once this gutter is replaced this should remove the root cause of this damp issue and the stonework should be cleaned and repointed.	●
4	Windows and Doors	
4.1	At ground floor level the building has two shop fronts. These were previously occupied by William Hill to the left section of the property and Boots the Chemist to the right section of the property. The subject property incorporates a decorative Victorian style shop front with curved glazing and a recessed principal entrance into the property. At lower level the timber and plywood panelling is suffering from wet rot. The shop front extends out slightly from the principal elevation. Detritus and damp is noted to the elevation of both this. I recommend that the top of the shop front is cleaned down and a new flashing is incorporated laid to a fall to prevent a build-up of detritus on top of the shop front. An allowance should also be made for a joiner to undertake appropriate repairs at low level replacing the rotten sections of panelling. More appropriate weather resistant detail should be considered. Rainwater splashback and road cleaning will lead to an accelerated deterioration of the shop front at low level. An impervious membrane upstand would create a more appropriate detail for this location.	●
4.2	We understand that a feature decorative sign is located behind the plywood boarding at high level from an original occupier. Whilst not a defect, it should be considered from a heritage/aesthetic perspective to store this or create a similar style sign for a new occupier.	●
4.3	The principal entrance into the shop is a single leaf timber door set with a glazed panel and gloss paint finish. This was operational and in fair condition. Minor joinery repairs and decoration is required to bring this back into a good standard of repair. During any refurbishment works, consideration should be given to replacing ironmongery for aesthetic purposes.	●
4.4	The windows to the front elevation at first and second floor level are original single glazed timber sash units. These have received piecemeal repairs since their installation and have been decorated on a cyclical basis. These six windows are only in a fair condition	●

	<p>commensurate to their age. Externally they have been decorated in recent years and sealants have been replaced. These remain painted shut and sections of the glass have been blacked out internally. Internally, the windows are in a poor decorative order and ironmongery has been removed in areas. For the purposes of this report, we have made an allowance for a joiner to undertake splice timber repairs and ensure these windows are serviceable. On completion of these joinery repairs, decoration should be allowed for both internally and externally. We understand that it may be the intention to convert the upper floors into residential dwellings. Careful consideration on both thermal and noise transfer will need to be taken into account when deciding on the appropriate repair and refurbishment or even replacement of these units. The property sits within a conservation area and any works to these external areas should be undertaken following consultation with the conservation officer.</p>	
4.5	<p>To the right elevation a previous window at third floor level has been blocked up externally. The window frame remains in situ internally. During any works we recommend that this block work is removed and an allowance provided for a new window frame into this location. This will allow natural daylight into the third floor loft space.</p>	●
4.6	<p>The single storey section of the property has a window opening and door opening which have been blocked shut. During any refurbishment works it could be an opportune moment to reopen these windows allowing natural daylight into this section of the retail space. We understand that there are discussions over converting this area into a garage space which may supersede this suggestion. The original stone sills and window heads to this section are spalling with water being retained behind the masonry paint finish. It is likely to be most appropriate to remove the sills and lintel permanently when works are being undertaken to this elevation.</p>	●
4.7	<p>The windows to the right elevation on the three storey section at the rear are single glazed timber framed units most likely dating from the 1970s or 1980s. These have worn sealant around the frames and a worn decorative finish. Early signs of wet rot are noted to the window frames. We recommend that an allowance is made for replacing these with modern double glazed units which will improve the thermal and acoustic performance of the building.</p>	●
4.8	<p>At ground floor level along the right elevation to the rear of the property there is a single leaf timber door providing a fire exit out on to the rear from the rear section of the property. This has a worn decorative finish and is in a poor state of repair. We recommend that a new door is installed which should improve security, thermal and acoustic performance.</p>	●
5	Structure	





5.1	The property is effectively three separate structures which have been joined together and adapted over time. All three sections have been constructed with stonework in effectively two leaves with dressed stone used at the corners and around window head and sills creating an architectural feature. The principal elevation on to Market Place has been constructed with brickwork and subsequently painted. The right elevations have been formed with stonework which has subsequently been rendered and decorated.	●
5.2	The buildings are traditional load bearing masonry structures taking weight from the roof into the external walls and internal load bearing walls. Buildings of this design and construction can withstand a significant amount of settlement and natural distortion without being considered structurally defective. Our non-intrusive survey did not identify any significant cracking that would lead us to consider further investigations by a structural engineer. Any movement noted was of a minor nature and could be remedied with renewal of surface finishes. It is important to maintain rainwater goods and drainage in properties of this nature to ensure that the foundations and soil around are not eroded causing differential settlement.	●
5.3	Structural alterations have been undertaken with the installation of load-bearing steelwork between ground and first floor level to the front of the property. This has allowed the retail space to become more open plan in design. This steelwork effectively supports the original rear elevation of the front section of the property linking into the single storey section of the property. We recommend that your solicitors request copies of Building Regulation consent for these structural alterations.	●
5.4	When viewing the exposed structural steelwork from within the suspended ceiling void, we noted that there is no fire protection to this steelwork. We recommend you allow for installing fire protection to the steelwork during any future refurbishment works.	●
5.5	Our survey of the superstructure did not identify any significant movement that would lead us to recommend further investigations into the condition of the foundations. Without intrusive surveys it is not possible to confirm the depth or type of foundation. If any structural alterations are proposed during future refurbishments works it may be prudent to engage with a structural or civil engineer to provide informed comment on the likely imposed load or ramifications of proposed alterations to the super and sub-structure. This structural engineer can also provide an indication of the likely imposed load capacity of the floors for any future intended use.	●
6	Floors	
6.1	The front section of the property has a timber floor at ground floor level. This has subsequently been covered with many layers of floor coverings. The external walls within the	●

	<p>retail space have been lined with retail panelling. We therefore could not see the structural wall along the gable elevations or the junction between the floor and the wall. Along the external elevation at this point there are historic air vents externally which may have previously provided a periscope-style air vent allowing ventilation of the timber subfloor. It would be prudent to allow for additional subfloor ventilation during any refurbishment works. This would include removing all the current floor coverings and installing vents to allow crossflow ventilation. Notwithstanding this, our limited inspection of the internal areas did not identify any significant springy floors which would lead us to consider issues with rotten floor joists etc. We could not however access all of the floor areas due to the amount of stock from the previous tenant.</p>	
6.2	<p>The internal area is on a sloping site with different levels stepping up to the rear of the property. The previous occupier, Boots, installed a disabled platform lift raising up from the front section of the property up three steps to the middle section. This platform lift remains in place. This was not tested at the time of our survey. The mid-section and rear section of the property has a concrete floor. These were covered with vinyl floor coverings at the time of our survey. Based on the age of the property we would not expect these concrete floors to incorporate insulation and potentially no damp-proof membrane. This should be considered during any future conversion works. This may be less of an issue for the central section of the property if this is to be used for a garage.</p>	●
6.3	<p>The upper floors have been formed with timber floor joists and timber floorboards. Boots the Chemist have utilised the first floor of the rear section of the property for staff welfare areas and have finished the floors with a combination of laminate and carpet. The floor coverings are worn but we assume would be replaced during any refurbishment works.</p>	●
6.4	<p>The upper floors above the front section of the property are mothballed space with exposed timber floorboards. Wall plates are noted in certain locations where previous partition walls were located. The floor remains fit for purpose for basic storage and mothballed space. However, should this be converted to habitable space additional flooring would need to be added to improve the flatness, fire performance and acoustic performance.</p>	●
7	Internal Walls, Partitions and Doors	
7.1	<p>At ground floor level, the internal walls were largely covered with retail fixtures and fittings. We could therefore not view the condition of them to confirm their state of repair. Throughout the internal areas, where partitions are visible, they are in a poor state of aesthetic repair but functional. Internal partitions and doors have been removed on the upper floors and there is a lack of fire compartmentation throughout the property. The doors that are fitted on the upper floors are not fire rated. At ground floor level at the rear of the</p>	●

