




Photo No	Photograph Description	Photograph
34.	Deking and slabs laid directly onto roof covering.	 A photograph showing a narrow section of a roof. On the left is a vertical wooden wall. The roof surface consists of several parallel wooden planks (deking) laid over a dark, textured roof covering. Two concrete slabs are laid directly on top of the wooden planks. A blue plastic cup and some white paper are scattered on the roof surface.
35.	Paving slabs laid directly onto roof covering.	 A photograph of a roof area showing several concrete paving slabs. The slabs are laid directly on a dark, textured roof covering. The area is cluttered with various pieces of debris, including white plastic bags, a wooden plank, and other unidentifiable trash. A red object is visible in the lower right corner.
36.	Smashed window to north west elevation.	 A photograph of the exterior of a building. The building has white vertical corrugated metal siding and a dark brown roof. A window is visible, with a white frame and a white sill. The window glass is shattered and broken, with some glass shards still in the frame. The building is situated outdoors, with some greenery visible in the background.





Photo No	Photograph Description	Photograph
37.	Example of rippling to roof covering.	
38.	Crazing to roof covering.	
39.	Upstand detail allowing water to enter the property.	
40.	Roof to detached single-story unit.	
	Internal Photos	




Photo No	Photograph Description	Photograph
41.	WC to detached single-story unit.	
42.	Impact damage to internal wall of detached single-story unit.	
43.	Living room to stewards flat.	





Photo No	Photograph Description	Photograph
44.	Kitchen within stewards flat.	 A photograph of a kitchen area. The walls are painted a light color, and the backsplash is a black and white checkered pattern. There is a window with a wooden frame and a red blind. The kitchen counter is white, and there are white cabinets. A sink is visible in the foreground.
45.	Kitchen within stewards flat.	 A photograph of a kitchen area, showing a different angle. A white sink is visible on the counter. There is a window with a wooden frame and a red blind. The backsplash is a black and white checkered pattern. A white cabinet is visible in the foreground.
46.	Bedroom within stewards flat.	 A photograph of a bedroom area. A bed with a brown coverlet is visible. There is a window with a white frame. The room appears to be in a state of disrepair, with some debris on the floor.
47.	Bathroom within stewards flat.	 A photograph of a bathroom area. A white toilet with a green seat is visible. There is a window with a white frame. The walls are painted a light color, and the floor is tiled. There is some debris on the floor.





Photo No	Photograph Description	Photograph
48.	Boarded windows to balcony area.	
49.	Balcony area within the main hall.	
50.	Kitchen to the first floor within the main hall.	
51.	Main hall.	




Photo No	Photograph Description	Photograph
52.	Gas canisters within Main hall.	 A photograph showing several tall, silver gas canisters lined up against a wall in a room. There are blue curtains on a window in the background and a fire exit sign above the door.
53.	Bar area.	 A photograph of a bar area with a wooden counter, various bottles, and a white chair. The ceiling has exposed pipes and the walls are light-colored.
54.	Access to plant room.	 A photograph showing a cluttered area with a wooden door, a metal ladder, and various debris, likely providing access to a plant room.




Photo No	Photograph Description	Photograph
55.	Concrete floor with asbestos floor tiles.	 A photograph showing a concrete floor with several dark, square asbestos floor tiles. A wooden plank is lying on the floor, and a doorway is visible in the background.
56.	Internal crack to internal wall of small corner room to the right of the stage.	 A photograph of a yellow-painted wall in a small corner room. A prominent vertical crack runs down the wall. A white pipe and a white container are visible on the left side of the wall.
57.	Urinals striped from walls.	 A photograph showing a row of urinals mounted on a wall. The urinals have been removed, leaving wooden strips and pipes protruding from the wall.




Photo No	Photograph Description	Photograph
58.	Panelling removed from WC.	 A photograph of a white toilet in a bathroom. The wall behind the toilet is partially missing, showing wooden framing and some debris. A white door is visible on the left side of the frame.
59.	Smashed sinks and damaged vanity unit.	 A photograph of a light-colored vanity unit in a bathroom. The unit is heavily damaged, with two sinks that appear to be smashed or broken. Debris is scattered on the tiled floor. A red-handled tool is visible on the floor near the vanity.
60.	Smashed glazing.	 A photograph of a rectangular window or glazing unit that has been smashed. The glass is broken and the interior is visible. A red-handled tool is lying on the floor in front of the window. A yellow 'CAUTION!' sign is visible in the bottom right corner of the photo.




