

APPENDIX B

ACCRINGTON MARKET CHAMBERS NATIONAL LOTTERY
HERITAGE FUND



MARKET CHAMBERS BUILDING SURVEY INSPECTION REPORT MAY 2022

Building Survey Inspection Report

For the premises known as

MARKET CHAMBERS, ACCRINGTON

on behalf of

HYNDBURN BOROUGH COUNCIL



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This document has been prepared and checked in accordance with the MAC Quality Assurance procedures and authorised for release by Joseph Beckett BSc (Hons) MRICS, Director.

EXECUTIVE SUMMARY

MAC Construction Consultants were instructed by Hyndburn Borough Council to carry out a Building Survey Inspection and to prepare a Building Survey Report providing an overview of the physical condition of the premises and to highlight any apparent defects in their construction, together with repair recommendations.

The property is a three / five storey terraced premises comprising both commercial and residential units. For the purpose of this report, we have split the property as follows for reference purposes;

Building A: 4 Church Street & 43 – 45 Blackburn Road / 47 Blackburn Road / 49 Blackburn Road (4 storey plus basement / pitched roofs)

Building B: 51 Blackburn Road (3 storey / flat roof)

Building C: 53 – 59 Blackburn Road (3 storey / flat roof)

Comprising the following premises;

4 Church Street – Building A / Ground floor / Occupied (beautician)

2 Church Street & 43 Blackburn Road – Building A / Ground floor, first floor and basement / Vacant

45 Blackburn Road – Building A / Ground floor / Occupied (sweet shop)

47 Blackburn Road – Building A / Ground floor, upper floors and basement / Vacant

49-51 Blackburn Road – Building A & B / Ground floor / Occupied (amusement arcade - access restricted to ground floor retail area only)

53 Blackburn Road – Building C / Ground floor / Vacant

55-59 Blackburn Road – Building C / Ground floor / Occupied


Note that access was unavailable to the upper floors of 53-59 Blackburn Road.

Residential over 2-4 Church Street & 43-45 Blackburn Road - Building A





Residential over 49-51 Blackburn Road – Building A & B





During our inspection, we identified a number of defects which we recommend are rectified in the short term to ensure the condition and current functionality of the property is maintained in the long term. We also identified a number of issues that may require further investigation.





This Summary should not be considered in isolation from the main Report as it merely covers the principal issues only. We recommend you read the full Report in order to obtain a detailed understanding of our findings and recommendations.

Purpose of Inspection	Pre-acquisition	
Tenure	Freehold	
Building Type	Terraced, three to five storey buildings	
Size	Unknown	
Period of Construction	Unknown	
EPC Rating	Unknown	

Key

 Immediate / Critical	 Action Required in short term	 Recommendation – resolution recommended but able to be resolved later	 For Information - No immediate action required or legal / statutory
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Report Item	Element	Priority	Brief Notes
5.1.1	Structure & Foundations		No significant structural issues were noted during the inspection.
5.1.2	Roofs & Rainwater Goods		It is likely that roofs are nearing or are at the end of their economic lives. While immediate repairs to flashings etc are required, an allowance for re-roofing of the premises in the short to medium term should be made subject to enquiries with the vendor. Hooks and clips were noted to slate roof and water ingress evident to upper floor. The flat roofs are aged and ingress was noted to internal areas beneath the flat roof over Building B. Further investigations may be required to the roofs and rainwater goods to fully scope the extent of defects and required work. Defective rainwater goods to the front and rear elevations should be repaired / replaced with cast iron elements repainted.
5.1.3 – 5.1.4	External Fabric		The external elevations require localised stone and brickwork repairs / cleaning. Areas of loose render to the rear elevation should be hacked off and re-rendered. The timber windows require repair / redecoration in the short term.
5.1.5	Floors & Staircases		Some uneven areas to the basement beneath 2-4 Church Street & 43 Blackburn Road. Floor

			repairs / upgrades may be required subject to proposed use of premises. The timber floors to 47 Blackburn Road are generally uneven and may require repairs subject to future use.
5.1.6	Internal Areas		Repairs required to areas affected by water ingress. Ongoing cyclical redecoration and maintenance works required as necessary. An intrusive timber / damp survey is recommended to the basement of both 43-45 Blackburn Road and 47 Blackburn Road.
5.1.7 – 5.1.8	Site Areas & Boundaries		General repairs and clearance required. Condition of drainage system to be determined. Extent of boundary and rights of access etc. to be confirmed.
5.1.9 – 5.1.10	Statutory Matters		General enquiries to be made with current owner by your Solicitor and future obligations considered.
5.1.11	Mechanical & Electrical		An M&E consultant was not instructed as part of this survey. A specialist survey is recommended prior to purchase, particularly given condition of some installations.

Matters arising from our inspection for your Solicitor to review and comment on

- It is recommended that your Solicitor obtains legal title to ensure legal status of the property is established and all necessary searches are completed.
- Your Solicitor should confirm the lease agreements with the individual tenant's, especially in terms of repairing liability and the ability for the Landlord to give notice to a tenant to terminate the Lease or when the individual leases may be due to expire.
- The extent of the boundaries to the property, including who is responsible for the maintenance of the rear alley and general paving around the perimeter of the building.
- An Energy Performance Certificate will have been commissioned and should be obtained.
- It is usual for a Solicitor to make enquiries to ascertain whether any deleterious materials were likely to have been used in the construction of the property. The use of asbestos in the UK was banned in 1999, therefore could be present in the subject premises.

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1.0 INTRODUCTION

- 1.1 MAC Construction Consultants were instructed by Hyndburn Borough Council (HBC) to carry out a Building Survey Inspection and to prepare a Building Survey Report providing an overview of the physical condition of the premises and to highlight any apparent defects in their construction, together with repair recommendations.
- 1.2 This Report focuses upon material issues which may influence your proposed acquisition or which may impact upon the investment value. Accordingly, we do not report on general maintenance or day to day management issues.
- 1.3 It is based on a visual inspection of the readily accessible areas of the property only and in accordance with the limitations contained in our Scope of Service provided to you previously. No steps were taken to expose elements of the structure otherwise concealed or to remove surface finishes for examination of underlying elements.
- 1.4 Our Report does not provide details on any legal issues that relate to the site. We have assumed that your Solicitors will be reporting fully to you in this regard.
- 1.5 We have not made arrangements in respect of environmental matters. We provide no comment within our Report on environmental issues. We have assumed that you will be dealing with environmental matters directly. However, should you require further assistance in this respect, please let us know as we can recommend consultants who can undertake a Phase 1 environmental assessment.
- 1.6 No detailed structural survey has been commissioned. However, we have made comment on the structural elements based on our level of expertise.
- 1.7 Although parts of the building were vacant, the building contained fixtures, fittings and chattels which obscured or obstructed access to some areas of the building and structure.
- 1.8 This Report is for the sole use of Hyndburn Borough Council and no responsibility is accepted to any third party for the whole or any part of the Report unless an appropriate letter of reliance has been agreed between MAC Construction Consultants and the reliant party.

2.0 INFORMATION PROVIDED

- 2.1 We were provided with the following information prior to our inspection:
 - Proposed floor plans
- 2.2 If any other information is made available this could affect the conclusions we have reached in this Report.

3.0 INSPECTION DETAILS

- 3.1 Our inspection was undertaken on 28th April 2022 at which time the weather was overcast and dry.
- 3.2 The inspection was undertaken by Nick Fenwick BSc (Hons) MRICS on behalf of MAC Construction Consultants.
- 3.3 We were unable to gain access to the following areas:

- Ceiling voids
- Roof and floor voids
- Elements obscured by fittings
- Various rooms to basement of 2-4 Church Street & 43-45 Blackburn Road
- Upper floors to 53-59 Blackburn Road
- Upper floor residential units to 4 Church Street & 43-45 Blackburn Road
- Back of house areas to arcade premises within 49-51 Blackburn Road
- Roofs to 2-4 Church Street & 43-45 Blackburn Road

- 3.4 For the purposes of this Report, we have assumed that the front elevation is facing Blackburn Road with front, left, right and rear referred to accordingly.

4 PROPERTY DESCRIPTION

- 4.1 The premises are situated on a pedestrianised section of Blackburn Road, Accrington in Lancashire, approximately 1.5 miles south of Junction 7 of the M65 motorway.
- 4.2 The building is not listed but does lie within the local Conservation Area.
- 4.3 The property is a three / five storey terraced premises comprising both commercial and residential units. For the purpose of this report, we have split the property as follows for reference purposes;

Building A: 4 Church Street & 43 – 45 Blackburn Road / 47 Blackburn Road / 49 Blackburn Road (4 storey plus basement / pitched roofs)

Building B: 51 Blackburn Road (3 storey / flat roof)

Building C: 53-59 Blackburn Road (3 storey / flat roof)

Comprising the following premises;

4 Church Street – Building A / Ground floor / Occupied (beautician)

2 Church Street & 43 Blackburn Road – Building A / Ground floor, first floor and basement / Vacant

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47 Blackburn Road – Building A / Ground floor, upper floors and basement / Vacant

49-51 Blackburn Road – Building A & B / Ground floor / Occupied (amusement arcade - access restricted to ground floor shop)

53 Blackburn Road – Building C / Ground floor / Vacant

55-59 Blackburn Road – Building C / Ground floor / Occupied

Note that access was unavailable to the upper floors of 53-59 Blackburn Road.

Residential over 2-4 Church Street & 43-45 Blackburn Road - Building A

Residential over 49-51 Blackburn Road – Building A & B

Reference plan:



- 4.4 Building A comprises stone external walls wall to the front elevation with brick and rendered walls to the rear. Roofs are slate covered pitched roofs to the majority with a flat roof over 4 Church Street. External windows are mixture of timber framed sash and casement windows. External doors to the rear are a timber / steel plate with varying styles of shopfront to the front elevation.