	property an asbestos sticker is noted to a panel above a door leading into the rear stairwell. We recommend copies of the most recent asbestos survey report/register is obtained from the vendor.	
7.2	Wholesale replacement of internal walls, partitions and doors should be allowed for during any future reconfiguration or refurbishment works.	●
7.3	Within the staff kitchen area at first floor level at the rear there is evidence of damp staining and cracking to the plastered walls. This is on the party wall line and below the missing section of lead flashing identified in the roof section. Once the external repairs have been completed this plaster should be hacked off, allowed to dry and re applied.	●
8	Finishes	
8.1	The property has most recently been occupied by a charity shop which has utilised the finishes installed by the prior occupier, Boots the Chemist. The finishes therefore comprise of a fit-out bespoke for Boots the Chemist with suspended ceilings in the retail area, vinyl floor coverings, painted and plastered walls etc. The suspended ceiling system hides an original plastered wall with a decorative plastered finish which is a heritage feature that could be salvaged potentially.	●
8.2	All surface finishes throughout the property are generally in a poor state of repair and wholesale replacement should be allowed for during any refurbishment works.	●
8.3	On the upper floors to the front section of the property, original plaster remains in the mothballed space. There is also elements of decorative cornices which have partially been removed. This plaster has a very worn surface finish and has been repaired with filler to cracks many years ago. Depending on the aspirations for this space, significant repairs could be undertaken to this plaster to bring this up to an acceptable state of repair. This would create an undulating historic feature. This should be considered against the alternative of over-boarding the ceilings and walls in this location to create a smooth finish relatively cost effectively.	●
9	Sanitary Fittings	
9.1	The property has a disabled WC facility at the rear of the retail space which was installed by Boots the Chemist. This is in a functional and a fair condition. However, the WC relies upon a saniflo digester system to pump the waste away from this location. We recommend an allowance is made for stripping this toilet out and all associated pipework.	●
9.2	Originally the property had two separate WC toilets accessed from the external courtyard. These have not been used for many years and are in a poor state of repair. One of the WC units has been dismantled. We assume that these would be removed as part of the future plans. No WC accommodation is provided on the upper floors at present.	●

10	Mechanical and Electrical Installations	
10.1	The mains electricity incoming supply enters the property towards the front below the staircase. This electricity supply is a 3-phase supply feeding two separate meters on single phases. The original supply then feeds a distribution board with an RCD. The installation appears to be in excess of 15 years old and has been designed to suit the specific purposes of Boots the Chemist. We have not seen any test certification to confirm that it is safe. It would be prudent for you to make an allowance to strip back the electrical installation back to this point of supply and allow for a new wiring installation to serve the new proposed use. We recommend an electrician is engaged to comment on the location and the ability to use the two current meters for the front section of the property.	●
10.2	We did not identify a gas supply into the property.	●
10.3	The property has a fire alarm installation which has been configured specifically for the previous occupier, Boots the Chemist. We recommend an allowance is made for stripping this out at the same time as all electrical wiring is removed.	●
10.4	The building is heated by comfort cooling/heating units fixed within the suspended ceiling systems within the retail space. The heat exchange units are located within the small courtyard area at the rear of the mid-section. We recommend that an allowance is made for removing these and all the flow and return pipework. Smaller cellular rooms are heated by a series of electric panelled heaters. We recommend that these are also removed.	●
10.5	No heating is provided within the mothballed space.	●
10.6	The previous occupier, Boots the Chemist has installed a WC at the rear of the property within the previous staff area. This has utilised a saniflo digester system that allows for the waste to be pumped up and out into a drain elsewhere. It was not clear where this drain discharges into as the drain had been encased within panelling within the walls. We recommend that an allowance is made for removing this toilet system and associated pipework.	●
10.7	It was not clear where the foul waste discharged into. We suspect that the foul waste would be below the external courtyard area and then flow below the building into a public sewer in the main street. We recommend that a drainage layout is provided by the vendor to confirm where the inspection chambers are and the property discharges into the public sewer. If this is not forthcoming, a drainage contractor could be engaged to undertake a CCTV survey. For the purposes of this report, we have recommended that an allowance is made for pressure jetting and clearing of all drainage and undertaking a CCTV survey.	●
11.	Dilapidations	
11.1	At the expiry of the Lease with Boots the Chemist, a dilapidations settlement should have been reached for repairs and remedial works that Boots would have been liable for under	●

	the terms of their Lease. It is unlikely that a formal arrangement with dilapidations has been entered into for the short term tenant that has more recently been in occupation. We recommend your solicitors request confirmation as to whether there are any ongoing dilapidation matters that could be pursued with either of the previous tenants.	
12	Compliance	
12.1	We recommend that a copy of the most recent asbestos register is obtained and reviewed.	●
12.2	During any refurbishment or reconfiguration works careful consideration with regard to fire protection to structural elements, fire compartmentation and fire detection should be considered for this property. Any future layouts should be reviewed by an approved building control surveyor or fire officer for their comments and advice.	●
13	Environmental Considerations	
13.1	The property was constructed at a time when technology and consideration for thermal performance was less than it is today. The external structural elements are solid masonry with no insulation. The areas of roofs that we have been able to survey did not have any insulating material. External windows are single glazed units. During any refurbishment works there would be significant opportunities to improve the building to make it more thermally efficient, reducing the amount of heating load required to make this habitable. This would include considering installing double glazed windows, additional insulation to the roof voids either between the ceiling joists or between roof rafters, and even considering the installation of external insulation to the walls.	●
13.2	The building is located on the corner of two busy streets in the centre of Hexham. Both pedestrian and traffic noise should be considered during any refurbishment works allowing for acoustic improvements to window and door opening.	●
13.3	We have reviewed the Government Flood Risk Maps for this site. The site is categorised as High Risk for risk of flooding from surface water and Low risk from risk of flooding from rivers. We recommend that your solicitors ask the vendor whether the building has suffered from flooding and make enquiries with your insurers to establish whether this would pose a potential problem. Please see photos 50 and 51 in Appendix 2.	●
13.4	We have reviewed the Radon UK risk website which has identified the property being a location with an elevated risk of radon gas. Please see photograph 49 in Appendix 2. We recommend that you make allowances for a radon test at the property. This may lead to a requirement to increase sub floor ventilation either naturally or mechanically, particularly if this is to be converted into residential dwellings.	●