Photo No	Photograph Description	Photograph
61.	Damage to push bar of fire exit door set.	
62.	Damage within office.	
63.	Damage to door of office.	




Photo No	Photograph Description	Photograph
64.	Example of staining to carpets.	
65.	Saturated walls due to poor flashing detail on the roof.	
66.	Mould growth due to water ingress linked to poor flashing detail on the roof.	






Photo No	Photograph Description	Photograph
67.	Collapsed ceiling tiles within Bar/lounge.	
68.	Ceiling within the main entrance corridor.	
69.	Debris to ground floor room below stewards flat.	
70.	Water damage to ceiling below steward's bathroom.	

Photo No	Photograph Description	Photograph
71.	Front entrance. Lobby.	

Appendix C

Terms of Appointment

Standard Terms of Appointment and Supplementary Terms of Appointment and Scope of Services for Building Surveys

PARTIES

- (1) Avison Young (UK) Limited incorporated and registered in England and Wales with company number 6382509 whose registered office is at 3 Brindleyplace, Birmingham, B1 2JB, United Kingdom (**Avison Young**).
- (2) The Client named in the Letter of Appointment (**Client**)

1. Interpretation

The following definitions and rules of interpretation apply in this appointment:

Additional Services: any additional services which Avison Young agrees to provide in accordance with clause 6.

Fee: the fees for the Services and any Additional Services (if any) as set out in the Letter of Appointment.

Force Majeure Event: means any circumstance not within a party's reasonable control including, without limitation: acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; collapse of buildings, fire, explosion or accident; any labour or trade dispute, strikes, industrial action or lockouts; any interruption or failure of utility service

Insolvent: a party is insolvent if: a party is making a voluntary arrangement with its creditors, entering administration or going into liquidation; or a security holder taking possession, or a receiver or an administrative receiver being appointed over all or any part of the property or the assets of the party; or any other similar or analogous event in another jurisdiction.

Letter of Appointment: the letter by Avison Young which sets out the details of the Client, the Services, and the Fee together with other details relating to the Services.

Material: all designs, drawings, models, plans, specifications, design details, photographs, brochures, reports, notes of meetings, CAD materials, calculations, data, databases, schedules, programmes, bills of quantities, budgets and any other materials provided in connection with the Services and all updates, amendments, additions and revisions to them and any works, designs, or inventions incorporated or referred to in them for any purpose relating to the Services.

Services: the Services set out in the Letter of Appointment and the Additional Services (if any).

VAT: value added tax imposed by the Value Added Tax Act 1994, or any similar tax in addition to or replacing it from time to time.

2. Appointment

- 2.1. The Client appoints Avison Young to carry out the Services, subject to the terms of this appointment.
- 2.2. This appointment takes effect from the date when Avison Young begins performing the Services, regardless of the date of this appointment.
- 2.3. This appointment consists of these Avison Young Terms of Appointment and the Letter of Appointment.
- 2.4. Avison Young shall deem the Client to have accepted these Avison Young Terms of Appointment and the details set out in the Letter of Appointment within 30 days of their issue unless the Client has notified Avison Young otherwise in writing.

3. Consultant's Obligations

- 3.1. Avison Young warrants and undertakes that it shall comply with the terms of this appointment.
- 3.2. Avison Young warrants and undertakes that it shall act with reasonable skill and care:
 - 3.2.1. when performing the Services;
 - 3.2.2. to comply with any Act of Parliament, any instrument, rule or order made under any Act of Parliament; and any regulation or bye-law of any local authority, statutory undertaker or public or private utility or undertaking that has any jurisdiction over the Services or with whose systems or property the Services is or will be connected.

