

single survey

survey report on:

Property address	65 Springbank Terrace Aberdeen AB11 6JZ
Customer	Elaine Dickins
Prepared by	Graham + Sibbald LLP

1. Information and scope of inspection

This section tells you about the type, accommodation, neighbourhood, age and construction of the property. It also tells you about the extent of the inspection and highlights anything that the surveyor could not inspect.

All references to visual inspection refer to an inspection from within the property without moving any obstructions and externally from ground level within the site and adjoining public areas. Any references to left or right in a description of the exterior of the property refer to the view of someone standing facing that part of the property from the outside.

The inspection is carried out without causing damage to the building or its contents and without endangering the occupiers or the surveyor. Heavy furniture, stored items and insulation are not moved. Unless identified in the report the surveyor will assume that no harmful or hazardous materials or techniques have been used in the construction. The presence or possible consequences of any site contamination will not be researched.

Services such as TV/cable connection, internet connection, swimming pools and other leisure facilities etc. will not be inspected or reported on.

Description	The subjects comprise a flat occupying the ground and basement floors of a one storey, attic and basement building, containing two flats in total. The property was converted from a house circa 2005.
Accommodation	GROUND FLOOR: Entrance Hallway; Bedroom; Living Room; Shower Room. LOWER GROUND FLOOR/BASEMENT: Hallway; Dining Room/Bedroom; Kitchen; Bedroom; Cloakroom; Shower Room.
Gross internal floor area (m²)	118 or thereby.
Neighbourhood and location	The subjects form part of an established area of mixed residential and commercial usage lying a short distance from Aberdeen city centre. A good range of facilities and amenities may be found within a reasonable distance.

Age (year built)	Circa 1880
Weather	Clear and dry.
Chimney stacks	<p>Chimney stacks are of solid granite stonework construction, pointed externally with cement/lead flashings, stone copes and clay pots bedded in cement haunches.</p> <p>Visually inspected with the aid of binoculars where appropriate.</p>
Roofing including roof space	<p>The roof is pitched and clad in slates with metal ridge and cement skew fillet flashings to party wallheads. There are pitched and slated dormer window projections to the front and rear with slated cheeks and metal flashings.</p> <p>Due to the position of the flat no inspection was possible of any roof void areas.</p> <p>Sloping roofs were visually inspected with the aid of binoculars where appropriate.</p> <p>Roof spaces were visually inspected and were entered where there was safe and reasonable access, normally defined as being from a 3m ladder within the property. If this is not possible, then physical access to the roof space may be taken by other means if the Surveyor deems it safe and reasonable to do so.</p>
Rainwater fittings	<p>Cast iron gutters and downpipes discharging into the drainage system.</p> <p>Visually inspected with the aid of binoculars where appropriate.</p>
Main walls	<p>Solid granite stonework construction, pointed externally.</p> <p>Visually inspected with the aid of binoculars where appropriate.</p> <p>Foundations and concealed parts were not exposed or inspected.</p>