13.5	We have reviewed the Coal Authority interactive map for this location. This shows that the site is not close to any recorded coal mining activity. We still however recommend that your solicitor reviews the formal search results in this regard. Please photo 48 in appendix 2.	
14	Legal Matters	
14.1	We recommend your solicitors obtain a copy of the most recent asbestos survey report for the property.	
14.2	Your solicitors should request that the vendor confirms the location of the drainage outlets and the routes through to the public sewer and whether there is any obligations or rights of way to service this.	
14.3	Your solicitors should clarify whether there are any ongoing restrictions on the title for change of use or access from doorways.	

COST SUMMARY REPORT (See Appendix 1)

Schedule of works	£94,150.00
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4.0 ENDORSEMENT

4.1 Confidentiality and Third Party Clause

11.1.1 This report has been prepared for the sole use of Name and no liability is accepted to any third party. This report cannot be reproduced without the written consent of Method Building Consultancy Ltd.

4.2 Document Control

Issue Date: October 2021

Issue/Version: First

Author



Benjamin J Hunter BSc (Hons) MRICS
Director
On behalf of Method Building Consultancy Limited

APPENDIX 1 SCHEDULE OF REPAIRS AND BUDGET COSTS



Item	Cost
Repair Works	
1 Access scaffold to external elevations to allow repairs	£ 12,000.00
2 Replace gutter and downpipe to front elevation across both properties creating a uniform design.	£ 1,500.00
3 Engage roofing contractor to range over all roofs to remove build up of vegetation and replace isolated areas where slates have slipped or cracked.	£ 1,200.00
4 Replace missing end angle irons to coping/hip details on roof	£ 400.00
5 Replace damaged section of guttering along right elevation to single storey section	£ 250.00
6 New flashings above shopfronts	£ 1,750.00
7 Repairs to plywood panelling to shopfront removing all sections with wet rot. Decorate on completion	£ 2,500.00
8 Decorate fascia boards behind gutters whilst they are being replaced/repared	£ 200.00
9 PV sum for patch repairs to flat roof section of roof on adjoining property (previously William Hill)	£ 1,500.00
10 Replace aged single glazed metal roof lights to both subject property and adjoining property on front and rear pitch of main roof. Assume heritage style units. (3 No.)	£ 4,500.00
11 Remove existing masonry paint finish to front elevation, undertake isolated repairs to spalling bricks at high level and re decorate with breathable masonry paint.	£ 4,000.00
12 Hack off scored render to all right hand elevations. Install new render and decorate to match front elevation.	£ 9,000.00
13 Decorate external doors.	£ 1,800.00
14 Reinstate window opening at second floor level. Install new window.	£ 1,750.00
15 Repairs to spalling stone cills and window heads along right elevation (note that this includes a blocked up window)	£ 1,850.00
16 Repairs to lead flashings on chimney stack to 3 storey rear section	£ 1,250.00
17 Replace poor hopper head detail to rear section where open gaps between gutter and hopper head present a risk of over spilling across elevation.	£ 600.00
18 Replace windows to right elevation	£ 3,000.00
19 Install new pedestrian door to right elevation	£ 1,250.00
20 Isolated stone repairs to rear elevation of front section at high level	£ 500.00
21 PV sum for additional periscope air vents to add cross flow ventilation to timber sub floor	£ 1,500.00
22 Remove previous occupier's suspended ceiling, light fittings etc.	£ 4,000.00
23 Add fire protection to structural steel work.	£ 3,000.00
24 PV sum for removal of asbestos or other deleterious materials such as anthrax in plaster	£ 5,000.00
25 Strip out staff toilet and associated saniflow system	£ 800.00
26 Repairs to staircase replacing damaged balustrades.	£ 750.00
27 Remove previous floor finishes throughout	£ 750.00
28 Internal repairs to plaster in kitchen area to rear 3 storey section	£ 600.00
29 Replace roof covering to rear 3 storey section as no sarking felt (pre 1945)	£ 15,000.00
30 Splice timber repairs and refurbishment of windows.	£ 1,500.00
31 Repoint chimney stack to rear 3 storey section replacing spalling bricks	£ 1,500.00
32 Replace wet rot damaged external lintol over window opening in courtyard	£ 750.00
33 Rake out and renew cracked pointing to stonework elevations at the rear	£ 1,250.00
34 Strip out old redundant external w.c. installations and cap off services	£ 1,000.00
35 Remove vegetation from rear court yard	£ 200.00
36 Pressure jet and clear all drainage and undertake cctv survey	£ 1,750.00
37 Strip out previous tenants M&E installations taking back to the point of supply	£ 4,000.00
	Sub Total £ 94,150.00
Refurbishment / Conversion to residential works	
1 Fire & acoustic compartmentation to floors and structural elements to allow conversion to residential	£ 15,000.00
2 Conversion of single storey section to garage	£ 25,000.00
3 Secondary glazing	£ 12,000.00
4 New linked fire alarm	£ 7,500.00
5 New electric supplies/meters to each dwelling & shop	£ 5,000.00
6 New small power and lighting	£ 20,000.00
7 New walls and doors forming new layout	£ 25,000.00
8 New heating and hot water systems	£ 17,500.00
9 Plaster repairs and overboarding works	£ 15,000.00
10 Floor repairs	£ 5,000.00
11 Decoration of internal surface finishes	£ 20,000.00
12 New floor coverings	£ 17,000.00
13 Bathrooms and kitchens	£ 25,000.00
14 Drainage works	£ 5,000.00
15 New insulation to roofs and walls	£ 12,000.00
	Sub Total £ 226,000.00
	Total £ 320,150.00

	Preliminaries @15%	£	48,022.50
	Sub Total	£	368,172.50
	Professional fees for Contract Administrator, CDM advisor, structural engineer and M&E Consultant @12.5%	£	46,021.56
	Planning fees	£	7,500.00
	Building Regulations Fees	£	3,000.00
	Total	£	424,694.06
<i>Note: The costs included in these appendices are budget estimates only and are not based on detailed site measurements or quantities. They do not include VAT. Final costings will depend upon the contents of the agreed specification, whether or not the works is tendered in competition and market conditions prevailing at the time.</i>			