Building B comprises ashlar stone external wall to the front elevation with rendered wall to the rear, under a flat roof with asphalt covering. External windows are mixture of timber framed sash and casement windows. External doors to the rear are timber with a timber shopfront to the front elevation.


Building C comprises ashlar stone external walls, to the front and right-hand elevations with rendered walls to the rear under a flat roof with mineral felt covering. External windows are timber framed and external doors powder coated aluminium.


- 4.5 There is an alley to the rear of the subject premises and adjacent properties, which is accessed via Church Street and Holme Street, and provides access to the premises via several rear doors to the ground floor shops.
- 4.6 We understand that the property is privately owned, and Hyndburn Borough Council are interested in purchasing the freeholds.
- 4.7 We are unaware of the details of the tenants' occupational agreements and have not commented on this. The repairing liability of the tenants may be limited by way of a Schedule of Condition or there may be other limitations to their liability, for example, and we recommend that further investigation is considered via your Solicitor.
- 4.8 We have not been instructed to comment on any Service Charge provisions, liabilities, forward budgets or any current monies held on account and, again, recommend that your Solicitor is requested to investigate these elements further.

5 CONDITION

- 5.1 The items below are marked as follows:

			
Immediate / Critical	Action Required in short term	Recommendation – resolution recommended but able to be resolved later	For Information - No immediate action required or legal / statutory

Item	Element	Priority
5.1.1	Structure & Foundations	
	<u>Foundations</u> It was not possible to establish the construction of the foundations.	

	<p>During the course of our inspection, we did not carry out any intrusive investigations to determine the form of foundations or the nature of the sub-surface ground bearing strata and in the absence of any drawings or documentation we have been unable to verify construction or condition. However, from our visual inspection of the buildings and external areas we did not observe any indications of any significant problems that might suggest defects in the foundations or problems with ground conditions.</p> <p><u>Structure</u></p> <p>The external walls are stone, of varying type / age, with the rear walls brick and render. No significant structural defects were noted to the premises but due to the age of the premises you may wish to instruct a structural appraisal undertaken by a suitable qualified structural engineer, taking into account and assessing suitability for any known intentions for the property.</p> <p>No load bearing assessment was made regarding the upper floors and roof. If alterations / additions are proposed to these areas advice should, again, be sought from a suitably qualified structural engineer.</p>	
5.1.2	Roofs & Rainwater Goods	
	<p><i>Building A</i></p> <p>The premises comprise a series of slate covered pitched roofs with projecting stone dormers and lead lined mansard between (possibly coated in part). There is a lead faced domed tower to the corner of the building.</p> <p>From a limited view of the roofs from ground level the slates appear to be intact, however, there are hooks / clips evident indicating that fixings may be failing. The owner of the premises also verbally advised that leaks occurred regularly. Ridge tiles are generally intact (where visible), although at least one appeared to be missing.</p> <p>There is a flat roof over 4 Church Street, with presumed modified bitumen membrane covering to the front and profile steel cladding to the rear. The condition could not be determined, but the membrane detail appeared extend loose laid over the front of the roof with temporary 'flashband' repairs evident and vegetation growth evident.</p> <p>Enquiries should be made with the vendor in regard to the timings of previous roof repairs and the age / condition of the roofs determined. However, it is recommended that provision for wholesale replacement of the roof coverings is allowed for in the first instance and considered in the sale value.</p> <p>Rainwater goods at high level to the mansard appear to be uPVC</p>	

discharging to part external / part internal downpipes on the front and left-hand elevations via hidden outlets behind the high-level stone cornice detail with intermediate hoppers.

The downpipes to the rear of the property are uPVC with some cast iron sections at low level and while serviceable are generally aged and uneven. Repairs are recommended to at least one grey downpipe to ensure it is straight and secure.

Building B


The building is covered by a flat roof comprising a timber deck with asphalt covering and is accessed via a hatch formed in the ceiling of one of the upper floor flats. Rainwater discharges to a rear gutter served by a uPVC downpipe to the elevation. There is a stone parapet to the front, a small parapet at the junction of Building C to the right and the roof abuts the additional third storey of Building A to the left. The asphalt covering is old with surface wear and staining with silt build up indicating an uneven surface with unsatisfactory drainage. The lead flashing to the front parapet is partly missing and the asphalt upstand sagging. Internally, there is evidence of significant water ingress to the left-hand side of the building.


It is recommended that enquiries are made in regard to the apartment water ingress (likely historic) and provision made for at least overlaying the roof and reforming all perimeter flashings. However, a more substantial re-roof with improved insulation and falls would be the preferred option. The front parapet should also be repointed as required.



Building C

The flat roof to Building C comprises a (presumed) concrete deck with modified bitumen membrane covering. Rainwater discharges to a downpipe to the rear right hand corner via an outlet and also to a uPVC gutter to the rear left-hand side. There are parapet walls to the perimeter, except for the inverted corner section to the rear left-hand side served by the gutter.

A limited inspection of the roof was made from Building B. The roof covering is thought to be 15+ years old and is uneven in parts with evidence of ponding water indicated by areas of silt build-up. Patch repairs to perimeter upstands / flashings and parapets were also noted. There are several redundant brackets / supports penetrating the roof, which have a brush applied waterproofing coating applied, indicating potential locations for water ingress. Some apparent apertures, presumably from previous M&E equipment, are covered with polythene. There is also a rooflight, various flues and extraction ducting penetrating the roof, again with an apparent waterproofing coating around the base.

	<p>To provide long term performance, it is recommended that the roof is recovered in full, with suitable falls to drainage outlets, suitable perimeter flashings, all copings rebed / repointed / secured as required and masonry repointed. Insulation may be required to comply with the Building Regulations.</p> <p>Whilst we recommend that you make further enquires in regard to the presence of a valid warranty for the roof membrane, however, it is presumed that wholesale replacement will be required without recourse to the original manufacturer.</p> <p>There is no 'man safe' system to the roof or edge protection. This may limit safe maintenance of the roof.</p> <p>There are downpipes to the rear elevation being a combination of high-mid level uPVC sections and low-level cast iron. The cast iron elements are generally corroded with flaking paint and should be repainted.</p>	
5.1.3	Perimeter Walls	
	<p>The external perimeter walls to the front, left and right-hand side are of ashlar stone with decorative cornice and feature sections.</p> <p>All elevations are showing signs of localised erosion, delamination and discolouring, particularly at high level and generally where rainwater drain off has been affected. The mortar joints between the stone sections have worn away in areas particularly where discoloration is present, and isolated vegetation growth was noted at high level. It is recommended that specialist stone repairs / repointing / cleaning is undertaken. We also recommend that the stone elevations are periodically checked through a close-up inspection for health and safety reasons to ensure that no areas of the delaminated stone are at risk of falling from the building.</p> <p>The rear elevation is a combination of brickwork and render with exposed window cills and lintels. There are isolated areas of cracked and stained render with minor damage at low level. There are isolated missing / damaged bricks and areas of patch repairs. Several air conditioning units are affixed, serving various ground floor retail units. It is recommended that all redundant fixtures and fittings are removed from the rear elevation and necessary repointing / repairs / cleaning undertaken to the brickwork and render.</p> <p>Vegetation growth was noted on all elevations primarily at a high level but also found above the arch to the rear alley and to the junction with ground level. This should be removed in the short term to prevent further damage to / water ingress into the building fabric and affected</p>	

	<p>brickwork repaired / repointed as necessary.</p> <p>There is a rendered upstand to the base of the rear wall, which is defective and breaking up. This render detail should be repaired as necessary. Downpipes enter concrete 'bases' at ground level, several of which are damaged and should be repaired as necessary.</p> <p>Isolated areas of staining were noted to the rear elevation around some rainwater goods and in isolated areas, further minor isolated areas of staining were noted on all other elevations. We recommend that this is suitably cleaned following the inspection of a high-level overflow pipe.</p>	
5.1.4	Doors and Windows	
	<p><u>Doors</u></p> <p>The external doors to the rear elevation are timber (with steel plate and metal). The doors are generally in satisfactory condition and suitable for purpose.</p> <p><u>Windows</u></p> <p>The upper floors to all elevations and buildings comprise a combination of single and double-glazed timber frame casement and sash windows. We did not test every opening unit, however, a number of the timber framed windows would not open due to significant degradation to the frames, painted shut frames and general poor condition of the associated ironmongery. Significant rot was also evident to rear elevation windows with general deterioration of the paint finish throughout. The windows will require scheme of repair, redecoration and / or replacement.</p> <p>Powder coated aluminium windows and doors to the bar premises (55-59 Blackburn Road). PVC window frames were visible on the 4 Church Street high level street section to the rear from the alleyway. Both of these elements appeared to be in good condition.</p> <p><u>Shopfronts</u></p> <p>The shopfronts are of varying styles and materials.</p> <p>The metal shopfront to 43 Blackburn Road is old but in a fair condition.</p> <p>The timber shopfront to 45 Blackburn Road is in good condition.</p> <p>The timber shopfront to 47 Blackburn Road appears recent and is in good condition.</p> <p>The timber shopfront to 49-51 is in satisfactory condition with some</p>	

	<p>isolated decay but was in the process of being painted.</p> <p>The aluminium shopfront to 53 Blackburn Road is in satisfactory condition but has previously been painted with the previous colour visible to isolated areas.</p>	
5.1.5	Floors & Staircases	
	<p>No significant defects were noted to the floors and staircases to premises. However, there were areas of uneven floor to the basement of 2 Church Street & 43 Blackburn Street, currently covered by carpet. Allowance should be made for repairs to the concrete floor.</p> <p>There are timber staircases in 47 Blackburn Road, (vacant property in Building A) providing access to the upper floors and basement therein. The timber floors to the premises are generally uneven and may require repairs subject to the proposed use.</p> <p>The stairs within 43 Blackburn Road are of a timber construction and in a satisfactory condition.</p> <p>43 Blackburn Road and the residential units above and adjacent share the same fire exit staircase. In keeping with the general condition of the upper floors, the staircase has some uneven steps.</p>	
5.1.6	Internal Areas	
	<p>4 Church Street – Building A / Ground floor / Occupied (beautician)</p> <p>A brief view of the premises was undertaken. The premises were fitted out for the requirements of the occupier's business, with floor coverings, wall linings and suspended ceiling. The premises were in good condition at the time of inspection.</p> <p>2 Church Street & 43 Blackburn Road – Building A / Ground floor, first floor and basement / Vacant</p> <p>While the premises contained stock, fixtures and fittings, the shop was not trading at the time of inspection. This unit includes a large basement, ground floor and first floor with the upper floor spanning over the adjoining unit (45 Blackburn Road).</p> <p>The ground and first floor have carpet floor covering and 1200x600 suspended ceiling with recessed light fittings. The ceilings are in a poor condition due to damaged and mismatched ceiling tiles with multiple showing water stains. The carpet is generally worn and stained throughout. The walls on both floors are generally in a poor condition, the first floor comprises wallpapered walls and decorated timber cladding and the first floor is decorated plaster boarding.</p>	

The basement spanned across the adjacent units both on Blackburn Road and Church Street, and elements include a suspended ceiling with undecorated timber board soffit, a mixture of wallpapered and painted brickwork walls and carpet floor covering. The carpet is generally worn and stained. The wall coverings and ceiling finishes were very poor with many areas of plaster / decoration failure and general damage to the ceiling grid and tiles.