Windows, external doors and joinery	<p>Windows are predominantly of upvc double glazed design.</p> <p>The front entrance door is of timber glazed design whilst the rear door is of upvc design.</p> <p>Internal and external doors were opened and closed where keys were available.</p> <p>Random windows were opened and closed where possible.</p> <p>Doors and windows were not forced open.</p>
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External decorations	<p>Low maintenance upvc otherwise painted timbers and painted cast iron rainwater goods.</p> <p>Visually inspected.</p>
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Conservatories / porches	None
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Communal areas	<p>Access to the property is gained via a shared internal hallway.</p> <p>Circulation areas visually inspected.</p>
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Garages and permanent outbuildings	None
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Outside areas and boundaries	<p>The subjects occupy a roughly rectangular shaped site with areas of garden ground to the front and rear. We understand the rear garden grounds are exclusive to the subject property and are mostly laid to grass with two car parking space. Boundaries are defined by masonry walls.</p> <p>Visually inspected.</p>
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Ceilings	<p>Mixture of lath and plaster and plasterboard sheet design with pvc linings in the shower room.</p> <p>Visually inspected from floor level.</p>
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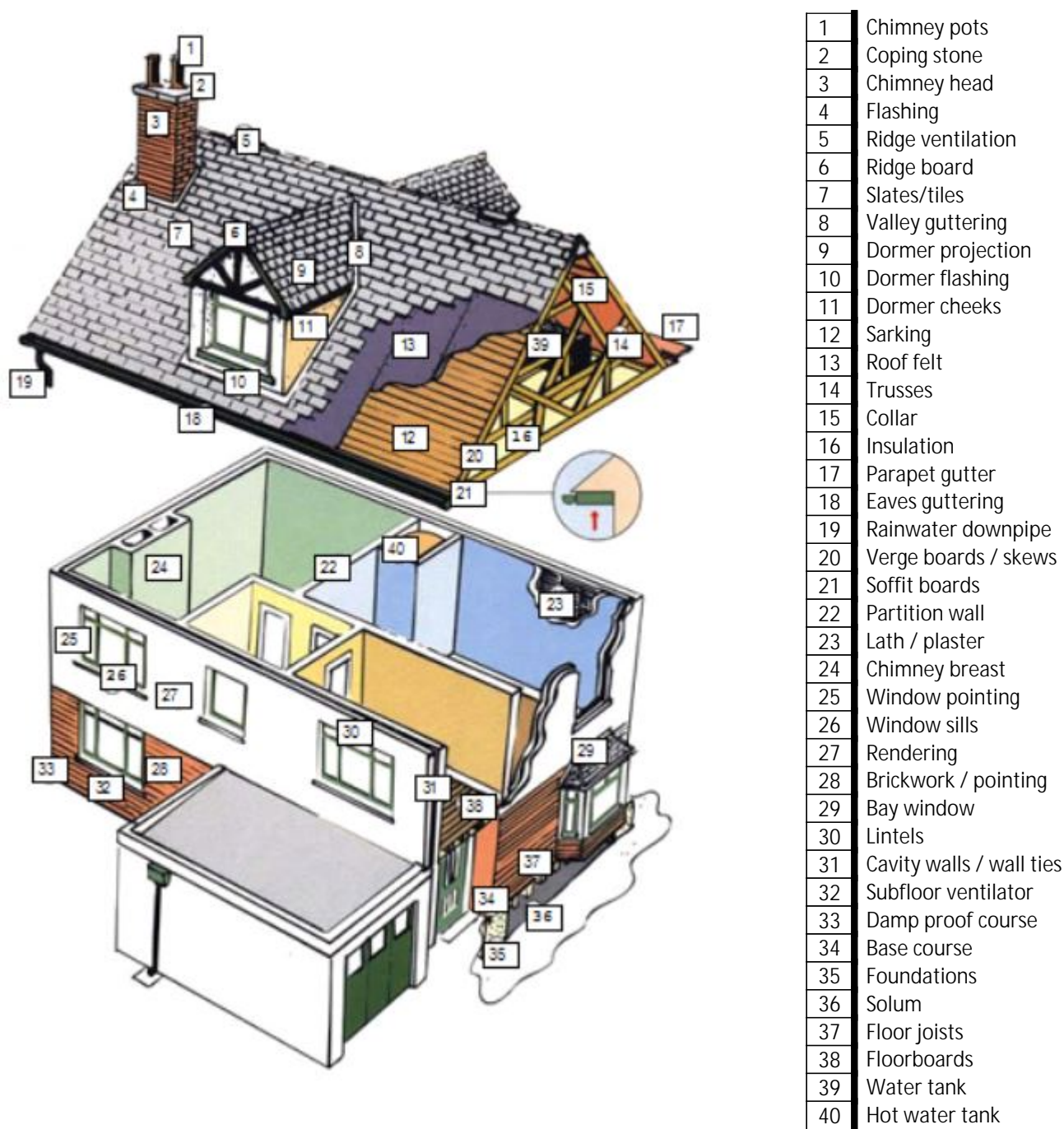
Internal walls	<p>The internal walls are a mixture of lath and plaster and plasterboard sheet design.</p> <p>Visually inspected from floor level.</p> <p>Using a moisture meter, walls were randomly tested for dampness where considered appropriate.</p>
Floors including sub floors	<p>Floors at ground floor level are of suspended timber construction with timber joists overlaid with timber tongue and groove boarding. Flooring within the basement/lower ground floor level appear to be of solid design some of which may be overlaid with a floating timber floor. There are no sub floor areas.</p> <p>Surfaces of exposed floors were visually inspected. No carpets or floor coverings were lifted.</p>
Internal joinery and kitchen fittings	<p>Internal doors are of timber panel, timber flush and timber glazed design with associated frames and skirtings.</p> <p>Kitchen fittings comprise a range of wall and base units with laminate worktop.</p> <p>Built-in cupboards were looked into but no stored items were moved.</p> <p>Kitchen units were visually inspected excluding appliances.</p>
Chimney breasts and fireplaces	<p>All former fireplaces have been removed/blanked over.</p> <p>Visually inspected. No testing of the flues or fittings was carried out.</p>
Internal decorations	<p>Paint or paper finish with areas of wet wall panelling and wall tiling.</p> <p>Visually inspected.</p>
Cellars	None