APPENDIX 2

SCHEDULE OF PHOTOGRAPHS



1. General view of front elevation



2. Damaged shop front at low level



3. Spalling bricks at high level to front elevation



4. Good condition flashings to front pitch of front roof



5. General view of right elevation



6. Peeling paint to render along right elevation



7. Poor detail between two types of gutter causing staining to elevation



8. Right roof pitch to mid building



9. Impact damage to guttering



10. Slipped and damaged slates to mid section roof



11. Missing cement bedding to ridge tiles



12. Missing slates and lead tingles noted to mid section roof



13. Historic air vents to right elevation



14. Right elevation of rear section



15. Defective chimney stack to rear section



16. Loose section of lead flashing fallen from chimney stack



17. Wet rot to windows to rear section



18. Worn verge detail to rear section



19. Poor quality pointing works to rear of front section



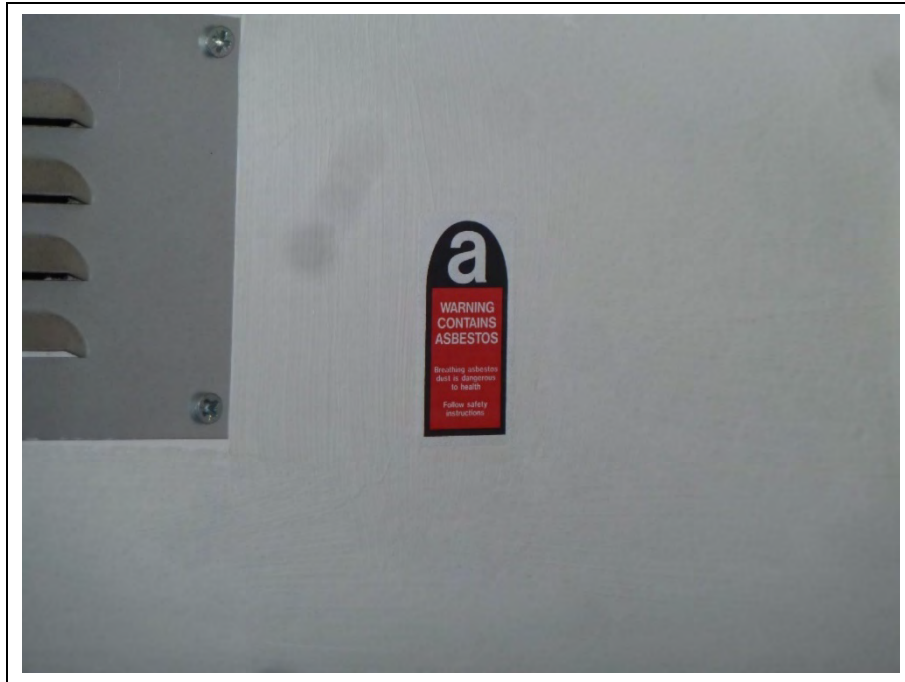
20. Missing section of gutter causing damp to stonework