There is evidence of damp / water ingress, possibly from the alley area above and repairs to the alley / rear elevation junction should be undertaken to ensure no potential routes of water ingress. The intrusive damp survey should also be extended to include this area to determine the extent and cause of the damp / ingress and recommendations for treatment / remediation, if required.

There is water damage adjacent to an internal downpipe. Drainage investigations should extend to rainwater connections as well.

Water ingress was also evident beneath the pavement lights, and of the glazed pieces is damaged.

Subject to confirmation of any ongoing tenancy obligations, replastering of ceilings and walls will be required, depending on the future use of the premises. Removal of remaining floor coverings and remnants of previous coverings / adhesives etc would be required prior to making good and receiving new floor treatments.

45 Blackburn Road – Building A / Ground floor / Occupied (sweet shop)

This property is currently occupied by a confectionary shop. The unit has been split to provide a main front of house area, back of house storage area, kitchen and WC. The main retail area comprises suspended ceiling with recessed light fittings, painted plastered walls and carpet floor covering. The back of house area had very limited access at the time of inspection due to numerous occupant chattels obstructing entryways / circulation spaces.

The shop front area is generally in a good condition with minor damage and general staining to the suspended ceiling tiles. The walls were in a good condition and the carpet was fair however visibly worn and generally stained. The visible back of house area appeared to match the condition of the main shop.

47 Blackburn Road – Building A / Ground floor, upper floors and basement / Vacant

This property was vacant at the time of inspection. The unit had four accessible levels including a basement, ground floor, first floor and

	<p>second floor.</p> <p>The ground floor comprised a screed on a presumed timber flooring, textured wood chip wallpaper on a plaster wall and a 1200x600 suspended ceiling. The floor was in a poor condition due to soiling and an uneven surface, the walls and ceiling were satisfactory however some ceiling tiles were mismatched, and others soiled.</p> <p>The first floor had a carpet floor covering with the floor boarding below being visibly uneven alongside the same walls and ceiling as the ground floor. The walls however had significant damp and mould with an area of peeling wallpaper in the room adjoining the front elevation, this is likely due to a failing roof allowing for water ingress as experienced in the adjacent residential unit. Following confirmation that the roof leak has ceased, any mould and staining should be treated/ removed.</p> <p>The second floor had an uneven exposed plywood flooring with the previous floor covering removed and the remnants of adhesive visible. The walls have the same covering and are in the same condition as the first floor with additional damp staining at surrounding the rear chimney breast. Ceilings comprise both a painted plaster skim finish and decorated timber boards that are in a satisfactory condition. This floor also contained a WC and kitchen area that are both soiled but in a fair condition, both rooms had over sink water heaters (not tested).</p> <p>The basement comprises a painted timber board ceiling with painted plaster partition walls and painted brickwork exterior walls. The floor is exposed concrete slab. Significant damp staining was evident throughout, and evidence of moisture was noted on pipework and corroded metal brackets. Damp appeared to be worse to toward the rear of the basement but was obscured by a partition wall. It is recommended that an intrusive damp survey be undertaken to include the internal / external walls and the ceiling timbers with appropriate remediation undertaken taking into account the future use of the basement area. There is a lack of ventilation and heating to these areas which should ideally be introduced following a strip out of the damp affected elements. Pipework serving / passing through the basement should also be inspected by a suitable specialist and repairs undertaken, if necessary.</p> <p>All windows are timber framed with double glazed units to the front elevation and single glazed to the rear with rot affecting the rear windows. The paint finish to the front window has deteriorated and require redecoration. The staircase is timber construction with a carpet covering and plastic nose coverings.</p> <p>The fire alarm appeared to be connected to the adjacent system serving the apartments to 49-51 Blackburn Road.</p>	
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49-51 Blackburn Road – Building A & B / Ground floor / Occupied
(amusement arcade - access restricted to ground floor retail area)

This property was only accessible to the main retail area, the rear rooms, upper floors and services could not be viewed. During the inspection the property was occupied and in operation, split into two open plan rooms and a WC to the rear. The main arcade room comprises a suspended ceiling with recessed light fittings, decorated timber wall cladding and carpet flooring. The WC is made up of a vinyl sheet flooring and uPVC walls and ceiling.

The general condition of the unit is good in keeping with its use however a small number of ceiling tiles appear water stained, and the occupant advised they had recently repaired the ceiling and wall linings adjacent to the wall adjoining 49 Blackburn Road, in keeping with water staining noted above. The timber floor is uneven but satisfactory, covered with a carpet to suit the occupiers fit out.

53 Blackburn Road – Building C / Ground floor / Vacant

The property is currently vacant and used for storage at the time of inspection by the occupant of 55-59 Blackburn Road. The unit has been split to provide a main front of house area, back of house kitchen and WC. The main retail area comprises suspended ceiling with recessed light fittings, painted plaster walls and carpet floor covering. The kitchen and WC area also comprise a 600x600 suspended ceiling with recessed lighting, painted plaster walls and carpet floor covering.




The front of house area is generally in a good condition with minor wear to the carpet floor covering. The rear area is in poor condition with an area of missing carpet exposing the floor slab and marked, cracked and mismatched paintwork, redundant electrics and a damaged / stained ceiling grid. The WC and kitchen sanitaryware are in a satisfactory condition with general wear and staining to surfaces.



55-59 Blackburn Road – Building C / Ground floor / Occupied (bar)

This property was only accessible at ground level, during the inspection the property was both occupied and operating as a bar. The unit was split into the main front seating and bar area, kitchen and second bar, WC area and storage / keg room.

The bar area is in a good condition and comprised of a timber effect vinyl flooring, painted plaster walls and painted plaster ceiling. The WC is in good condition with painted plaster ceiling, acrylic panel walls and a vinyl flooring with very minor staining. The keg room is generally in a poor condition with significantly damp stained 1200x600 ceiling tiles, worn and stained vinyl flooring and stained painted plaster walls. Finally, the kitchen / back of bar has a poor condition quarry tile flooring and a significantly stained ceiling grid, the walls are a mixture

	<p>of timber units / stainless steel units and stained painted plaster. All windows and doors appeared in a good condition.</p> <p>55-59 Blackburn Road – Building C / Upper floors / Vacant</p> <p>No access was available to the upper floors of Building C.</p> <p>Residential over 2-4 Church Street & 43-45 Blackburn Road – Building A</p> <p>We were advised by the owner of the premises that the upper floors currently comprise a number of residential properties.</p> <p>Our inspection was limited to the common stairwell only. The ceiling and walls are painted plaster and subject to normal wear and tear. The carpeted floor is old and in poor condition.</p> <p>Staining was evident to the upper floor ceiling indicating disrepair to the pitched roofs / roof drainage above.</p> <p>Residential over 49-51 Blackburn Road – Buildings A & B</p> <p>Various occupied and vacant flats. The flats are typically one / two bedrooms with bathroom, kitchen and living room with some apartments split-level with internal staircase. All bedrooms, living room and hallway walls and ceilings are painted plaster finish and generally in a very poor to satisfactory condition, with general wear and tear and minor disrepair evident.</p> <p>Occupied flats are experiencing issues with condensation mould, in bathrooms, presumably due to insufficient ventilation.</p> <p>Ceilings and walls are painted plaster and in very poor condition to vacant areas of Building B with significant staining present due to water ingress from the flat roof. The water ingress to the left-hand side of Building B is presumed to be historic given that the arcade below has completed repairs, but the issue should be monitored. It is also likely that ongoing ingress in occurring to the top floor premises is due to the defective flashings on the flat roof, mentioned previously. Kitchen and bathroom walls are a ceramic tile finish.</p> <p>Repairs will be required and any mould following remediation should be treated / removed.</p> <p>The carpet floor covering in these areas are worn and stained with exposed floorboards in vacant units. Floor coverings to bathrooms and kitchens are significantly stained vinyl sheeting.</p>	
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	<p>Circulation spaces comprise suspended ceilings, painted plastered walls and carpet floor coverings all in a poor condition with general wear, staining to all elements with cracked / failing plaster to walls.</p> <p>All windows have suffered from a lack of maintenance with those to front elevation having a deteriorated paint finish / onset of rot and those to the rear showing evidence of significant rot.</p>	
5.1.7	Site Areas & Boundaries	
	<p>There is a narrow alley to the rear separating the subject building with adjacent properties. The alley is in poor condition with moss and vegetation covering the surface. There are uneven and broken up sections of path and general debris. The alley should be cleared with general repairs undertaken to the surface to ensure there are no potential points of water ingress into the basement below and to ensure a level / repaired surface.</p> <p>Damage to pavement lights also required, subject to liability.</p> <p>There are gates to the Church Street end of the alley which should be maintained to ensure security is not undermined.</p> <p>We are unaware of the boundaries to the premises, and we recommend your Solicitors confirm the extent of the ownership.</p>	
5.1.8	Drainage	
	<p>Inspection of the below ground drainage is outside the scope of our instruction. Subject to the scope of ownership, it is recommended that a CCTV is undertaken prior to acquisition and any identified defects addressed.</p>	
5.1.9	Statutory Matters	
	<p>The following statutory obligations need to be taken into consideration both prior to and following purchase;</p> <p>Regulatory Reform (Fire Safety) Order 2005</p> <p>Workplace (Health, Safety & Welfare) Regulations 1992</p> <p>Currently cited Building Regulations</p> <p>Control of Asbestos Regulations 2012</p> <p>Equality Act 2010</p> <p>Further commentary can be found in Appendix A. We have highlighted</p>	