<p>Electricity</p>	<p>Mains supply with consumer unit and meter in communal hallway cupboard adjacent to the entrance door.</p> <p>Accessible parts of the wiring were visually inspected without removing fittings. No tests whatsoever were carried out to the system or appliances. Visual inspection does not assess any services to make sure they work properly and efficiently and meet modern standards. If any services are turned off, the surveyor will state that in the report and will not turn them on.</p>
<p>Gas</p>	<p>Mains gas supply with meter located externally in plastic housing unit.</p> <p>Accessible parts of the system were visually inspected without removing fittings. No tests whatsoever were carried out to the system or appliances. Visual inspection does not assess any services to make sure they work properly and efficiently and meet modern standards. If any services are turned off, the surveyor will state that in the report and will not turn them on.</p>
<p>Water, plumbing, bathroom fittings</p>	<p>Mains water supply. Plumbing and fittings are of pvc and copper piping where seen.</p> <p>Shower room fittings comprise a wc, wash hand basin and shower compartment with shower fittings over.</p> <p>There is a two piece suite in the cloakroom.</p> <p>Accessible parts of the system were visually inspected without removing fittings. No tests whatsoever were carried out to the system or appliances. Visual inspection does not assess any services to make sure they work properly and efficiently and meet modern standards. If any services are turned off, the surveyor will state that in the report and will not turn them on.</p> <p>It should be appreciated that concealed areas beneath and around baths and shower trays could not be inspected. Water spillage in these areas can result in dampness/decay and no comment can be made on inaccessible areas. Waterproof seals in sanitary areas should be checked and maintained on a regular basis.</p>

Heating and hot water	<p>Central heating is via a gas wall mounted combination boiler located in the ground floor shower room cupboard which serves steel panel hot water radiators and towel rail with thermostatic valves. The central heating boiler also provides hot water on demand.</p> <p>Accessible parts of the system were visually inspected apart from communal systems, which were not inspected. No tests whatsoever were carried out to the system or appliances.</p>
Drainage	<p>Drainage discharges into the main sewer.</p> <p>Drainage covers etc were not lifted.</p> <p>Neither drains nor drainage systems were tested.</p>
Fire, smoke and burglar alarms	<p>From February 2022, new smoke alarm standards are being introduced in Scotland and it is likely that some properties may require additional work to meet these standards. No tests whatsoever have been carried and we cannot confirm if the system complies with the most recent regulations. Any potential purchaser should satisfy themselves as to whether the current system meets with regulations or otherwise.</p>

Additional limits to inspection	<p>The property was fully furnished and had fitted and fixed floor coverings throughout at the time of inspection with cupboards/wardrobes full of stored personal items which restricted the internal investigation. Many wall surfaces were covered with furniture/stored personal items. Not all the windows were tested at the time of our inspection.</p> <p>It is outwith the scope of this inspection to determine whether or not asbestos based products are present within the property. Asbestos was widely used in the building industry until around 1999, when it became a banned substance. If you have any concerns you should engage the services of a qualified asbestos surveyor.</p> <p>Only the subject flat and internal communal areas giving access to the flat were inspected.</p> <p>If the roof space or under-building / basement is communal, reasonable and safe access is not always possible. If no inspection was possible, this will be stated. If no inspection was possible, the surveyor will assume that there are no defects that will have a material effect on the valuation.</p> <p>The building containing the flat, including any external communal areas, was visually inspected only to the extent that the surveyor is able to give an opinion on the general condition and standard of maintenance.</p> <p>No inspection for Japanese Knotweed was carried out and unless otherwise stated for the purpose of this report, it is assumed that there is no Japanese Knotweed within the boundaries of the property or neighbouring properties.</p>
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Sectional Diagram showing elements of a typical house











Reference may be made in this report to some or all of the above component parts of the property. This diagram may assist you in locating and understanding these items.






2. Condition


This section identifies problems and tells you about the urgency of any repairs by using one of the following three categories:





Category 3	Category 2	Category 1
Urgent repairs or replacement are needed now. Failure to deal with them may cause problems to other parts of the property or cause a safety hazard. Estimates for repairs or replacement are needed now.	Repairs or replacement requiring future attention, but estimates are still advised.	No immediate action or repair is needed.