21. Rotten timber lintol over previous opening in courtyard



22. Blocked drain outlet in courtyard



23. Asbestos sticker to panel above internal door frame



24. Lightweight extension on adjoining property



25. Plat roof over porch in courtyard



26. Roof void in rear section showing no sarking felt and kingpost design truss





27. Roof void in rear section – note no insulation



28. Metal roof light on rear pitch of adjoining property



29. General view of ground floor retail area



30. Steel beams across width of retail area



31. Original ceiling in ground floor retail area



32. Saniflow waste system in staff toilet





33. Historic w.c. accommodation



34. Mains electricity incoming supply



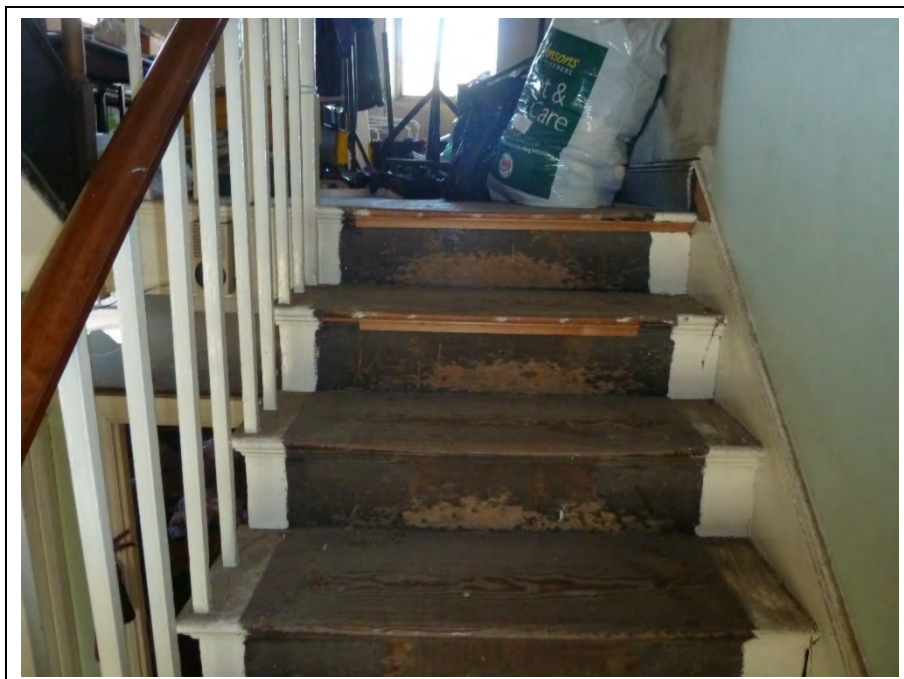
35. Fire alarm panel



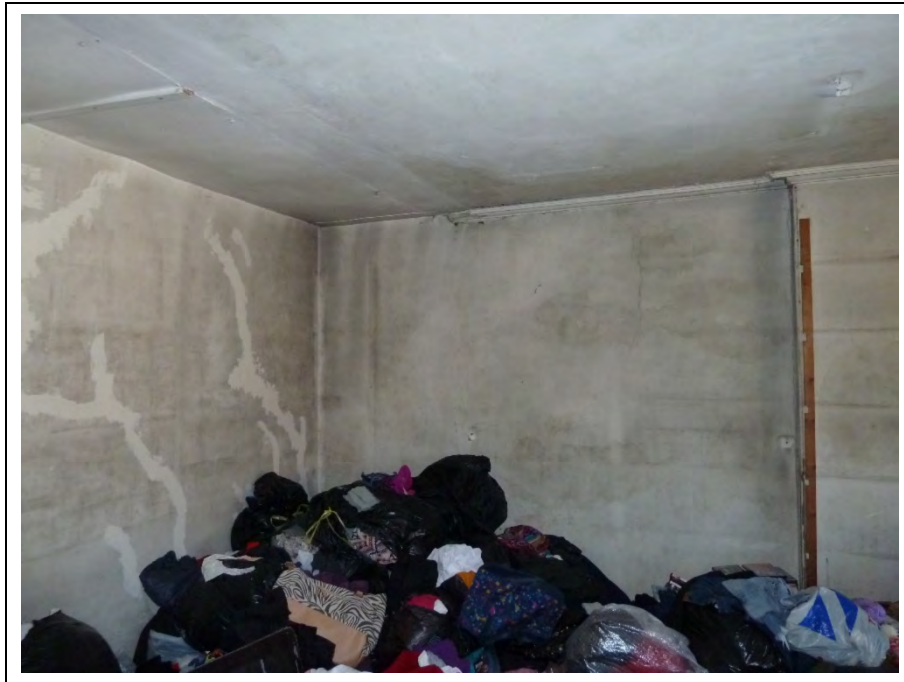
36. First floor front section



37. Window frames along front elevation



38. Timber staircase to front section



39. Second floor area to front section



40. Plaster cornice details to second floor front section



41. Original timber floor to second floor front section



42. Timber windows to second floor front section



43. Ceiling to second floor front section



44. General view of 3rd floor front section



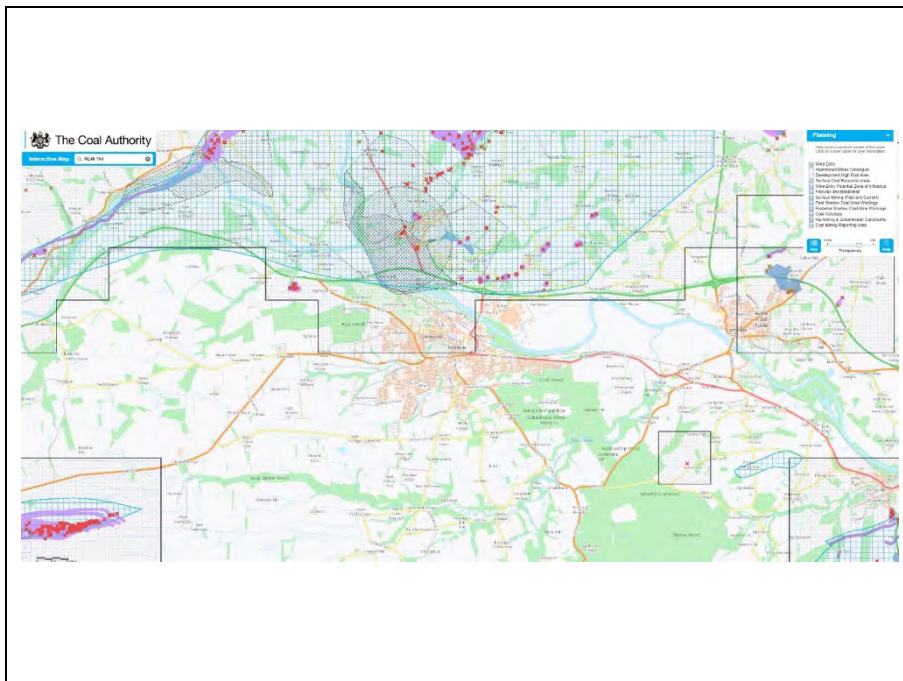
45. Historic damp staining to timber roof trusses



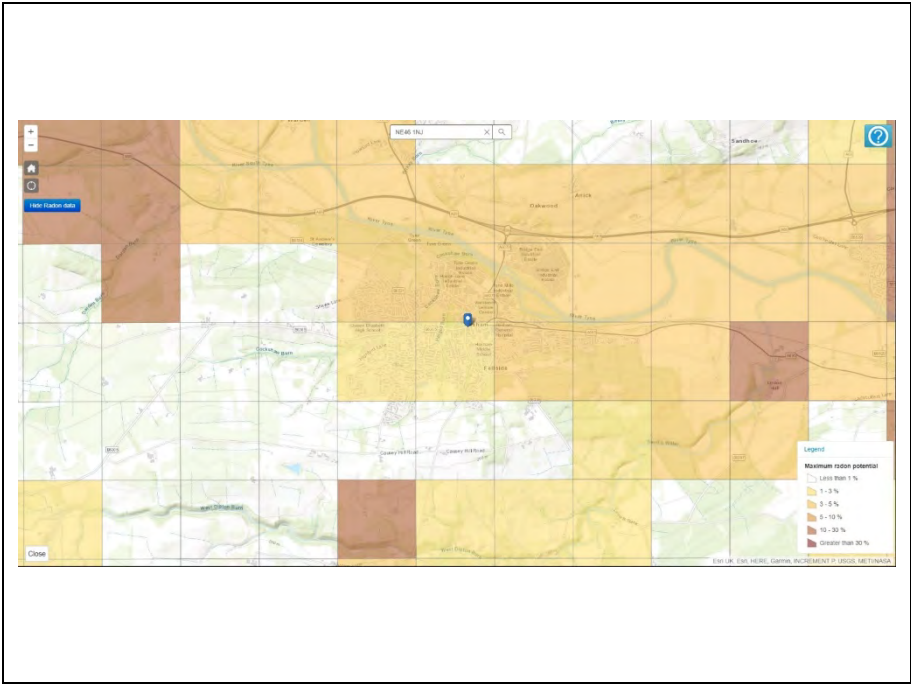
46. Low damp meter readings from timber trusses



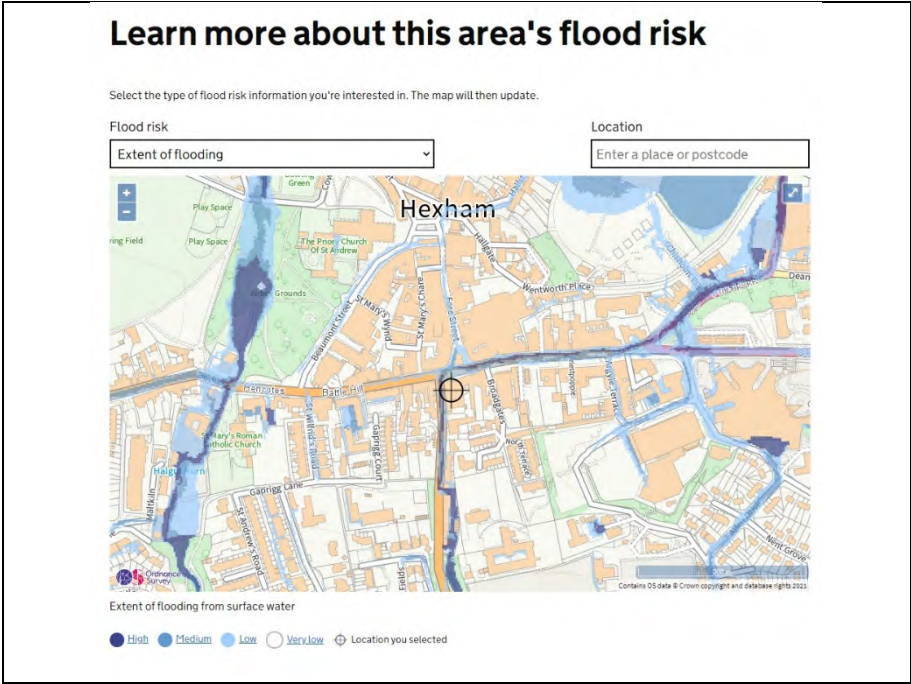
47. Blocked up window along right elevation at 3rd floor level