	<p>below only specific matters pertaining to the above which we consider should be brought to your attention.</p> <p>A copy of the current asbestos management plan should be obtained from the vendor for review prior to purchase. Subject to tenancy agreements of the occupied areas, the overall duty to manage asbestos will be passed on to HBC post-acquisition. Also, prior to any works being undertaken at the property, an intrusive refurbishment and demolition survey may be required which would confirm the presence of asbestos containing materials (ACM's) to affected areas, and the extent of removal / management of identified ACM's required.</p> <p>Under the Regulatory Reform (Fire Safety) Order 2005. As the "responsible person", HBC would be obliged to carry out a fire risk assessment of the premises recommended by HM Government guidance documents, HSE and the guidance documentation issued by Fire and Rescue Services. The findings of this assessment should be followed, particularly in regard to the residential areas. Should tenants be in or take occupation of the commercial premises, then the duty for the tenanted areas may pass to them, depending on the contents of the lease agreement.</p>	
5.1.10	Lightning Conductor	
	We could not locate a lightning conductor. The requirement for a lightning conductor would be based on a risk assessment specific to the building.	
5.1.11	Mechanical & Electrical	
	<p>In accordance with our instructions, we have not appointed M&E specialists to advise on the current installation and condition of the mechanical & electrical installations.</p> <p>Incoming services for each of the retail units are located within each of the relevant premises. The meters and distribution for the residential areas were located in cupboards in common areas. The flats that were accessed were electric only. Several air conditioning units serve the commercial premises.</p> <p>The visual condition of the electrical and mechanical installations to the majority occupied areas varied but appear to be well maintained, however, the incoming mains to the vacant 2 Church Street & 43 Blackburn Road, appeared to be in very poor condition and potentially susceptible to water ingress. It is recommended that an M&E consultant is instructed to report on the whole of the buildings mechanical & electrical installations to provide an overview prior to purchase.</p>	

	There is a service lift located to the bar premises in Building C. We did not inspect or gain access to the lift, however, it will need to be inspected a sum allowed for repairs and refurbishment should it be retained for use.	
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6 BUILDING MANAGEMENT

- 6.1 Internally, the majority of the building is occupied and has been maintained to suit the use and occupation of the various areas.
- 6.2 The issues with the roofs need to be investigated and rectified as a matter of urgency. If this is not investigated further this will lead to significant damage to the building fabric and potential dry rot issues, which are significantly costly to rectify.
- 6.3 There are a number of backlog repair maintenance issues that relate to the external fabric that need to be addressed in the short term. In addition, some windows to the rear are in very poor condition and many may be beyond repair.

7 DELETERIOUS MATERIALS

- 7.1 During our inspection we did not identify any materials currently considered by the UK property industry as being deleterious (see Appendix B for a list of the main materials) at the property. However, the age of the property pre-dates the ban on the use of asbestos, therefore asbestos containing materials may be present and should be considered both prior to purchase and during future ownership. We have not undertaken any opening up works and our comments are based upon a visual inspection only.

8 MATTERS FOR YOUR SOLICITOR

- 8.1 It is recommended that your Solicitor obtains legal title to ensure legal status of the property is established and all necessary searches are completed, including permitted uses / necessary approvals for both the residential and commercial areas. Fire risk assessments for the areas under the vendors control should also be obtained.
- 8.2 Your Solicitor should confirm the lease agreements with individual tenants, especially in terms of repairing liability and the ability for the landlord to give notice to a tenant to terminate the lease, ability to enforce repairing liabilities and when the individual leases may be due to expire.
- 8.3 The extent of the boundaries to the property and rights of access should be determined, including who is responsible for the maintenance of the rear alley.
- 8.4 An Energy Performance Certificate will have been commissioned and should be obtained.

- 8.5 It is usual for a Solicitor to make enquiries to ascertain whether any deleterious materials were likely to have been used in the construction of the property. The use of asbestos in the UK was banned in 1999, therefore could be present in the subject premises.

9 CURRENT AND ANTICIPATED WORKS

- 9.1 Repainting of the shop front of 51 Blackburn Road was being undertaken at the time of inspection and some apartments in 49 Blackburn Road were stripped out in preparation for future works. No other works were being undertaken.
- 9.2 We have not viewed any potential future alterations at this stage or taken these into account for the purpose of this survey.

10 BUDGET COST OF REPAIRS IDENTIFIED

- 10.1 A breakdown of estimated budget cost liabilities, and the limitations to which they are subject, is provided in Appendix 5 of our Report. The costs are based on a forecast 10-year cycle. The summary budget costs are set out below:

Immediate	£ 40,000
Short Term (1-2 years)	£ 137,500
Medium to Long Term (3-10 years)	£ 12,500
Total	£ 190,000

- 10.2 The figures reflect the repair/replacement of building fabric and services on a like-for-like basis only. The figures do not include for the aesthetic refurbishment of any occupied or vacant floorplates.
- 10.3 The figures do not consider the recovery of costs via service charge, with further consideration of the service charge arrangements required to establish any ability for full or partial recovery. Moreover, these figures do not represent a dilapidations assessment of the tenant's obligations. The costs are exclusive of VAT, consultancy, fees, statutory fees and inflation.

11 SUMMARY & RECOMMENDATIONS

- 11.1 It is understood that the freehold interest is to be acquired.
- 11.2 Many of the issues highlighted relate to a general lack of maintenance. We would recommend that consideration is given to substantial repairs to the roofs to ensure long term performance. Walls and windows will also require quite substantial works to be undertaken. This should be negotiated as part of the acquisition. We also recommend that the further investigations and surveys mentioned in the Report are undertaken prior to purchase, as these may lead to further recommended works being identified. We recommend that all identified works are either undertaken by the Vendor prior to acquisition or the cost of the works is negotiated within the purchase price.
- 11.3 We recommend further investigations is undertaken in respect of statutory obligations / liabilities and all M&E items (including main supplies) to provide cost certainty on any repairs or ongoing management deemed necessary.

- 11.4 We also recommend that post acquisition you prepare a detailed planned maintenance schedule for at least a five-year period from purchase.
- 11.5 Subject to your acceptance of the issues raised within our Report, the anticipated future liability to you as freeholder and the outcome of your Solicitors enquiries, we see no reason from a Chartered Building Surveyors perspective why you should not proceed with your proposed acquisition.
- 11.6 We trust that this Report is satisfactory for your present requirements and if you wish to discuss this matter, please contact Nick Fenwick BSc (Hons) MRICS.



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APPENDIX 1 STATUTORY CONSIDERATIONS

Regulatory Reform (Fire Safety) Order 2005

Under the terms of the Regulatory Reform (Fire Safety) Order 2005 a Responsible Person is required to assess the fire risk and to take reasonable precautions. Typically this encompasses the preparation of a Fire Risk Assessment and the implementation of the recommendations contained therein.

Further guidance can be found at:

www.communities.gov.uk/fire/firesafety/firesafetylaw

Control of Asbestos Regulations 2012

Under the terms of these Regulations a Duty holder is required to manage asbestos in non-domestic premises. Typically, this encompasses a positive obligation to assess the likelihood of asbestos containing materials (ACMs) being present at the premises. This can be achieved either by reference to bone fide statements confirming that ACMs were not incorporated into the construction of the building, or by commissioning an asbestos survey. The results of that survey would then be interpreted, acted upon and recorded in an Asbestos Management Plan.

Further guidance can be found at:

www.hse.gov.uk/pubns/indg223.pdf

Workplace (Health, Safety and Welfare) Regulations 1992

A variety of statutory instruments and supporting legislation govern the health and safety of people in the context of the built environment.

Further guidance can be found at:

www.hse.gov.uk/pubns/indg244.pdf

Energy Act 2011

By 1 April 2018 at the latest, it will be unlawful to let a property with an EPC rating of F or G. EPC's last for a period of 10 years before re-assessment is required. The government are continually tightening the bandings for EPC's, therefore it is entirely possible that a property with an EPC rating of B in 2010 if assessed today could have a reduced rating.

Further guidance can be found at:

www.decc.gov.uk/en/content/cms/legislation/energy_act2011/energy_act2011.aspx

Equality Act 2010

Under the terms of the Equality Act 2010, employers or service providers are required to take reasonable steps to avoid discrimination. Typically this encompasses the preparation of an Access Audit specific to the requirements and nature of the service provider and/or employer, and the implementation of the recommendations.

Further guidance can be found on the Equality and Human Rights Commission web site at:

www.equalityhumanrights.com/advice-and-guidance/new-equality-act-guidance/equality-act-guidance-downloads/

Construction (Design and Management) Regulations 2015 (CDM)

Under the terms of the CDM Regulations, certain construction operations attract the requirement for the preparation of a Health and Safety File. Amongst other things this document records details of the works completed in order to assist safe and appropriate repair in the future. The Client (as defined by the CDM Regulations) is required to retain the Health and Safety File and to allow appropriate access to it.

Further details can be found at:

www.hse.gov.uk/construction/cdm/responsibilities.htm



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APPENDIX 2 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 go to 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. 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.

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 of 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.