	Structural movement	
Repair category	1	
Notes	<p>There is evidence of a settlement in the building reflected by unevenness to internal flooring, rucking to wallpaper, plaster cracking, unevenness to the door heads and unevenness to the masonry. In addition there is evidence of cracking to the sills/lintels externally.</p> <p>We understand that a structural engineers inspection of the property was carried out circa 2005, which concluded that any movement was longstanding and non-progressive.</p>	
	Dampness, rot and infestation	
Repair category	2	
Notes	<p>High damp readings were recorded to wall linings in the lower ground floor/basement bedroom to the rear. There is a risk of timber decay in concealed areas.</p> <p>We understand that previous timber treatments have been carried out within the property. All guarantees relating to this should be obtained, studied and authenticated prior to purchase.</p>	
	Chimney stacks	
Repair category	2	

Notes	There are areas of weathered and open pointing. A number of chimneys stacks are cracked.
	Roofing including roof space
Repair category	2
Notes	A number of slipped, missing and broken slates were evident on the roof slopes whilst there is cracking to the skews. The roof covering is now of an age where ongoing and regular maintenance will be required and it would be prudent to seek the advice of a roofing contractor to comment on its current condition and expected lifespan.
	Rainwater fittings
Repair category	2
Notes	There is staining on wall surfaces which is indicative of leakage. Rainwater goods should be tested during heavy rainfall to ensure they remain watertight.
	Main walls
Repair category	2
Notes	Cracking was seen to the stonework. There are also areas of localised and weathered pointing.
	Windows, external doors and joinery
Repair category	2
Notes	Slight impact damage to the front ground floor bedroom window. A sealed unit to the living room window appears to have failed, causing condensation between the panes.
	External decorations

Repair category	1
Notes	The external decorations are generally in fair order. Regular repainting will be required if these areas are to be maintained in satisfactory condition. There is weathering to the dormer facias which we presume is the responsibility of the upper flat.
	Conservatories / porches
Repair category	n/a
Notes	
	Communal areas
Repair category	1
Notes	No significant defects evident.
	Garages and permanent outbuildings
Repair category	n/a
Notes	
	Outside areas and boundaries
Repair category	2
Notes	There are areas of weathered pointing to the boundary walls. There are also broken and corroded railings.
	Ceilings
Repair category	1
Notes	There is evidence of cracking and unevenness to ceilings of lath and plaster construction. The strength of this type of ceiling depends on how well the plaster keys into the laths. When the plaster starts to pull loose, it often becomes widespread, and the repair of a small crack can therefore soon become a large repair.

	Internal walls	
Repair category	1	
Notes	The internal walls are largely covered with decorative finishes. During routine redecoration some plaster filling may be necessary.	
	Floors including sub-floors	
Repair category	1	
Notes	There is some unevenness to internal flooring.	
	Internal joinery and kitchen fittings	
Repair category	1	
Notes	<p>General wear and tear was evident commensurate with age, type and usage.</p> <p>There is no kitchen door. One should be installed for fire safety reasons.</p> <p>It cannot be confirmed whether the glazed unit to the ground floor hallway is fitted with toughened safety glass</p>	
	Chimney breasts and fireplaces	
Repair category	1	
Notes	It is assumed that all chimney breasts have been adequately vented.	
	Internal decorations	
Repair category	1	
Notes	The property appears in fair decorative condition.	
	Cellars	

Repair category	n/a
Notes	
	Electricity
Repair category	2
Notes	<p>The electrical fuse box has been replaced with modern circuit breaker unit although there are a number of sockets in the skirting boards which suggest the property has not been fully rewired.</p> <p>There are exposed sections of wiring in the cloakroom cupboard.</p> <p>The Institution of Engineering and Technology recommends that inspections and testing are undertaken at least every ten years and on a change of occupancy. It should be appreciated that only the most recently constructed or re-wired properties will have installations which fully comply with IET regulations.</p>
	Gas
Repair category	1
Notes	In the interest of safety all gas appliances should be checked by a Gas Safe Registered Engineer.
	Water, plumbing and bathroom fittings
Repair category	1
Notes	It should be appreciated that concealed areas beneath and around the shower trays could not be inspected. Water spillage in these areas can result in dampness/decay and no comment can be made on inaccessible areas. Waterproof seals in sanitary areas should be checked and maintained on a regular basis.
	Heating and hot water
Repair category	1

Notes	It is assumed that the central heating system functions satisfactorily and complies with the relevant regulations with particular regard to fluing and ventilation requirements. In the absence of recent servicing documentation it is normally considered good practice to have the central heating system checked immediately upon taking occupation and serviced regularly thereafter.
	Drainage
Repair category	1
Notes	There is no surface evidence to suggest the system is choked or leaking.