Standard Terms of Appointment and Supplementary Terms of Appointment and Scope of Services for Building Surveys

4. Client's Obligations

- 4.1. The Client undertakes promptly to provide Avison Young with all information, assistance and materials that Avison Young may request from time to time to facilitate the proper and timely performance of the Services. The Client warrants that all information provided by it to Avison Young will be accurate and complete, and that it is entitled to provide the same to Avison Young for its use without recourse to any third party.
- 4.2. The Client undertakes promptly to carry out all such actions and provide all such resources (if any) as may be required of the Client in the Letter of Appointment.
- 4.3. The Services will be provided at Avison Young's premises when the nature of the work permits. If any of Avison Young's personnel are to perform any Services at the Client's premises, the Client shall ensure that such personnel are allowed access to such premises upon reasonable prior notice during normal business hours and shall take full responsibility for the safety and security of Avison Young's personnel whilst at such premises.
- 4.4. The CDM Regulations 2015 apply to all construction projects including maintenance, small-scale building work or other minor works, including any preparatory or design work in relation to such projects. If the CDM Regulations 2015 are noted as applying to the project connected to the Services the Client will need to comply with the CDM Regulations 2015 and accordingly we recommend you consult the Health & Safety Executive website in the first instance for the most up to date information.

5. Remuneration

- 5.1. The payment terms set out in clauses 5.2 to 5.7 shall apply to all Services not covered under the Housing Grants, Construction and Regeneration Act 1996. The payments terms set out in clauses 5.8 to 5.14 apply to Services which are covered under the Housing Grants, Construction and Regeneration Act 1996.
- 5.2. The Client shall pay the Fee, together with any reasonable expenses and disbursements, which shall be Avison Young's entire remuneration under this appointment.

- 5.3. The Client shall pay Avison Young any VAT properly chargeable on the Services. Any amount expressed as payable to Avison Young under this appointment is exclusive of VAT unless stated otherwise.
- 5.4. The Fee shall be calculated and paid in instalments in accordance with the dates set out in the Letter of Appointment or if not set out, the Fee shall be paid at intervals of not less than one month, beginning one month after Avison Young begins performing the Services. To the extent that the Fee is not set out in the Letter of Appointment, Avison Young will be entitled to charge a Fee based on its current hourly rates (which are available on request), and on the number of hours it has worked on the matter.
- 5.5. Avison Young shall submit to the Client an invoice for each instalment of Fee, together with any supporting documents that are reasonably necessary to check the invoice. The invoice and supporting documents (if any) shall specify the sum that Avison Young considers will become due on the relevant instalment date.
- 5.6. Payment shall be made within 30 days of the date of the Invoice.
- 5.7. Avison Young reserves the right to charge interest and debt recovery costs in respect of any amounts not paid in accordance with clause 5.6. Interest will be calculated in accordance with the "Late Payment of Commercial Debts (Interest) Act 1998".
- 5.8. Avison Young shall submit to the Client an invoice for each instalment of Fee, together with any supporting documents that are reasonably necessary to check the invoice. The invoice and supporting documents (if any) shall specify the sum that Avison Young considers will become due on the payment due date in respect of the instalment of the Fee, and the basis on which that sum is calculated.
- 5.9. Payment shall be due on the date the Client receives each invoice (payment due date).
- 5.10. No later than five days after payment becomes due, the Client shall notify Avison Young of the sum that the Client considers to have been due at the payment due date in respect of the payment and the basis on which that sum is calculated.
- 5.11. The final date for payment shall be 30 days after the payment due date.

Standard Terms of Appointment and Supplementary Terms of Appointment and Scope of Services for Building Surveys

- 5.12. Unless the Client has served a notice under clause 5.13, it shall pay Avison Young the sum referred to in the Client's notice under clause 5.10 (or, if the Client has not served notice under clause 5.10, the sum referred to in the invoice referred to in clause 5.8) (the notified sum) on or before the final date for payment of each invoice.
- 5.13. Not less than five days before the final date for payment (the prescribed period), the Client may give Avison Young notice that it intends to pay less than the notified sum (a pay less notice). Any pay less notice shall specify:
- 5.13.1. the sum that the payer considers to be due on the date the notice is served; and
- 5.13.2. the basis on which that sum is calculated.
- 5.14. If the Client fails to pay an amount due to Avison Young by the final date for payment and fails to give a pay less notice, then the Client shall pay interest calculated in accordance with the "Late Payment of Commercial Debts (Interest) Act 1998".