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APPENDIX 3 ILLUSTRATIVE PHOTOGRAPHS



1 - General view



2 - General view



3 - Building A roof



4 - Building A roof



5 - Building A roof



6 - Building A roof



7 - Building A front elevation



8 - Building A front elevation



9 - Building A front elevation



10 - Building A front elevation



11 - Building A front elevation



12 - Building A front elevation



13 - Building A front elevation



14 - Building A front elevation



15 - Building A left hand elevation



16 - Building A left hand elevation



17 - Building A left hand elevation



18 - Building A left hand elevation



19 - Building A left hand elevation



20 - Building A left hand elevation



21 - Building A left hand elevation



22 - Building A left hand elevation



23 - Building A rear elevation



24 - Building A rear elevation



25 - Building A rear elevation



26 - Building A rear elevation



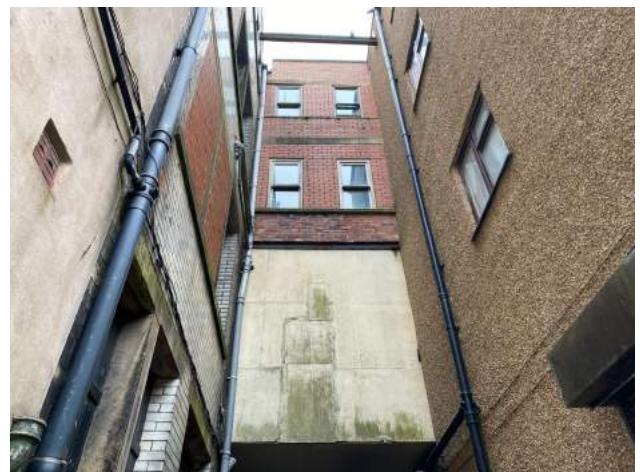
27 - Building A rear elevation



28 - Building A rear elevation



29 - Building A rear elevation



30 - Building A rear elevation



31 - Building A rear elevation



32 - Building A rear elevation



33 - Building A rear elevation



34 - Building A rear elevation



35 - Building A rear elevation



36 - Building A rear elevation



37 - Building A rear elevation



38 - Building A rear elevation



39 - Building A rear elevation



40 - Building A rear elevation



41 - Building A rear elevation



42 - Building A rear elevation



43 - Building A rear elevation



44 - Building A rear elevation



45 - Building A rear elevation



46 - Building A right hand elevation



47 - Building A right hand elevation



48 - Building A right hand elevation



49 - Building A right hand elevation



50 - Building B roof



51 - Building B roof



52 - Building B roof



53 - Building B roof



54 - Building B roof



55 - Building B roof



56 - Building B roof



57 - Building B front elevation



58 - Building B front elevation



59 - Building B front elevation



60 - Building B front elevation



61 - Building B rear elevation



62 - Building B rear elevation



63 - Building B rear elevation



64 - Building B rear elevation



65 - Building B rear elevation



66 - Building C roof



67 - Building C roof



68 - Building C roof



69 - Building C front elevation



70 - Building C front elevation



71 - Building C front elevation



72 - Building C front elevation



73 - Building C front elevation



74 - Building C right hand elevation



75 - Building C right hand elevation



76 - Building C right hand elevation



77 - Building C right hand elevation



78 - Building C right hand elevation



79 - Building C right hand elevation



80 - Building C rear elevation



81 - Building C rear elevation



82 - Building C rear elevation



83 - Building C rear elevation



84 - Building C rear elevation



85 - Rear alley



86 - Rear alley



87 - Rear alley



88 - Rear alley



89 - Rear alley



90 - Rear alley



91 - 2 Church St & 43 Blackburn Road



92 - 2 Church St & 43 Blackburn Road



93 - 2 Church St & 43 Blackburn Road



94 - 2 Church St & 43 Blackburn Road



95 - 2 Church St & 43 Blackburn Road



96 - 2 Church St & 43 Blackburn Road



97 - 2 Church St & 43 Blackburn Road



98 - 2 Church St & 43 Blackburn Road



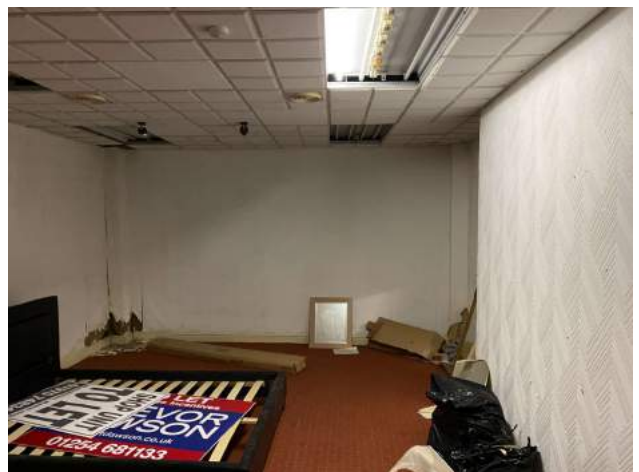
99 - 2 Church St & 43 Blackburn Road



100 - 2 Church St & 43 Blackburn Road



101 - 2 Church St & 43 Blackburn Road



102 - 2 Church St & 43 Blackburn Road



103 - 2 Church St & 43 Blackburn Road



104 - 2 Church St & 43 Blackburn Road



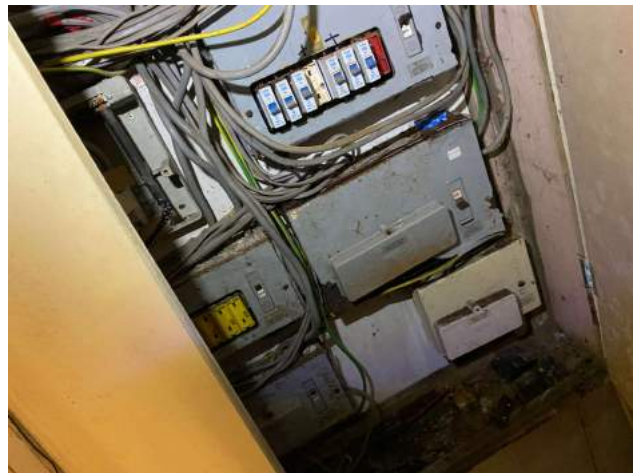
105 - 2 Church St & 43 Blackburn Road



106 - 2 Church St & 43 Blackburn Road



107 - 2 Church St & 43 Blackburn Road



108 - 2 Church St & 43 Blackburn Road



109 - 45 Blackburn Road



110 - 45 Blackburn Road



111- 45 Blackburn Road



112- 45 Blackburn Road



113 - 47 Blackburn Road



114 - 47 Blackburn Road



115 - 47 Blackburn Road



116 - 47 Blackburn Road



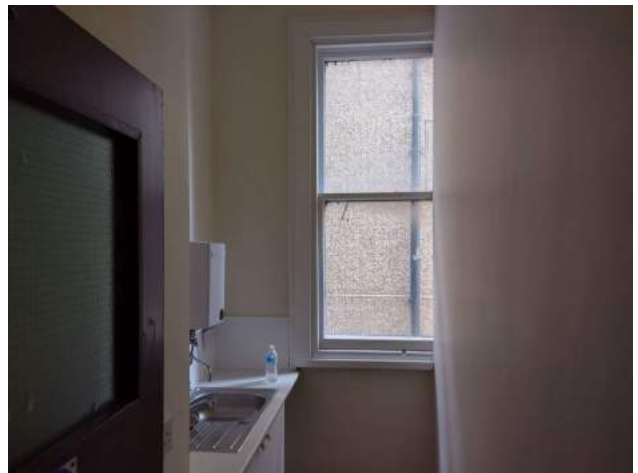
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118 - 47 Blackburn Road