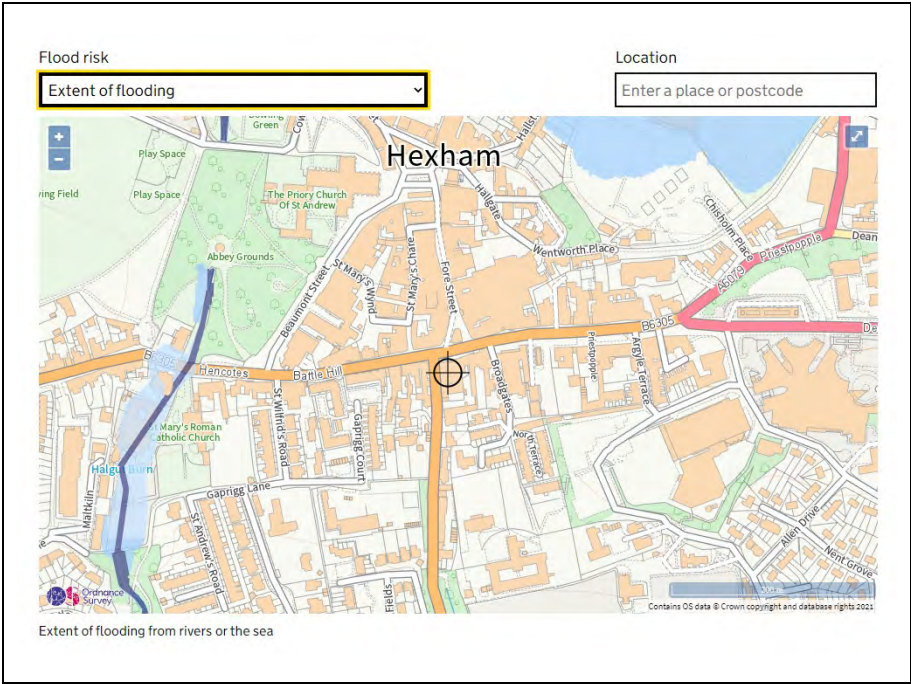
48. Coal Authority Map



49. Radon Map



50. Surface water flood risk map



51. Rivers and Sea Flood Risk Map

APPENDIX 3

TERMS AND CONDITIONS



TERMS OF ENGAGEMENT

1. Interpretation

The definitions and rules of interpretation in this condition apply in these terms and conditions (Terms):

Budget Costs means costs for refurbishment works or any other project related instructions;

Contract means the agreement between You and Us for carrying out the Services subject to these Terms;

Documents means any documents, products and materials developed by Us in respect of the Services in any form to be provided to You as part of the Services;

Engagement Letter means Our engagement letter issued by Us to You incorporating these Terms;

Property means the property referred to in the Engagement Letter in respect of which We are to provide the Services;

Services means the service to be performed by Us under the Contract as described in the Scope of Service;

Scope of Service means the schedule of terms set out in the scope of service document attached to the engagement letter;

Us, We, Our means Method Building Consultancy Ltd. a company registered in England under number 13090016 whose registered office is at 27 Barmoor Drive, Gosforth, Newcastle upon Tyne, NE3 5RE;

You, Your means the person or organisation named in the Engagement Letter to whom We are to provide the Services in accordance with these Terms.

2. Application of Conditions

(i) These Terms shall:

- (a) apply to and be incorporated into the Contract; and
- (b) prevail over any inconsistent terms or conditions contained, or referred to, in Your purchase order, confirmation of order, acceptance of a quotation, or specification or other document supplied by You, or implied by law, trade, custom, practice or course of dealing.

(ii) Your purchase order, or Your acceptance of a quotation for Services by Us, constitutes an offer by You to purchase the Services specified in it on these Terms. No offer placed by You shall be accepted by Us other than:

- (a) by an Engagement Letter issued and executed by Us; or
- (b) (if earlier) by Us starting to provide the Services;

when a contract for the supply and purchase of the Services on these Terms will be established. Your standard terms and conditions (if any) attached to, enclosed with or referred to in any purchase order or other document shall not govern the Contract.

(iii) Quotations are given by Us on the basis that no Contract shall come into existence except in accordance with condition 2(ii). Any quotation is valid for a period of 30 days from its date, provided that We have not previously withdrawn it.

(iv) Unless varied by an accompanying letter or other written variation signed by one of Our Directors or Associates, these terms apply to all building consultancy Services carried out by Us.

3. Our Obligations

(i) We shall use reasonable endeavours to provide the Services in accordance in all material respects with the Scope of Service and with reasonable professional skill and diligence.

(ii) We shall use reasonable endeavours to meet any performance dates specified in the Contract, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

(iii) We shall use reasonable endeavours to observe all health and safety rules and regulations, and any other reasonable security requirements that apply at the Property and that have been communicated to Us provided that We shall not be liable under the Contract if, as a result of such observation, We are in breach of any of Our obligations under the Contract.

(iv) We shall prepare all Documents with all reasonable skill, care and diligence within the constraints of these Terms.

4. Basis of Appointment

Our appointment commences on the date specified in the Engagement Letter and unless terminated earlier pursuant to condition 13, will continue until terminated in writing by either party giving not less than one calendar months' written notice.

5. Service Exclusions

(i) You acknowledge that in preparing the Documents and in carrying out the Services, We have relied and continue to rely on You to make full disclosure of all known, assumed or suspected structures, tanks, utilities, pipelines, discharges, spillages and hazardous substances or deleterious materials at, on or near the Property and if any inspection of the Property reveals matters which were not disclosed by You to Us then We may increase the price accordingly.

(ii) You acknowledge that in entering into the Contract, You have fully read and understood the Engagement Letter (including the assumptions contained within it) (Assumptions) and are agreeable to the same. You also acknowledge and agree that as We are relying on the Assumptions, We reserve the right to amend any price contained in the Engagement Letter and/or cancel the Contract if any of the Assumptions made are incorrect or incomplete. For the avoidance of doubt, the following Assumptions are included in the Contract, except where We agree otherwise in writing:

(a) We shall not be required to access, review, take account of, or advise on any of the following in relation to the Property:

1. mechanical or electrical installations or service media;
2. heating and ventilation installation;
3. utility supplies;
4. Information Technology/Telephony installations;
5. Environmental or contamination issues;
6. drainage installations;
7. building standards or building regulations in respect of the resistance or fire retardant characteristics of buildings;
8. the combustibility or fire safety requirements of any cladding, glazing, doors, insulation, cavity barrier, external wall system or internal wall system of any building or structure including but not limited to any component gasket, composite product or material used in the manufacture, assembly or construction thereof; or
9. legal or insurance issues.