Set out below is a summary of the condition of the property which is provided for reference only. You should refer to the previous comments for detailed information.

Structural movement	1
Dampness, rot and infestation	2
Chimney stacks	2
Roofing including roof space	2
Rainwater fittings	2
Main walls	2
Windows, external doors and joinery	2
External decorations	1
Conservatories / porches	n/a
Communal areas	1
Garages and permanent outbuildings	n/a
Outside areas and boundaries	2
Ceilings	1
Internal walls	1
Floors including sub-floors	1
Internal joinery and kitchen fittings	1
Chimney breasts and fireplaces	1
Internal decorations	1
Cellars	n/a
Electricity	2
Gas	1
Water, plumbing and bathroom fittings	1
Heating and hot water	1
Drainage	1

Category 3
Urgent repairs or replacement are needed now. Failure to deal with them may cause problems to other parts of the property or cause a safety hazard. Estimates for repairs or replacement are needed now.
Category 2
Repairs or replacement requiring future attention, but estimates are still advised.
Category 1
No immediate action or repair is needed.

Remember

The cost of repairs may influence the amount someone is prepared to pay for the property. We recommend that relevant estimates and reports are obtained in your own name.

Warning

If left unattended, even for a relatively short period, Category 2 repairs can rapidly develop into more serious Category 3 repairs. The existence of Category 2 or Category 3 repairs may have an adverse effect on marketability,

value and the sale price ultimately achieved for the property. This is particularly true during slow market conditions where the effect can be considerable.

3. Accessibility information

Guidance notes on accessibility information

Three steps or fewer to a main entrance door of the property: In flatted developments the ‘main entrance’ would be the flat’s own entrance door, not the external door to the communal stair. The ‘three steps or fewer’ are counted from external ground level to the flat’s entrance door. Where a lift is present, the count is based on the number of steps climbed when using the lift.

Unrestricted parking within 25 metres: For this purpose, ‘Unrestricted parking’ includes parking available by means of a parking permit. Restricted parking includes parking that is subject to parking restrictions, as indicated by the presence of solid yellow, red or white lines at the edge of the road or by a parking control sign, parking meters or other coin-operated machines.

1. Which floor (s) is the living accommodation on?	Ground & Lower Ground			
2. Are there three steps or fewer to a main entrance to a property?	Yes	X	No	
3. Is there a lift to the main entrance door of the property?	Yes		No	X
4. Are all door openings greater than 750mm?	Yes		No	X
5. Is there a toilet on the same level as the living room and kitchen?	Yes		No	X
6. Is there a toilet on the same level as a bedroom?	Yes	X	No	
7. Are all rooms on the same level with no internal steps or stairs?	Yes		No	X
8. Is there unrestricted parking within 25 metres of an entrance door to the building?	Yes	X	No	

4. Valuation and conveyance issues

This section highlights information that should be checked with a solicitor or licensed conveyancer. It also gives an opinion of market value and an estimated cost for insurance purposes.

Matters for a solicitor or licensed conveyancer

The property was converted from a house into two flatted units circa 2005. Our valuation is on the assumption that any alterations that have been carried out to the property satisfy all relevant legislation and have full certification where appropriate.

The property appears to be a Category C Listed building which will restrict any changes to the external appearance. Further information can be obtained from Historic Scotland.

All guarantees relating to previous timber treatments should be obtained, studied and authenticated prior to purchase.

The subjects form part of a block of flats and it has been assumed that maintenance/repair costs of the common parts of the building and external grounds will be shared on an equitable basis with the adjoining proprietors. It is therefore assumed that the costs of repairs detailed within this report which relate to these areas should be apportioned accordingly, although exact liability should be confirmed.

Estimated reinstatement cost for insurance purposes

£375,000

We are of the opinion that the subjects should be insured for buildings reinstatement purposes for a sum of not less than £375,000

Valuation and market comments

£205,000


We are of the opinion that the market value of the subjects all as previously described and on a vacant possession basis would be fairly stated in the region of £205,000.