119 - 47 Blackburn Road



120 - 47 Blackburn Road



121 - 47 Blackburn Road



122 - 47 Blackburn Road



123 - 47 Blackburn Road



124 - 47 Blackburn Road



125 - 47 Blackburn Road



126 - 47 Blackburn Road



127 - 47 Blackburn Road



128 - 47 Blackburn Road



129 - 47 Blackburn Road



130 - 47 Blackburn Road



131 - 47 Blackburn Road



132 - 47 Blackburn Road



133 - 49-51 Blackburn Road



134 - 49-51 Blackburn Road



135 - 49-51 Blackburn Road



136 - 53 Blackburn Road



137 - 53 Blackburn Road



138 - 55-59 Blackburn Road



139 - 55-59 Blackburn Road



140 - 55-59 Blackburn Road



141 - 55-59 Blackburn Road



142 - 55-59 Blackburn Road



143 - 55-59 Blackburn Road



144 - 55-59 Blackburn Road



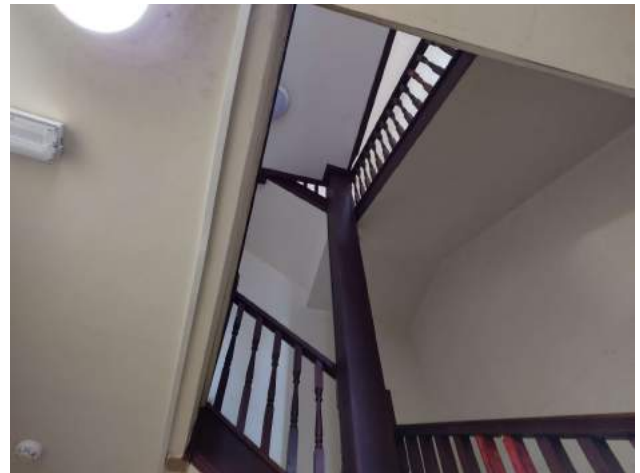
145 - 55-59 Blackburn Road



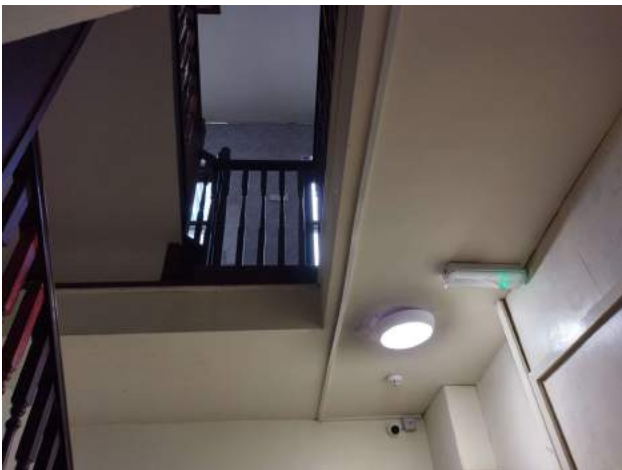
146 - 55-59 Blackburn Road



147 - Residential 2-4 Church St & 43-45



148 - Residential 2-4 Church St & 43-45



149 - Residential 2-4 Church St & 43-45



150 - Residential 2-4 Church St & 43-45



151 - Residential 2-4 Church St & 43-45



152 - Residential 2-4 Church St & 43-45



153 - Residential 2-4 Church St & 43-45



154 - Residential 2-4 Church St & 43-45



155 - Residential 2-4 Church St & 43-45



156 - Residential 2-4 Church St & 43-45



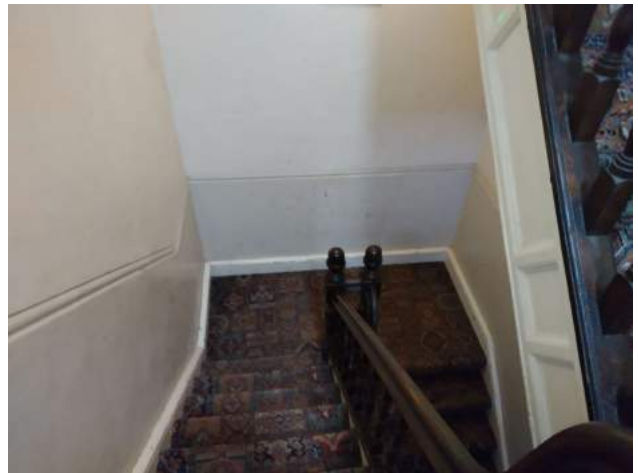
157 - Residential 49-51 Blackburn Road



158 - Residential 49-51 Blackburn Road



159 - Residential 49-51 Blackburn Road



160 - Residential 49-51 Blackburn Road



161 - Residential 49-51 Blackburn Road



162 - Residential 49-51 Blackburn Road



163 - Residential 49-51 Blackburn Road



164 - Residential 49-51 Blackburn Road



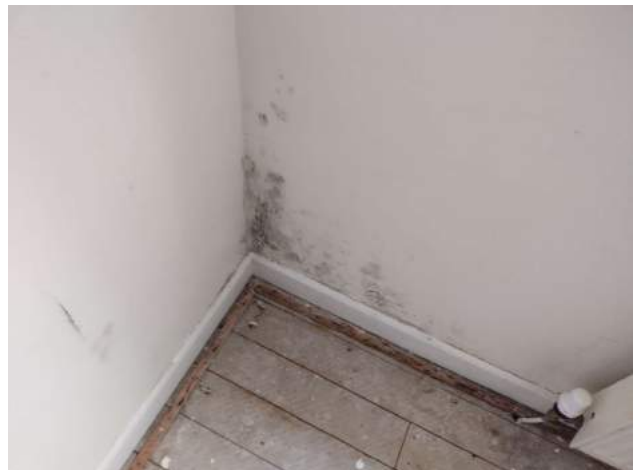
165 - Residential 49-51 Blackburn Road



166 - Residential 49-51 Blackburn Road



167 - Residential 49-51 Blackburn Road



168 - Residential 49-51 Blackburn Road



169 - Residential 49-51 Blackburn Road



170 - Residential 49-51 Blackburn Road



171 - Residential 49-51 Blackburn Road



172 - Residential 49-51 Blackburn Road



173 - Residential 49-51 Blackburn Road



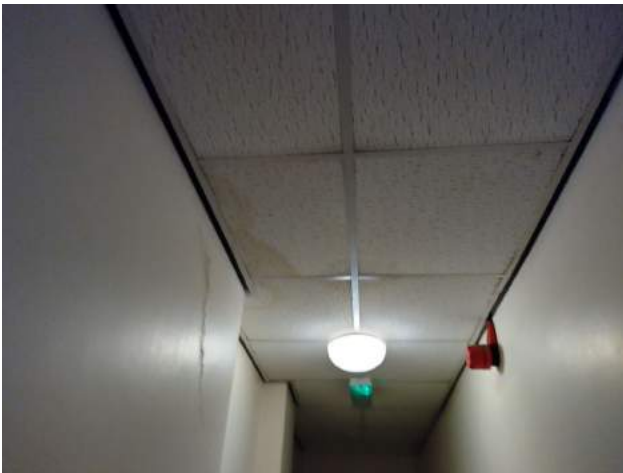
174 - Residential 49-51 Blackburn Road



175 - Residential 49-51 Blackburn Road



176 - Residential 49-51 Blackburn Road



177 - Residential 49-51 Blackburn Road



178 - Residential 49-51 Blackburn Road



179 - Residential 49-51 Blackburn Road



180 - Residential 49-51 Blackburn Road



181 - Residential 49-51 Blackburn Road



182 - Residential 49-51 Blackburn Road



183 - Residential 49-51 Blackburn Road



184 - Residential 49-51 Blackburn Road



185 - Residential 49-51 Blackburn Road



186 - Residential 49-51 Blackburn Road



187 - Residential 49-51 Blackburn Road



188 - Residential 49-51 Blackburn Road



189 - Residential 49-51 Blackburn Road



190 - Residential 49-51 Blackburn Road



191 - Residential 49-51 Blackburn Road



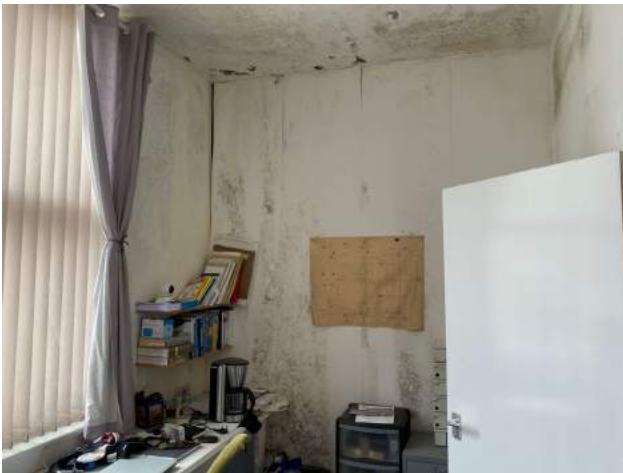
192 - Residential 49-51 Blackburn Road



193 - Residential 49-51 Blackburn Road



194 - Residential 49-51 Blackburn Road



195 - Residential 49-51 Blackburn Road



196 - Residential 49-51 Blackburn Road



197 - Residential 49-51 Blackburn Road



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APPENDIX 5 BUDGET COSTS

Item	Immediate	Short Term 1-5 Years	Medium-Long Term 5-10 Years
Urgent repairs to roofs	£5,000.00		
Roof covering replacement & repairs to rainwater goods (subject to close up inspection of pitched roofs to Building A).		£80,000.00	
Repairs to external elevations inc specialist stone repairs / brickwork repairs		£10,000.00	£5,000.00
External window repairs / redecoration	£1,500.00	£20,000.00	£2,500.00
Repairs to rainwater goods	£1,000.00	£1,000.00	
Access for above works (single project)		£10,000.00	
Repairs to External Areas		£5,000.00	£2,500.00
Drainage survey / repairs	£5,000.00	£1,500.00	£2,500.00
Floors - Isolated floor repairs (coverings not allowed for)		£5,000.00	
Internal Repairs (water ingress / isolated repairs)	£5,000.00	£5,000.00	
M&E survey	£5,000.00		
M&E making good allowance (no allowance for improvements)	£10,000.00		
Timber / damp survey	£2,500.00		
Timber repairs	TBC		
Asbestos Survey	£2,500.00		
Asbestos removal / management	TBC		
Fire Risk Assessment	£2,500.00		
Internal Compliance (Fire Doors / Compartmentation)	TBC	TBC	TBC
Total:	£40,000.00	£137,500.00	£12,500.00

The budget figures are based on estimated prices prevailing as at the current date.

- It is taken that the works will be undertaken as a single contract. If undertaken on a piecemeal basis, the costs are likely to be higher.
- No allowance has been made for the following:
 - i. Future inflation of building materials and labour prices.
 - ii. Statutory fees including Planning and Building Regulations applications that may be necessary.
 - iii. Building insurance.
 - iv. Interest on expenditure.
 - v. Any professional fees (e.g. Legal, project management etc. except where and to the extent stated).
 - vi. Contingencies.
 - vii. Preliminary Costs
 - viii. It is assumed that the works will be undertaken during normal working hours.
- Guide prices have been derived from a visual inspection and are of an indicative nature only. They are not based on any detailed measurement or specification.
- Where costs relate to an item requiring further investigation, the costs provided relate to the cost of the investigation only and not, unless specifically stated and allowed for otherwise, for works that may be recommended following investigation.



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APPENDIX 6 TERMS & CONDITIONS

MAC Standard Terms of Business

'We', 'Us', 'Our' - means M A Cost Consulting Limited.

'You', 'Your' - means Hyndburn Borough Council being the person/firm/company to whom We are to provide services in accordance with these terms.

1. Services

We will perform the services listed in Schedule 1 (the "**Services**") in accordance with your reasonable instructions from time to time.

2. Standard of Care

We warrant to You that we have exercised and will continue to exercise in the performance of the Services the reasonable skill and care expected of a consultant in each of the disciplines to which the Services relate.