(iii) You acknowledge and agree that access for any survey may be restricted for many reasons beyond Our control, including, without limitation, height restrictions, inconvenience to others, immovable objects, confined or enclosed spaces or voids or suspicion of any deleterious materials not previously brought to Our attention. In the event that electrical equipment or other hazardous materials are present, no access will be attempted until sufficient evidence provided to Our satisfaction confirming the safety of such equipment. We will not carry out external inspections of parts of the Property over two metres high unless otherwise agreed and in any event, will not carry out external inspections unless appropriate access is available.

(iv) In providing the Documents, We disclaim any responsibility to You with respect to any matters that fall outside the scope of the Contract, including but not limited to those matters listed in this condition 5.

TERMS OF ENGAGEMENT

- (v) Analysis results, inspection findings and recommendations stated within the Documents, are produced by Us employing all skill and care of a typical Chartered Building Surveyor acting reasonably and are given in good faith, subject to condition 11. We accept no liability for any action taken by You in acting upon those results, findings and recommendations, and the consequences and implications of these actions.
- (vi) The contents of any Documents provided to You pursuant to the Contract are confidential to You as they may be used by You solely for the purposes set out in the Engagement Letter and may not be used for any other purpose, nor by any third party without Our prior written consent and We disclaim all liability in respect of any use of the Documents not in accordance with this condition 5.
- (vii) When Budget Costs are provided by Us to You as part of Our Services, these costs should be used by You as a guide only and they should not be relied upon by You. Full and written estimates for Budget Costs should always be obtained.
- (viii) Any Documents provided to You by Us shall remain Our property until the price for the Services has been paid in full.
- (x) Any advice or recommendations made by Us in relation to any of the matters excluded from the Services as highlighted in this condition 5, should not be relied upon by You.
- (x) In the event that We include any of the matters outlined in this condition 5 within the Services at Your request, You agree to indemnify Us in respect of all and any liability, damages, claims, demands, expenses and proceedings arising out of or in connection with the carrying out of any inspection into such excluded matters, including, but not limited to, any opening up or invasive investigation to the Property and any remedial or reinstatement works necessary as a result of Our investigation.

6. Your Obligations

- (i) You shall:
 - (a) co-operate with Us in all matters relating to the Services;
 - (b) provide Us, Our agents, subcontractors, consultants and employees, in a timely manner and at no charge, with access to the Property and other facilities as reasonably required by Us to perform the Services;
 - (c) provide to Us, in a timely manner, such information as We may reasonably require in connection with the Services and ensure that it is accurate in all material respects;
 - (d) be responsible (at Your own cost) for preparing and maintaining the relevant Property for the supply of the Services, including identifying, monitoring, removing or disposing of any hazardous materials from the Property in accordance with all applicable laws, before and during the supply of the Services at the Property, and informing Us of all of Your obligations and actions under this condition 6(i)(d);
 - (e) inform Us of all health and safety rules and regulations and any other reasonable security requirements that apply at the Property.
- (ii) If the performance of Our obligations under the Contract is prevented or delayed by any act or omission of You, Your agents, subcontractors, consultants or employees, We shall not be liable for any costs, charges or losses sustained or incurred by You arising directly or indirectly from such prevention or delay.
- (iii) You shall be liable to pay Us, on demand, all reasonable costs, charges or losses sustained or incurred by Us (including, without limitation, any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly from Your fraud, negligence, failure to perform or delay in the performance of any of Your obligations under the Contract, subject to Us confirming such costs, charges and losses to You in writing.
- (iv) You shall not, without the prior written consent of Us, at any time from the date of Contract to the expiry of 12 months after the last date of

supply of the Services, solicit or entice away from Us or employ (or attempt to employ) any person who is, or has been, engaged as an employee, consultant or subcontractor of Us in the provision of the Services.

- (v) Any consent given by Us in accordance with condition 6(iv) shall be subject to You paying to Us a sum equivalent to 20% of the then current annual remuneration of the relevant employee, consultant or subcontractor or, if higher, 20% of the annual remuneration to be paid by You to that employee, consultant or subcontractor.
- (vi) You agree following a request by Us to promptly give instructions and decisions in writing, or if given verbally, to confirm them in writing within 7 days; We need not comply with any instruction not given in writing.
- (vii) You agree to ratify all acts and deeds done by Us in connection with the provision of the Services.

7. Fees

- (i) Our fees will be as set out in Our Engagement Letter.
- (ii) We may invoice You for Our fees and other payments as soon as Your liability arises under this condition 7.
- (iii) Invoices are due for settlement within 30 days of presentation. If you do not pay any invoice within 30 days of its presentation then we reserve the right to charge interest on any amount outstanding on a daily basis from the date payment is due up until the date of actual payment. Interest on any overdue amount will be calculated in accordance with the rate payable under the Late Payment of Commercial Debts (Interest) Act 1998 in force from time to time.
- (iv) You hereby authorise Us to deduct all such sums as may be owing to Us from money due to You by Us at any time.

8. Other Payments

- (i) VAT at the rate prevailing at the date of Our invoice will be charged in addition to Our fees and other charges.
- (ii) In accordance with Our standard practice, all third party costs including but not limited to disbursements, third party professional fees and search fees (where applicable), copying of documents and plans, travel and specialist access equipment which shall be invoiced accordingly are to be paid by You.

9. Information about the Property

You will provide Us with all relevant information about the Property and Your interest in it so that we may provide the Services. This information will include full details of ownership and of any rights, obligations, benefits and restrictions, liabilities and outgoings, health and safety issues and anything else which may affect the provision of the Services. If where You have provided Us with drawings or plans in order for Us to perform the Services We are entitled to rely on these for the purposes of calculating the fees and we may increase the fees if such information proves to be inaccurate. We may rely on the information You provide and if at any time any of the information You have provided to Us ceases to be correct or accurate, You agree to inform us immediately and you agree to indemnify Us against all and any liability which are may incur as a result of Your failure to do so.

10. Management & Insurance

For the avoidance of doubt, under the terms of this appointment We do not accept any responsibility for the security, management or insurance of the property or of third parties who visit the Property even if accompanied by Us.

11. Limitation of Liability

- (i) This condition 11 sets out Our entire financial liability (including any liability for the acts or omissions of Our employees, agents and subcontractors) to You in respect of:
 - (a) any breach of the Contract;
 - (b) any use made by You of the Services; and
 - (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.
- (ii) All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

TERMS OF ENGAGEMENT

(iii) Nothing in these Conditions limits or excludes Our liability:

- (a) for death or personal injury resulting from negligence; or
- (b) for any damage or liability incurred by You as a result of fraud or fraudulent misrepresentation by You or for any other liability which cannot by law be limited or excluded.