6. Additional Services

- 6.1. Each party shall notify the other as soon as reasonably practicable if it becomes apparent that Additional Services are likely to be required, and such notice will identify the required services.
- 6.2. Additional Services may arise as a result of the following:
- 6.2.1. a change in the scope, size, complexity or duration of the Services;
- 6.2.2. any other changes to the Services as set out in the appointment;
- 6.2.3. any material delay or disruption to the Services; or
- 6.2.4. any other cause outside Avison Young's reasonable control and which it could not reasonably have foreseen at the date of this appointment.
- 6.3. If the Client provides a notice under clause 6.1, then as soon as reasonably practicable after receiving the notice, Avison Young shall provide the Client with a written estimate of the change to the Fee in respect of the Additional Services.

If Avison Young provides a notice under clause 6.1, Avison Young shall provide the Client with a written estimate of the change to the Fee in respect of the Additional Services at the same time it provides the notice.

- 6.4. The Fee for the Additional Services shall be calculated by agreement between the parties.
- 6.5. At the Client's discretion, acting reasonably, it may instruct Avison Young to carry out the Additional Services. For the avoidance of doubt, Avison Young shall only perform Additional Services on receipt of a written instruction to do so by the Client.
- 6.6. Any Fee payable by the Client in respect of Additional Services shall be included in the next invoice following performance of the Additional Services.
- 7. Limitation of liability – PLEASE READ THIS SECTION CAREFULLY**
- 7.1. Without affecting any other limitation in this appointment, Avison Young's liability under or in connection with this appointment shall be limited to £5,000,000 in total for all claims arising. 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. Nothing in this appointment shall exclude or limit Avison Young's liability for:
- 7.1.1. death or personal injury caused by Avison Young's negligence; or
- 7.1.2. fraud or fraudulent misrepresentation.
- 7.2. None of Avison Young's employees, directors or consultants individually has a contract with the Client or owes the Client a duty of care or personal responsibility. The Client agrees that it will not bring any claim against any such individuals personally in connection with the Services.
- 7.3. If the Client suffers loss as a result of Avison Young's breach of contract or negligence, Avison Young's liability shall be limited to a just and equitable proportion of the Client's loss having regard to the extent of responsibility of any other party. Avison Young's liability shall not increase by reason of a shortfall in recovery from any other party, whether that shortfall arises from an agreement between the Client and them, difficulty in enforcement, or any other cause.

Standard Terms of Appointment and Supplementary Terms of Appointment and Scope of Services for Building Surveys

- 7.4. Avison Young shall have no liability to the Client under this appointment in respect of loss of profits, loss of revenue or business, loss of goodwill or reputation or any other indirect or consequential losses.
- 7.5. The Services and any Material produced in connection with the Services are provided for the Client's benefit alone and solely for the purposes of the instruction to which it relates. The Services or any Material may not, without Avison Young's written consent, be used or relied upon by any third party, even if that party pays all or part of Avison Young's Fees, or is permitted to see a copy of the Materials Avison Young create. If Avison Young provides written consent for a third party to rely on the Services or the Materials, it may be subject to a further fee, and any such third party will be deemed to have accepted the terms and conditions set out in this appointment.
- 7.6. Avison Young shall not be liable for any loss or damage suffered or incurred by the Client arising from Avison Young's delay in performing or failure to perform the Services and/or any of its obligations under this appointment where such delay or failure results from a Force Majeure Event.

8. Suspension

- 8.1. The Client may, at any time, suspend performance of all or part of the Services by giving written notice to Avison Young. Subject to clause 9.1, Avison Young shall resume performance of the Services as soon as reasonably practicable after receiving a written notice to do so from the Client.
- 8.2. Avison Young may suspend the performance of any or all of its Services and other obligations under this appointment by giving not less than seven days' notice to the Client of its intention to do so in the event that the Client fails to pay an invoice in accordance with the relevant payment provisions set out in clause 5.
- 8.3. In the event of a suspension in accordance with this appointment, the Client shall pay Avison Young a reasonable amount in respect of any costs and expenses reasonably incurred by Avison Young as a result of such suspension.