3. Sub-Consulting

We may, where considered appropriate and agreed in writing by You, such agreement not to be unreasonably withheld, sub-contract the performance of some of the Services to a third party upon such terms as We consider appropriate. We shall continue to be responsible for any Services We sub-contract as if We had performed such Services ourselves. For the avoidance of doubt, We shall not be responsible for any third party arranged or appointed by You to perform any of the Services.

You acknowledge that We may rely on third party suppliers for its processing of the Personal Data, or certain aspects of such processing. By entering into this agreement, the Client is deemed to have approved the use of any third-party suppliers used by Us following confirmation on this Appointment:

- (i) We shall notify You of our intention to appoint or use a new sub-contractor (which is not one of MACs current Approved Suppliers), or to use an Approved Supplier for a materially different purpose, prior to transferring, or continuing to transfer, any Personal Data to such sub-contractor;
- (ii) You may, not later than within 10 working days of receipt of Our notice, object to such use only on reasonable grounds directly related to Your obligations under Data Protection Laws; and
- (iii) if You make an objection in accordance with the requirements outlined within these Terms and Conditions We will use reasonable efforts to make available to You (at Your cost) a reasonable alternative solution or arrangement to avoid the processing of Personal Data by the relevant sub-contractor or, if this is not reasonably feasible or if You refuse to pay for the costs of such alternative solution or arrangement, We shall be entitled to terminate this agreement with immediate effect by written notice to You.

We shall procure that any sub-contractors engaged pursuant to this document enters into a written contract with Us which contains obligations for the protection of the Personal Data which are no less onerous than those set out in this document.

4. Information Provided by You

You must supply to Us all the information in Your possession, or which is reasonably obtainable, concerning the Services, the Site and/or the construction work. You warrant that all information provided by You and/or Your professional advisors regarding the Project is accurate and factually correct and You acknowledge that We will rely upon such information.

5. Copyright

We own all the intellectual property rights (including copyright) in any documents which We produce pursuant to this appointment. The copyright in such documents shall remain vested in Us but, subject to payment of all sums due and payable under this appointment being paid to Us, We shall grant you a non-exclusive royalty-free licence to use such documents for purposes relating to the Project. We shall not be liable to You for any use of the documents for any purposes other than those for which the documents were prepared.

6. Confidentiality

Neither You nor We shall at any time disclose to any person any confidential information concerning the Project or the business, affairs, customers, clients or suppliers of the other party or any member of the group of companies to which the other party belongs, in line with the requirements set Out General Data Protection Regulations Policy except as follows:

- (i) to Your or Our respective employees, officers, representatives, contractors, sub-contractors or advisers who need to know such information for the purposes of exercising rights or obligations under or in connection with these terms, provided such employees, officers, representatives, contractors, sub-contractors or advisers shall also be required to comply with this paragraph; and
- (ii) as may be required by law, to a court of competent jurisdiction or any government or regulatory authority.

Neither You or We shall use any confidential information concerning the Project or the business, affairs, customers, clients or suppliers of the other party or any member of the group of companies to which the other party belongs for any purpose other than to exercise Your or Our rights or perform Your or Our respective obligations under or in connection with this appointment.

You and Us warrants that both parties will:

- (i) process the Personal Data in compliance with the Data Protection Laws;
- (ii) maintain such records in relation to the processing of the Personal Data as may be required under applicable Data Protection Laws, and, on request, make those records available to any supervisory authority or government authority;
- (iii) provide such information as may reasonably be required by the other party to comply with its obligations under the Data Protection Laws; and
- (iv) on request, co-operate with any supervisory authority or government authority in relation to the processing of Personal Data pursuant to this agreement.

Further information on how We manage personal and sensitive data in relation to current data protection legislation is available upon request.

7. Fee

You shall pay Us for the performance of the Services the fee as set out in Our fee proposal accompanying these terms (the “**Fee**”). Payment of the Fee shall be made in the instalments set out in Our fee proposal accompanying these terms. Where there is a change to the scope of the brief for the Services, the performance of Services are delayed or disrupted or if We are required to carry out additional services, You shall pay to Us an additional fee to be agreed between You and Us or, failing agreement, a fair and reasonable additional fee commensurate with the additional work performed.

8. Reimbursable Expenses

Subject to Your prior written agreement, the following verified expenses shall be reimbursed by You:

- (i) travel related expenses as set out in Schedule 2; and
- (ii) the cost of reproduction and printing of reports, presentation materials or other documents and courier charges.

9. Payment

We shall submit invoices to You on or after the dates set out in Our fee proposal accompanying these terms. These invoices will specify the sum We consider will become due to Us on the date you receive the invoice and the basis on which that sum is calculated. Payment shall be due on the date you receive the invoice from Us.

Within 5 days of receipt of Our invoice You will serve a written notice stating the sum you consider due to us on the date of receipt of the invoice and the basis on which that sum was calculated.

You shall pay the amounts due to Us on or before the final date for payment which shall be 30 days from receipt by you of our invoice.

If You fail to pay any amount due to Us on or before the final date for payment, You shall pay the overdue amount together with simple interest on the overdue amount from the final date for payment until the actual date of payment calculated at the rate of 8% above the base lending rate of the Bank of England calculated on a daily basis.

You may give notices of intention to pay less under Section 111(3) of the Housing Grants, Construction and Regeneration Act 1996 (as amended) not later than 7 days before the final date for payment. Such notice must specify the sum you consider to be due on the date the notice is served and the basis on which that sum is calculated.

10. Professional Indemnity Insurance

We shall maintain professional indemnity insurance with a limit of indemnity of not less than £1,000,000 (one million pounds) for any one occurrence or series of occurrences arising out of any one event (except for pollution and contamination which shall be in the aggregate) for not less than 6 years from completion of the Services, provided that such insurance is available in the market at reasonable rates and on reasonable terms.

We shall inform You if the insurance referred to above ceases to be available at reasonable rates or on reasonable terms and when reasonably requested by You, We shall provide documentary evidence that the insurance referred to above is being maintained.

11. Limitation on Liability

Without affecting any other limitation in this appointment, Our liability under or in connection with this appointment shall be limited to such liability as is covered by Our professional indemnity insurance policy terms and limited to a cap on liability of £1,000,000 (one million pounds) for any one claim or series of claims arising out of any one cause. This limit shall apply however that liability arises including a liability arising by breach of contract, arising by tort (including the tort of negligence) or arising by breach of statutory duty. Provided that this paragraph shall not exclude or limit Our liability for:

- (i) death or personal injury caused by Our negligence; or
- (ii) fraud or fraudulent misrepresentation.

Our liability to You under this appointment shall also be limited to the proportion of Your loss and damage that it would be just and equitable to require Us to pay, having regard to the extent of Our responsibility for that loss and damage, on the assumptions that all other consultants, the contractor, other specialist contractors and sub-contractors who are also liable:

- (i) have entered into an agreement with You containing terms no less onerous than these terms;
- (ii) are not party to joint insurance or co-insurance provisions with You; and
- (iii) have paid to You the proportion of Your loss and damage that it would be just and equitable to require them to pay, having regard to the extent of their responsibility for that loss and damage.

In any actions or proceedings Our liability for loss or damage under this appointment is limited to the cap on liability stated in this appointment, or where the above paragraph applies, the just and equitable proportion of Your loss and damage based on the above assumptions, whichever is the lesser sum.

12. Liability Period

You shall not commence any legal action against us under or in connection with this appointment after 6 years from completion of the Services.

13. Assignment

Neither of Us shall be entitled to assign any right under this appointment without first obtaining written consent from the other.

14. Suspension

If You fail to pay the notified sum due to us under this appointment by the final date for payment under paragraph 9 and You have not given a pay less notice in accordance with paragraph 9 We may suspend performance of any or all the Services by giving not less than 7 days' notice of such intention to suspend and stating the grounds on which it intends to suspend.

In the event of a suspension in accordance with this paragraph You shall pay Us a reasonable amount in respect of costs and expenses reasonably incurred by us as a result of any exercise of Our right to suspend under this paragraph, any adjustment to the Fee due under paragraph 7 and, where applicable, all reasonable costs and expenses properly incurred by us in resuming the performance of the Services.

Our right to suspend performance shall cease when you pay the amount properly due and upon such payment We shall recommence performance of Our obligations under this appointment. Any period during which performance is validly suspended pursuant to this paragraph together with any delay caused as a direct consequence of the suspension shall be disregarded in computing the time taken by Us to complete any of the Services affected by the suspension.

If following a suspension performance of the Services is not required to be resumed within 6 calendar months from the date of the suspension, You or We may terminate this appointment by giving the other party written notice of such termination.

15. Termination

You may terminate our engagement under this appointment by giving Us 14 days written notice of such intention to do so.

We may terminate our engagement under this appointment by giving You written notice of such intention to terminate with immediate effect if:

- (i) you are in breach of Your obligations under this appointment and fail to remedy such breach within 14 days of written notice from Us specifying the breach and requiring its remedy; or
- (ii) if We are prevented or impeded from performing the Services within a reasonable time period for reasons beyond our control.

Upon any such suspension or termination by either of You or Us, You shall pay any amounts which have accrued due under the terms of this appointment prior to the date of such suspension or termination.

16. Previous Agreements

The terms of this appointment supersede any previous agreements or arrangements between Us in respect of the Services.

17. Contracts (Rights of Third Parties) Act 1999

Notwithstanding any other provision in this appointment, nothing in this appointment is intended to confer on any person any right to enforce any or the provisions of this appointment which such person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

18. Disputes

If You have a complaint in respect of our performance of the Services, You shall be entitled to a copy of Our complaints handling procedure upon request. You and We both agree to try to resolve any complaint or dispute by escalating it through our respective management structures prior to referring it to any dispute resolution procedure.

Any dispute or difference between You and Us may be referred to adjudication under the Scheme for Construction Contracts 1998 SI No. 649 (as amended). The adjudicator shall be the individual appointed by the Technology and Construction Solicitor's Association ("TeCSA").