Our valuation reflects current market conditions relating to this area. We would assume that current trends will prevail at the ultimate date of disposal with no adverse or onerous matters being introduced into the market during the intervening period which would have a detrimental effect on price.

Report author

Michael Duncan

Address	21 Carden Place, Aberdeen. AB10 1UQ.
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Signed	 Michael Duncan MA (Hons) MRICS for and on behalf of Graham + Sibbald LLP
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Date of report	11/1/2022
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TERMS AND CONDITIONS OF SINGLE SURVEY

GENERAL

1.1 The Surveyors

The Seller has engaged the Surveyors to provide the Report and a Generic Mortgage Valuation Report for Lending Purposes. The Seller has also engaged the Surveyors to provide an Energy Report in the format prescribed by the accredited energy company.

The Surveyors are authorised to provide a transcript or retype of the Generic Mortgage Valuation Report on to Lender specific pro-forma. Transcript reports are commonly requested by brokers and lenders. The transcript report will be in the format required by the Lender but will contain the same information, inspection date and valuation figure as the Generic Mortgage Valuation Report and the Report. The Surveyors will decline any transcript request which requires the provision of information additional to the information in the Report and the Generic Mortgage Valuation Report until the Seller has conditionally accepted an offer to purchase made in writing.

Once the Seller has conditionally accepted an offer to purchase made in writing, the Lender or conveyancer may request that the Surveyors provide general comment on standard appropriate supplementary documentation. In the event of a significant amount of documentation being provided to the Surveyors, an additional fee may be incurred by the Purchaser. Any additional fee will be agreed in writing.

If information is provided to the Surveyors during the conveyancing process which materially affects the valuation stated in the Report and Generic Mortgage Valuation Report, the Surveyors reserve the right to reconsider the valuation. Where the Surveyors are required to amend the valuation in consequence of such information, they will issue an amended Report and Generic Mortgage Valuation Report to the Seller. It is the responsibility of the Seller to ensure that the amended Report and Generic Mortgage Valuation Report are transmitted to every prospective Purchaser.

The individual Surveyor will be a member of the Royal Institution of Chartered Surveyors who is competent to survey, value and report upon residential property. *

If the Surveyors have had a previous business relationship within the past two years with the Seller or Seller's agent or relative to the Property, they will be obliged to indicate this in the adjacent box. Yes

The Surveyors have a written complaints handling procedure. This is available from the offices of the Surveyors at the address stated.

* Which shall be in accordance with the current RICS Appraisal and Valuation Standards (The Red Book) and RICS Rules of Conduct.

1.2 The Report

The Surveyors will not provide an amended Report on the Property, except to correct factual inaccuracies.

The Report will identify the nature and source of information relied upon in its preparation.

The Surveyor shall provide a Market Value of the Property, unless the condition of the Property is such that it would be inappropriate to do so. A final decision on whether a loan will be granted rests with the Lender who may impose retentions in line with their lending criteria. The date of condition and value of the property will be the date of inspection.

Prior to the 1st of December 2008, Purchasers have normally obtained their own report from their chosen Surveyor. By contrast, a Report is instructed by the Seller and made available to all potential Purchasers in expectation that the successful Purchaser will have relied upon it. The Royal Institution of Chartered Surveyors rules require disclosure of any potential conflict of interest when acting for the Seller and the Purchaser in the same transaction. The Report may give rise to a conflict of interest and if this is of concern to any party they are advised to seek their own independent advice.

The Report and any expressions or assessments in it are not intended as advice to the Seller or Purchaser or any other person in relation to an asking price or any other sales or marketing decisions.

The Report is based solely on the Property and is not to be relied upon in any manner whatsoever when considering the valuation or condition of any other property.

If certain minor matters are mentioned in the Report it should not be assumed that the Property is free of other minor defects.

Neither the whole nor any part of the Report may be published in any way, reproduced or distributed by any party other than the Seller, prospective Purchasers and the Purchaser and their respective professional advisors without the prior written consent of the Surveyors.

1.3 Liability

The Report is prepared with the skill and care reasonably to be expected of a competent residential surveyor who is a member of the Royal Institution of Chartered Surveyors.

The Report is addressed to the Seller and is prepared in the expectation that it (or a complete copy) along with these Terms and Conditions (or a complete copy) would be (or, as the case might be, would have been) disclosed and delivered to:

- the Seller;
- any person(s) noting an interest in purchasing the Property from the Seller;
- any person(s) who make(s) (or on whose behalf is made) an offer to purchase the Property, whether or not that offer is accepted by the Seller;
- the Purchaser; and
- the professional advisors of any of these.