9. Termination

- 9.1. Avison Young may immediately terminate its engagement under this appointment by giving written notice to the Client if:
- 9.1.1. a suspension of the Services in accordance with clause 8.1 continues for a continuous period of six months; and
- 9.1.2. the Client does not instruct Avison Young to resume the Services within 30 days of receiving a written notice from Avison Young requiring it to do so.
- 9.2. Either party may immediately terminate this appointment by giving written notice to the other party if:
- 9.2.1. the other party is in material breach of its obligations under this appointment and fails to remedy that breach within 14 days of receiving written notice requiring it to do so; or
- 9.2.2. the other party becomes Insolvent; or
- 9.2.3. a Force Majeure Event continues for a period of more than 30 days.
- 9.3. Either party may terminate this appointment at any time for any reason by giving no less than 30 days written notice to the other party

10. Consequences of Termination

- 10.1. On termination the Client shall immediately pay Avison Young:
- 10.1.1. any amount properly due for payment under this appointment at the date of termination; and
- 10.1.2. a fair and reasonable proportion of the next instalment of the Fee, together with any expenses and disbursements, commensurate with the Services properly performed at the date of termination; and
- 10.1.3. any expenses, disbursements or costs necessarily incurred by Avison Young as a direct result of termination (unless the termination arises as a result of Avison Young's default).
- 10.2. Termination of Avison Young's engagement under this appointment shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this appointment which existed at or before the date of termination.

Standard Terms of Appointment and Supplementary Terms of Appointment and Scope of Services for Building Surveys

11. Copyright and Intellectual Property

- 11.1. Avison Young owns all intellectual property rights (including copyright) relating to the Material it produces.
- 11.2. On payment of the Fee, Avison Young grants to the Client an irrevocable, non-exclusive, non-terminable, royalty-free licence to copy and make full use of any Material prepared by, or on behalf of, Avison Young for any purpose relating to the project or the property to which the Services relate.
- 11.3. Avison Young shall not be liable for use of the Material for any purpose other than that for which it was prepared and/or provided.
- 11.4. The Client may, at any time (whether before or after completion of the Services, or after termination of Avison Young's engagement under this appointment), request a copy or copies of (some or all of) the Material from Avison Young. On the Client's payment of Avison Young's reasonable charges for providing the copy (or copies), Avison Young shall provide the copy (or copies) to the Client.

12. Confidentiality

- 12.1. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 12.2.
- 12.2. Each party may disclose the other party's confidential information:
 - 12.2.1. to its employees, officers, representatives, contractors, sub-contractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out the party's obligations under or in connection with this appointment. Each party shall ensure that its employees, officers, representatives, contractors, sub-contractors or advisers to whom it discloses the other party's confidential information comply with this clause 12; and
 - 12.2.2. as may be required by law, to a court of competent jurisdiction or any governmental or regulatory authority.

- 12.3. No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this appointment.

13. Anti-Money Laundering

- 13.1. Avison Young operate an anti-money laundering policy in compliance with the Money Laundering Regulations 2007 and the Money Laundering Regulations 2017, The Proceeds of Crime Act 2002, The Terrorism Act 2000 and subordinate legislation. Avison Young may require the Client to provide information (including proof of identity or income) from time to time to enable Avison Young to verify the Client's identity. For the avoidance of doubt this may require Avison Young to request and retain information relating to the directors and the "beneficial owners" of the Client, as is required under the legislation.
- 13.2. Any failure to provide such information within 7 days of such a request shall give Avison Young the right to terminate this appointment in accordance with Clause 9.2.1 of this appointment.

14. Bribery Act

- 14.1. In order to comply with the Bribery Act 2010, either party must inform the other if it becomes aware of any person (employee, agent, intermediary, contractor, private individual, commercial organisation or public official) connected (in any way) with this Appointment having committed an offence under the Bribery Act 2010 (or any equivalent legislation).
- 14.2. Avison Young reserves the right to terminate this appointment in accordance with Clause 9.2.1 should it reasonably believe that a breach or likely breach of the Bribery Act 2010 (or any equivalent legislation) has occurred.

15. Data Protection

As a result of Avison Young's relationship with the Client, Avison Young may collect or retain personal data about the Client. If the Client is a company, this may include information about the Client's employees, officers, or shareholders. If the Client is a person, this may include information about the Client's family members.