You will be advised by Us promptly following receipt of complaints or the identification of breaches with regards to the Security of Your personal information in writing.

19. Governing Law

This appointment shall be governed by and construed in accordance with English law. You and We both irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this appointment or its subject matter or formation.

20. Personal Information

All personal information that We may collect for purposes of supporting our contract (including, but not limited to, your name, address and telephone number) will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and your rights under that Act as well as the General Data Protection Regulation (GDPR) which is in force from 25 May 2018 and their subsequent updates.

We may use your personal information to:

- (i) Provide Services as outlined in Schedule 1;
- (ii) Process your payment; and

- (iii) Inform you of new services available from Us (if you opt or have previously opted, to receive it). You may change your preferences - please advise Us directly.

We will not pass on your personal information to any third parties, without obtaining your express permission and providing details of how this information will be processed.

21. Building Consultancy Services

We 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 be provided on the basis that:

- i) We reserve the right to carry out instructions in accordance with such procedures, principles or methodologies as We deem to be appropriate. Where appropriate, We shall comply with the relevant Practice Statements and Guidance Notes published by the RICS.
- ii) We will first inspect all documents provided by You that are relevant to the instruction. Late disclosure of documents may have cost implications in respect of our fees and acting on our advice. Any inspection will be limited to the premises shown on the documents provided. Where plans are not available, We will make assumptions as to the extent of the Property.
- iii) Unless otherwise stated the fee quoted is based on a single visit to the Property. If, due to matters outside Our control, We make a second or subsequent visit to site due to full access not being available as informed, We reserve the right to charge additional fees for abortive time.
- iv) Where the Service requires it, We shall carry out a visual inspection of all accessible internal and external parts of the Property available at the time of the inspection and that can be seen without damaging the property, its decorations or contents. We shall not be obliged and shall not unless otherwise agreed carry out any inspection of parts of the Property that require opening up or invasive investigations or of concealed or inaccessible areas. We shall not be under any duty to identify or deal with any concealed defects or generally any closed up areas or spaces. 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 on such parts of the Property. No voids or other concealed spaces will be inspected.
- v) We 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 You instruct Us and We agree to hire specialist access equipment at Your expense. On the rare occasion where high level (roof) access is required this is to be agreed prior to Our inspection. Contractors engaged to provide services such as provision of a cherry picker can be instructed by Us on Your behalf but the payment of a contractor's invoice will be Your sole responsibility.
- vi) You shall indemnify Us in the event that We 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 We 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 Your Property or any third party or third party's property other

than those arising by virtue of the negligent or wilful default of Us or Our employees or agents and You shall specifically indemnify Us against the cost of any remedial or reinstatement works required following the carrying out of such investigations.

- vii) We 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 Us about any such areas must not be relied on by You without specialist survey.
- viii) We will not inspect mechanical, electrical or other service installations. We may make general comment on these items from a visual perspective, but no specialist examination or testing as part of Our Services. These tests and reports can be instructed by Us on Your behalf but the payment of a contractors or consultant's invoice will be Your sole responsibility.
- ix) 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 Us. Unless specifically instructed We will not carry out or arrange for the carrying out, of any sampling or testing.
- x) You acknowledge that all risks and liabilities relating to toxic mould and asbestos, howsoever arising, remain with You and You shall take such steps as it deems necessary to insure against or otherwise address such risks and liabilities.
- xi) The Services shall be limited to matters upon which it is suitable and usual for a Chartered Building Surveyor to advise and unless You specifically instruct and We accept such instruction in writing, We will not undertake any detailed engineering, service installations, plant and machinery or structural inspections or reports regarding the Property.
- xii) We shall not be obliged and will not carry out any assessment or advice in respect of environmental or contamination issues relating to the Property. In all cases a specialist shall be instructed directly by You to this purpose. We will not be liable for cost liabilities arising from any environmental consequences, contamination or pollution and We recommend that You consult Your Insurers in respect of any specialist cover required.
- xiii) Our Reports, Schedules and other such documents will be prepared with due regard to Your interest in the Property, as far as this has been communicated, and with due regard to all other information We are provided with relating to the Property. Our Reports, Schedules and other such documents are based on the documents and information provided by You. If further documents or information become available after we have prepared Our Reports, Schedules and other such documents, this could affect the conclusions reached in Our Reports, Schedules and other such documents and we reserve the right to charge additional fees if the Reports, Schedules and other such documents have to be adjusted as a result.
- xiv) Our Reports, Schedules and other such documents will be prepared in electronic formats where possible. Unless agreed with You, Our fee includes for the provision of a single paper copy and this will be submitted to You on request. All additional paper copies will incur an additional charge.
- xv) We shall not be obliged to provide estimates for any likely cost of works or quantities or other such specialist advice unless You instruct and We agree in writing to perform such services. Where cost of works figures are provided, these are subject to Our limitations upon budget estimates as follows:-

- All estimates are current prices on a Day One basis and no adjustments will 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 additional charges likely to be incurred e.g. security.
 - No costs have been included regarding above and below ground drainage or other mechanical or electrical services within the building (such as heating, ventilation, mechanical and electrical, plant and equipment).
 - No costs have been included regarding the discovery, removal or consequent delays to of works in connection with asbestos or other deleterious materials.
- xvi) We 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 You instruct Us to do so and We agree in writing to perform such services.
- xvii) We 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. We will not investigate the telecommunications or IT infrastructure to and within the Property.
- xviii) Estimates of times for performance of all or any part of the Service have been made upon the basis of information available to Us at the time and are approximate only so that We shall not be bound by any such estimates.
- xix) We may, if We consider it appropriate, secure performance of any or all Services by instructing one or more other persons (whether as subcontractor or in any other capacity) upon such terms as We consider appropriate. In circumstances where We secure the performance of another person, no additional fee shall be payable by You in the absence of prior agreement to such additional fee but You shall be liable to pay all fees and other sums payable to Us as if all Services had been performed by Us.
- xx) You shall provide Us (or ensure that We are provided) with details of any other consultants or contractors appointed or to be appointed by You relevant to the Service and shall provide Us with details and shall facilitate access to the Property and You shall be liable to pay Us for any abortive time incurred in travelling, waiting or otherwise in connection with access and inspection arrangements.
- xxi) We will not carry out or arrange for the carrying out, of any examination or assessment in respect of legislation or law associated with Employment, Equality, Health and Safety, Fire Precautions and Means of Escape or Structural Integrity and any other legislation or law

outside the scope of the Your instruction. We may comment on some of these elements but cannot be an expert in every area or be held liable for any omission.

- xxii) 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 Your sole responsibility.
- xxiii) We will not carry out nor arrange for any examination or assessment of legal documents. We advise that your Solicitors deal with such matters. Where relevant, We may comment on some legal matters but cannot be an expert in every area or be held liable for any omission.
- xxiv) Any advice, approval or representation made by Us or any person on behalf of Us regarding the legal meaning or effect of any lease or contract shall not be relied on by You and such advice shall be limited to matters upon which it is suitable for a Chartered Building Surveyor to advise and shall not constitute advice regarding legal interpretation or drafting issues. Unless otherwise agreed in writing between You and Us, We shall not be obliged to advise upon the interpretation or drafting of any draft agreements, leases or other legal or technical documents.
- xxv) We 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 Us otherwise, any form of certification or approval of works.
- xxvi) 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.
- xxvii) All additional consultants, contractors and other professionals required during the course of the Service will be instructed by Us, with prior agreement, on Your behalf and You who will remain responsible for the direct payment of their fees, costs and expenses.
- xxviii) We 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 Your sole responsibility, and We may rely on any such information provided by You or Your advisors without further enquiry. If We shall make oral or other enquiries regarding the Property to third parties, the results of such enquiries shall not be relied on by You.
- xxix) Subject to agreement of the terms of any subsequent instruction, We 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.
- xxx) You shall remain responsible for the insurance of the Property and for notifying Your insurers should the Property become vacant. We 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 Us or Our employees or agents, for any other like matter or loss however caused. If the keys for the Property are held by Us then You shall be deemed to have given authority to Us to supply keys to any persons who wish to inspect the Property or carry out works or inspections at the Property and We shall accept no responsibility for the action of such persons. You shall effect and maintain full insurance cover against any claim that may be made by Us or any representative or employee of Us 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.

- xxxi) Whilst We shall endeavour to treat all information which is relevant to Your instruction as confidential, We may at Our sole discretion provide any information to other professionals or third parties associated with this instruction and, in any event, We may be required to provide such information to a court, tribunal or the other party in any proceedings.
- xxxii) We shall not be under any duty to carry out conflict checks in relation to any third party (such as related companies) other than You or any other relevant party notified in writing by You to Us.

You warrant, represent and undertake to Us that (save as specifically notified to Us by You in writing) the following applies throughout the Service:

- (a) We shall be entitled to rely upon information and documents provided by or on behalf of You including those relating to matters such as Health & Safety, the Asbestos Register 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 Your knowledge, information and belief, accurate and not misleading (either on their face or by inference or omission).
- (b) You shall advise Us and shall instruct any advisor to inform Us in the event that You and/or any advisor receives notice or becomes in any other way aware that any information given to Us is or may be misleading or inaccurate.
- (c) You shall provide legible true copies of any relevant documents reasonably required by Us to complete the Service, including all/any court orders and directions where We are appointed as expert witness.
- (d) You shall make arrangements for the inspection of or attendance at the Property by Us on reasonable notice in order to carry out the Service.
- (e) You shall provide all facts known to You which ought to be brought to the attention of Us to enable it to ensure that access to or inspection of the Property by any person is safe and without risks to health.
- (f) We shall not take account of any item in the nature of the tenant's fixtures and fittings, improvements, plant equipment, and machinery and We 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.
- (g) The Property has the benefit of full planning consent or established use rights and building regulations and other statutory, regulatory or contractual approvals.

- (h) The Property complies with all relevant statutory requirements including all relevant fire safety legislation.
- (i) The Property is not contaminated or potentially contaminated. Unless specifically instructed, We 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.