The Surveyors acknowledge that their duty of skill and care in relation to the Report is owed to the Seller and to the Purchaser. The Surveyors accept no responsibility or liability whatsoever in relation to the Report to persons other than the Seller and the Purchaser. The Seller and Purchaser should be aware that if a Lender seeks to rely on this Report they do so at their own risk. In particular, the Surveyors accept no responsibility or liability whatsoever to any Lender in relation to the Report. Any such Lender relies upon the Report entirely at their own risk.

Graham + Sibbald's total liability to the Client (and any third party relying upon this report) under this Agreement (including liability in contract, tort (including negligence), breach of statutory duty, or otherwise) shall be limited to the lower of the following : a) 25% of the valuation or b) £250,000.

1.4 Generic Mortgage Valuation Report

The Surveyors undertake to the Seller that they will prepare a Generic Mortgage Valuation Report, which will be issued along with the Report. It is the responsibility of the Seller to ensure that the Generic Mortgage Valuation Report is provided to every potential Purchaser.

1.5 Transcript Mortgage Valuation for Lending Purposes

The Surveyors undertake that on being asked to do so by a prospective Purchaser, or his/her professional advisor or Lender, they will prepare a Transcript Mortgage Valuation Report for Lending Purposes on terms and conditions to be agreed between the Surveyors and Lender and solely for the use of the Lender and upon which the Lender may rely. The decision as to whether finance will be provided is entirely a matter for the Lender. ** The Transcript Mortgage Valuation Report for Lending Purposes will be prepared from information contained in the Report and the Generic Mortgage Valuation Report.

** Which shall be in accordance with the current RICS Appraisal and Valuation Standards (The Red Book) and RICS Rules of Conduct.

1.6 Intellectual Property

All intellectual property rights whatsoever (including copyright) in and to the Report, excluding the headings and rubrics, are the exclusive property of the Surveyors and shall remain their exclusive property unless they assign the same to any other party in writing.

1.7 Payment

The Surveyors are entitled to refrain from delivering the Report to anyone until the fee and other charges for it notified to the Seller have been paid. Additional fees will be charged for subsequent inspections and Reports, including replacement home reports.

1.8 Cancellation

The Seller will be entitled to cancel the inspection by notifying the Surveyor's office at any time before the day of the inspection.

The Surveyor will be entitled not to proceed with the inspection (and will so report promptly to the Seller) if after arriving at the Property, the Surveyor concludes that it is of a type of construction of which the Surveyor has insufficient specialist knowledge to be able to provide the inspection satisfactorily. The Surveyor will also be entitled not to proceed if after arriving at the Property, the Surveyor concludes that the Property is exempt under Part 3 of The Housing (Scotland) Act 2006 as detailed in the (Prescribed Documents) Regulations 2008. If there is a potential threat to their health or personal safety, the inspection may be postponed or cancelled at the Surveyor's discretion.

In the case of cancellation or the inspection not proceeding, the Surveyor will refund any fees paid by the Seller for the inspection and Report, except for expenses reasonably incurred and any fee due in light of the following paragraph of this section.

In the case of cancellation by the Seller, for whatsoever reason, after the inspection has taken place but before a written report is issued, the Surveyor will be entitled to raise an Invoice equivalent to 80% of the agreed fee.

If our account details change, we will notify these to you by letter or face to face and never by email.

1.9 Precedence

If there is any incompatibility between these Terms and Conditions and the Report, these Terms and Conditions take precedence.

1.10 Definitions

- the "Lender" is the party who has provided or intends or proposes to provide financial assistance to the Purchaser towards the purchase of the Property and in whose favour a standard security will be granted over the Property;
- the "Transcript Mortgage Valuation Report for Lending Purposes" means a separate report, prepared by the Surveyor, prepared from information in the Report and the generic Mortgage Valuation Report, but in a style and format required by the Lender. The Transcript Mortgage Valuation Report for Lending Purposes will be prepared with the skill and care reasonably to be expected from a Surveyor who is a member of the Royal Institution of Chartered Surveyors and who is competent to survey, value and report on the Property;
- the "Generic Mortgage Valuation Report" means a separate report, prepared by the Surveyor from information in the Report but in the Surveyor's own format.
- the "Market Value" is the estimated amount for which the Property should exchange, on the date of valuation, between a willing seller and a willing buyer in an arms length transaction after proper marketing where the parties had each acted knowledgeably, prudently and without compulsion;
- the "Property" is the property which forms the subject of the Report;
- the "Purchaser" is the person (or persons) who enters into a contract to buy the Property from the Seller;
- a "prospective Purchaser" is anyone considering buying the Property;
- the "Report" is the report, of the kind described in Part 2 of these Terms and Conditions and in the form set out in Part 1 of Schedule 1 of the Housing (Scotland) Act 2006 (Prescribed Documents) Regulations 2008;
- the "Seller" is/are the proprietor(s) of the Property;
- the "Surveyor" is the author of the Report on the Property;
- the "Surveyors" are Graham + Sibbald LLP, a limited liability partnership incorporated in Scotland (Registered Number SO307130) and having its registered office address at Seabraes House, 18 Greenmarket, Dundee, DD1 4QB, of which the Surveyor is an employee, director or member (unless the Surveyor is not an employee, director or member, when the "Surveyors" means the Surveyor) whose details are set out at the head of the Report; and