Standard Terms of Appointment and Supplementary Terms of Appointment and Scope of Services for Building Surveys

Avison Young will only use such data for the purposes of providing the Services, or for related purposes such as updating Client records, money laundering compliance and other legal and regulatory compliance, and we may need to disclose this information to appropriate persons in relation to such matters. In providing any personal data to Avison Young, the Client confirms that the Client has informed the individuals concerned and obtained any necessary consent to the transfer to Avison Young and for Avison Young's use of their data for these purposes.

16. Professional Indemnity Insurance

- 16.1. Avison Young shall maintain professional indemnity insurance to cover its liabilities arising out of this appointment for a period beginning on the date of this appointment and ending 6 years after the date of completion of the Services provided that such insurance is available at commercially reasonable rates and terms with reputable insurers lawfully carrying on insurance business in the UK.
- 16.2. Whenever the Client reasonably requests, Avison Young shall send the Client a broker letter/certificate to evidence that Avison Young's professional indemnity insurance is in force.

17. Complaints

In the event that the Client has a complaint the Client shall be entitled to have access to the complaints handling procedure maintained by Avison Young which contains a dispute resolution process as required by the Royal Institution of Chartered Surveyors (RICS) rules of conduct (details of which are available on request from Avison Young on request).

18. Unoccupied Premises or Properties

Avison Young accepts no liability or responsibility for the security, maintenance or repair of, or for any damage to any premises or properties to which the Services relate. The Client shall take all necessary action to protect such premises or property and to ensure that they have adequate insurance cover in place.

19. Joint and Several Liability

If at any time the Client shall consist of more than one person, the obligations on the Client under this appointment shall be enforceable against each of them on a joint and several basis.

20. Assignment and Subcontracting

- 20.1. Neither party shall assign or subcontract its rights or obligations under this appointment without the prior written consent of the other party such consent not to be unreasonably withheld or delayed.
- 20.2. If the Client wishes to instruct Avison Young to use a specific contractor or consultant, Avison Young shall instruct such contractor on the Client's behalf. The Client retains all responsibility for any such contractors or consultants and will undertake all due diligence and investigation in relation to their competences and resources. Avison Young accepts no responsibility or liability for the acts of any consultants or contractors appointed at the Consultant's request.

21. Notice

A notice given to a party under or in connection with this appointment shall be in writing and delivered by hand or by recorded delivery post to the address recorded in the Letter of Appointment or such other address as the other party may have specified from time to time by written notice to the other.

22. Liability Period

Neither party shall commence any legal action against the other under this appointment after six years from the date of completion of the Services.

23. Third Party Rights

Except in relation to clause 7.2, a person who is not a party to this appointment shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this appointment.

Standard Terms of Appointment and Supplementary Terms of Appointment and Scope of Services for Building Surveys

24. Entire Agreement

- 24.1. This appointment constitutes the entire agreement between the parties and supersedes and extinguishes all previous discussions, correspondence, negotiations, drafts, agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 24.2. Each party agrees that in entering into this appointment it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this appointment.
- 24.3. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this appointment.
- 24.4. No variation to this appointment will be binding unless agreed in writing by both parties.
- 24.5. Nothing in this clause shall limit or exclude any liability for fraud.

25. Severance

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

26. Non-Solicitation

- 26.1. The Client agrees that both during and for a period of twelve months after the term of this Appointment, the Client shall not (and shall procure that none of its subsidiary or associated companies shall) without the prior written consent of Avison Young:

- 26.1.1. directly or indirectly employ or engage any person who is (or was at any time during the term of this Appointment) a director, member, employee, agent or contractor of Avison Young and with whom the Client has had dealings pursuant to this Appointment (a "relevant person"), or solicit or induce any such relevant person to terminate their employment or engagement with Avison Young;

- 26.1.2. engage or accept services from or otherwise deal with any company, partnership or other entity of which any relevant person is a director, member, employee, agent or contractor.

- 26.2. In granting its consent hereunder, if it agrees to do so, Avison Young shall be entitled to make such consent conditional upon the payment by the Client to Avison Young of a fee equal to 50% of the relevant person's average annual salary or earnings during the preceding 12 months, which equates roughly to the cost to Avison Young of replacing such relevant person.