(iv) Subject to condition 11 (iii):

- (a) We shall not be liable, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation or otherwise for:
 - 1. loss of profits; or
 - 2. loss of business; or
 - 3. depletion of goodwill and/or similar losses; or
 - 4. loss of anticipated savings; or
 - 5. loss of goods; or
 - 6. loss of contract; or
 - 7. loss of use; or
 - 8. loss of corruption of data or information; or
 - 9. any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses;
 - 10. any damage caused to the Property, provided such damage was caused in the proper performance of the Services.
- (b) Our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Contract shall be limited to £1,000,000 in respect of any one event or series of connected events.

12. Data Protection

You acknowledge and agree that details of Your name, address and payment record may be submitted to a credit reference agency, and personal data will be processed by and on behalf of Us in connection with the Services.

13. Termination

- (i) Subject to condition 13 (iii), the Contract shall terminate automatically on completion of the Services in accordance with the Contract.
- (ii) Without prejudice to any other rights or remedies which the parties may have, either party may terminate the Contract without liability to the other on giving the other not less than one month's written notice or immediately on giving notice to the other if:
 - (a) the other party commits a material breach of any of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or
 - (b) an order is made or a resolution is passed for the winding up of the other party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order of the other party; or
 - (c) an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party, or notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or
 - (d) a receiver is appointed of any of the other party's assets or undertaking, or circumstances arise which entitle a court of
 - (e) competent jurisdiction or a creditor to appoint a receiver or manager of the other party, or if any other person takes possession of or sells the other party's assets; or
 - (f) the other party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or
 - (g) the other party ceases, or threatens to cease, to trade; or
 - (h) there is a change of control of the other party (as defined in section 574 of the Capital Allowances Act 2001); or

(i) the other party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.

(iii) Subject to conditions 7 (iii), 13 (ii) & 13 (iii) we may immediately suspend or terminate our services without liability to you if you fail to settle any overdue invoices within 7 days of having received a demand for payment notice.

(iv) On termination of the Contract for any reason the accrued rights of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

14. Intellectual Property Rights

- (i) All intellectual property rights arising from the Services, including any in any Documents, shall at all times belong to Us, unless otherwise agreed in writing by You.
- (ii) Subject to condition 14(iii) and to payment in full by You for the Services, We license all such rights to You free of charge and on a non-exclusive, worldwide basis, to such the extent as is necessary to enable You to make reasonable use of the Documents and Services, purely for the purpose set out in the Engagement Letter. If the Contract is terminated by either party prior to completion of the Services pursuant to condition 13(ii), this licence shall automatically terminate.
- (iii) You acknowledge that, where We do not own all rights in the Documents, Your use of rights in the Documents is conditional upon Our obtaining a written licence (or sub-licence) from the relevant licensors or licensor on such terms as will entitle Us to license those rights to You.

15. General

(i) Set-off

All amounts due under the Contract shall be paid in full without any deduction or withholding other than is required by law and You shall not be entitled to assert any credit, set-off or counterclaim against Us in order to justify withholding payment of any such amount in whole or in part.

(ii) Waiver and Remedies

The failure to exercise or delay in exercising a right or remedy provided by these Terms or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. A waiver of a breach of any of the Terms or of a default under these Terms does not constitute a waiver of any other breach or default and shall not affect the other terms of the Contract. A waiver of a breach of any of the terms of the Contract or of a default under the Contract will not prevent a party from subsequently requiring compliance with the waived obligation.

(iii) Force Majeure

- (a) If We are prevented or delayed in the performance of any of Our obligations under the Contract by any reason beyond Our reasonable control, We will serve notice in writing on You specifying the nature and extent of such circumstances, and will, subject to service of such notice, have no liability in respect of the performance of such of Our obligations as are prevented or delayed during the continuation of such events, and for such time after they cease as is necessary for Us, using all reasonable endeavours, to recommence Our affected operations in order for Us to perform Our obligations.
- (b) If We are prevented from performance of Our obligations for a continuous period in excess of six months, You may terminate the Contract on service of written notice to Us, in which case neither of Us will have any liability to the other except that rights and liabilities which accrued prior to such termination shall continue to subsist.

(iv) No Partnership

Nothing in the Contract is intended to or shall operate to create a partnership or joint venture of any kind between the parties.

(v) Time of the Essence

TERMS OF ENGAGEMENT

Time is not of the essence of any term in the Contract and shall not be made of the essence by the service of any notice.

(vi) Assignment

Neither party shall without the prior written consent of the other party assign, transfer, charge or deal in any other manner with the Contract any of its rights under it, or purpose to do any of the same, nor subcontract any or all of its obligations under the Contract.

(vii) Confidentiality

Each party undertakes that it will not at any time hereafter use, divulge or communicate to any person, except to its professional representatives or advisers or as may be required by law or any legal or regulatory authority, any confidential information concerning the business or affairs of the other which may have or may in future come to its knowledge and each party shall use its reasonable endeavours to prevent the publication or disclosure of any confidential information concerning such matters.

(viii) Entire Agreement

The Contract constitutes the entire agreement and understanding of the parties and supersedes any previous agreement between the parties relating to the subject matter of the Contract. Nothing in the Contract shall, however, operate to limit or exclude any liability for fraud.

(ix) Variation

No variation of the Contract or any of the documents referred to in it shall be valid unless it is in writing and signed by or on behalf of the parties.

(x) Severance

If any provision of the Contract shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of the Contract which shall remain in full force and effect.

(xi) Rights of Third Parties (exclusion)

No term of the Contract shall be enforceable by a third party (being any person other than the parties and their permitted successors and assignees).

(xii) Governing Law and Jurisdiction

- (a) The Contract shall be governed by and construed in accordance with the laws of England and Wales.
- (b) Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with the Contract.

(xiii) Money Laundering

- (a) Under UK Money Laundering legislation We are required to put in place procedures to help prevent money laundering. If We know or suspect (or have reasonable grounds for suspecting) that a matter or transaction involves money laundering We may, in accordance with Our statutory obligations and those procedures, make a notification of Our knowledge to the Serious Organised Crime Agency.
- (b) You should be aware that, depending on the circumstances, We may be precluded from seeking Your consent or informing You that We have made a notification.
- (c) You agree that We may make any notification which We consider appropriate to comply with money laundering legislation and Our anti-money laundering procedures, provided We act in good faith. This applies whether or not We have a legal duty to make the notification in question.
- (d) The money laundering legislation and Our internal procedures require Us to verify the identity of new clients and in some circumstances existing clients to conduct background and other checks which may require You to provide Us with evidence of Your identity. We may delay commencing work, decline to act or (if appropriate) cease to act if the requirements of such verification are not met to Our satisfaction.

(xiv) Complaints

We adopt, where necessary, the complaints handling procedure that is required by the Royal Institution of Chartered Surveyors a copy of which is available from Us on Your request.