27. Governing Law and Jurisdiction

- 27.1. This appointment and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales and each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the appointment.

- 27.2. If the Services are provided primarily in Scotland then the appointment and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with Scots law and each party irrevocably agrees that the courts of Scotland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the appointment.

Supplementary Terms of Appointment and Scope of Services for Building Surveys

1. The Survey

Inspection

- 1.1. Unless otherwise indicated, our inspection of the property will be of a visual and non-intrusive nature. The internal inspection may be restricted by the presence of furniture/fittings, suspended ceilings and wall and floor finishes/coverings. We do not inspect those parts of the property or its services that are built in, covered up or otherwise made inaccessible in the normal course of construction, fitting out or occupation. We are therefore unable to report that any such parts of a property are free from corrosion, rot or beetle infestation or other defects.
- 1.2. Where appropriate, recommendations will be made in the report for opening up and further investigations or tests to establish the type of concealed construction or services and condition. The implementation of any recommended further investigations will, unless otherwise indicated, be subject to an additional fee.
- 1.3. External inspections will be carried out from ground level and upper windows utilising binoculars where appropriate. Roof inspections will be undertaken only where safe permanent etc access is available or by using a hydraulic access platform, the operation of which will be limited to those parts where vehicular access is available at ground level.
- 1.4. No investigations will be undertaken to establish the condition of the underground drainage system, although recommendations will be made following the survey visit if it is considered appropriate to undertake such work to establish the condition.
- 1.5. The presence of impurities (e.g. Nickel Sulphide) in glazing, which can cause spontaneous fracture, cannot be confirmed by visual inspection. Where, it can be established that this risk is reduced but not eliminated, either by the use of laminated glass or heat soak testing, this will be noted.

2. Deleterious Materials

- 2.1. We will advise you if we consider that there exists a significant possibility that deleterious or hazardous materials exist at the property and will seek your instructions accordingly. Unless otherwise instructed we will not undertake or commission inspections or laboratory tests to confirm the extent and precise nature of any deleterious and hazardous materials that may be present.

3. Services Installations

- 3.1. Unless otherwise instructed, we do not inspect or test any of the water, mechanical, heating, electrical or drainage installations. Where appropriate we will make recommendations in relation to the execution of specialist tests to establish the condition. The implementation of such work would normally involve an additional fee.

4. Property Functionality

- 4.1. Unless otherwise stated, the suitability of a property for any use is outside the scope of the survey, and clients are therefore advised to ensure that all processes, trades or activities are possible and permitted.

5. Environmental Inspection

- 5.1. Within our report, as appropriate, we may pass comment upon the apparent existence of contamination or pollution at or in the area of the property, the impact of past, existing or proposed uses of the property on its immediate environment or other environmental issues such as the energy efficiency of the building or the property.
- 5.2. However, our report does not constitute an environmental audit or survey and nothing contained in it should be treated as a statement that there are no contamination, pollution or flooding problems relating to the property or confirmation that the property or any process carried out therein complies with existing or proposed legislation or environmental matters. An appropriate level of environmental survey by specialists is recommended.
- 5.3. Low frequency electronic fields, electro-magnetic radiation, toxic mould or similar currently controversial environmental issues will not normally be commented upon within the report unless otherwise stated.

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5.4. Unless otherwise stated the survey will exclude the identification of any vegetation such as Japanese Knotweed, which could have a detrimental effect upon the property, although we will seek to identify the presence of such vegetation wherever possible.

6. Soil Report

6.1. No searches are made with the Coal Authority or other statutory bodies, unless specified, to establish that a property is not likely to be affected by subsidence as a result of mining or tunnelling operations.

6.2. Unless otherwise specified, mining, geological and soil investigation reports are not undertaken or inspected. We are therefore unable to certify that any land is capable of development or redevelopment at a reasonable cost.

7. Compliance with Legislation

7.1. Our inspection will involve a general review of the state of compliance with statutory requirements such as the Building Regulations, Fire Regulations, Equality Act 2010 and Workplace Regulations. Our report will contain observations and opinions of a general nature on these matters. However, it should be noted that compliance with these Regulations often requires an in-depth study and involves the implementation of a detailed risk assessment. Such studies and risk assessments are beyond the scope of our survey report unless otherwise stated.

7.2. We have not, as a part of our inspection considered the nature and use of potentially environmentally damaging materials that may be found in the building or the energy efficiency of the building. In particular we have not assessed compliance in terms of 'Part L' of the Building Regulations or the European Union's Directive on 'Energy Performance of Buildings'. We have not therefore, unless stated otherwise, carried out or gathered sufficient information for an Energy Performance Certificate (EPC), Display Energy Certificate (DEC) or air conditioning report.

7.3. Unless otherwise stated we assume that all necessary permanent planning and other consents, approvals and permissions have been obtained for the construction and current use of the property and that there are no outstanding enforcement or other notices.

8. Tenant Fittings

All items normally regarded as tenant fittings or trade fixtures and fittings are excluded from our report unless specifically referred to therein.

9. Outstanding Claims

9.1. Unless otherwise stated, we do not ascertain any information in respect of any dispute or claim with neighbours or neighbouring properties.

9.2. In certain cases we may comment upon any major risk hazards or rights of way, support or light issues that we may note during the course of our site inspection. However such comments will not be exhaustive nor will they result from detailed investigation but rather from what may reasonably have been seen during the course of the survey visit. The client's solicitors should be relied upon to advise on all legal documentation including the existence of easements and rights.

10. Cost Appraisal

10.1. Any indication of cost in respect of the advice or items contained within the report is given purely as guidance. An accurate cost of carrying out particular items of work described within the report can be obtained, but will entail further work in detailing accurately the nature, scope and extent of the work. An exercise of this nature is beyond the scope and instructions of the report and will normally involve an additional fee.

10.2. Unless otherwise stated, any figures given are approximate costings of the more significant items of works, which exclude VAT and professional fees and are for budget purposes only. No allowance is included for future inflation unless otherwise stated.

11. Information

11.1. Avison Young will have regard to the information supplied by the client, the vendor, relevant professional advisers e.g. letting Agents, local authorities, other statutory bodies and investigation agencies. This information will be accepted as being correct and will not have been checked, unless otherwise stated.

11.2. From time to time we may make comments upon lease terms and/or other legal matters within our report. This should not be considered a substitute for referring to the lease documents and/or taking legal advice.

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- 11.3. Detailed scrutiny and Due Diligence of construction information (including engineering checks) and legal documentation will not be undertaken as a matter of course and will normally be subject to an additional time based fee, unless otherwise stated.
- 12. Other Consultants**
- 12.1. Where contractors or consultants are instructed to undertake investigations/tests, their reports will be separate, standalone documents appended to our own formal report for your convenience. We will review the specialist reports submitted and we will incorporate a summary of their findings within the conclusion section of our report. You will be advised to consult each specialist report for a detailed understanding of the advice given and for reliance thereon.
- 13. Reinstatement Cost Assessment**
- 13.1. In the instances when a reinstatement cost assessment (RCA) for insurance purposes is instructed by the client and is included in the report, the RCA will be prepared in accordance with our Supplementary Terms of Appointment for RCA's.
- 14. EWS1 forms**
- 14.1. In instances where the survey we are preparing relates to a building for which an EWS1 form is also being prepared please note that Avison Young accepts no liability whatsoever for the contents of the EWS1 form.
- 14.2. If the Client asks Avison Young to provide recommendations for specialist consultants who are able to complete EWS1 forms we shall do so strictly on the basis that the Client appoints the specialist consultant directly and that the Client carries out its own due diligence on the specialist consultant before deciding to appoint them. In circumstances where the Client proceeds to directly appoint a specialist consultant which Avison Young has recommended, then Avison Young will have no liability whatsoever for any claims, damages, penalties or any other losses which may arise from the completion by the specialist consultant of the EWS1 form.
- 14.3. In the event that the EWS1 form is provided to Avison Young before onward submission to the Client, Avison Young may, at its discretion, carry out a brief due diligence of the contents of the form to ensure factual details like the name and address of the building are correct. Given the specialist technical knowledge required to complete EWS1 forms, Avison Young shall not provide any further comment or analysis of the form.

Contact Details

Enquiries

Hayley McCarthy

02920 248905

hayley.mccarthy@avisonyoung.com

Visit us online avisonyoung.co.uk