- the "Energy Report" is the advice given by the accredited energy company, based on information collected by the Surveyor during the Inspection, and also includes an Energy Performance Certificate, in a Government approved format.
- "Data Protection Legislation" means the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).
- "UK Data Protection Legislation" means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.
- "UK GDPR" has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

DESCRIPTION OF THE REPORT

2.1 The Service

The Single Survey is a Report by an independent Surveyor, prepared in an objective way regarding the condition and value of the Property on the day of the inspection, and who is a member of the Royal Institution of Chartered Surveyors. It includes an Energy Report as required by statute and this is in the format of the accredited energy company. In addition, the Surveyor has agreed to supply a generic Mortgage Valuation Report.

2.2 The Inspection

The inspection is a general surface examination of those parts of the Property which are accessible: in other words, **visible and readily available for examination from ground and floor levels without risk of causing damage to the Property or injury to the Surveyor.**

All references to visual inspection refer to an inspection from within the Property at floor level and from ground level within the site and adjoining public areas, without the need to move any obstructions. Any references to left or right are taken facing the front of the Property.

The inspection is carried out with the Seller's permission, without causing damage to the building or contents. Furniture, stored items and insulation are not moved.

Unless identified in the Report the Surveyor will assume that no harmful or hazardous materials have been used in the construction. The presence or possible consequences of any site contamination will not be researched.

The Surveyor will not carry out an asbestos inspection, and will not be acting as an asbestos inspector in completing a Report of Property that may fall within the Control of Asbestos in the Workplace Regulations. In the case of flats it will be assumed that there is a duty holder, as defined in the Regulations and that a register of asbestos and effective management plan is in place, which does not require any expenditure, or pose a significant risk to health. No enquiry of the duty holder will be made.

2.3 The Report

The Report will be prepared by the Surveyor who carried out the Property inspection and will describe various aspects of the Property as defined by the headings of the Single Survey report with the comments being general and unbiased. The report on the location, style and condition of the Property will be concise and will be restricted to matters that could have a material affect upon value and will omit items that, in the Surveyor's opinion, are not significant. If certain minor matters are mentioned, it should not be interpreted that the Property is free of any other minor defects.

Throughout the Report the following repair categories will be used to give an overall opinion of the state of repair and condition of the Property:

2.3.1 Category 3:

Urgent repairs or replacement are needed now. Failure to deal with them may cause problems to other parts of the Property or cause a safety hazard. Estimates for repairs or replacement are needed now.

2.3.2 Category 2:

Repairs or replacement requiring future attention, but estimates are still advised.

2.3.3 Category 1:

No immediate action or repair is needed.

WARNING:

If left unattended, even for a relatively short period, Category 2 repairs can rapidly develop into more serious Category 3 repairs. The existence of Category 2 or Category 3 repairs may have an adverse effect on marketability, value and the sale price ultimately achieved for the Property. This is particularly true during slow market conditions when the effect can be considerable. Parts of the Property which cannot be seen or accessed will not be reported upon and this will be stated. If the Surveyor suspects that a defect may exist within an unexposed area and which could have a material effect upon the value, he may recommend further investigation by specialist contractors.

2.4 Services

Surveyors are not equipped or qualified to test the services and therefore no comment can be interpreted as implying that the design, installation and function of the services are in accordance/compliance with regulations, safety and efficiency expectations. However, comment is made where there is cause to suspect significant defects or shortcomings with the installations. No tests are made of any services or appliances.

2.5 Accessibility

A section is included to help identify the basic information interested parties need to know to decide whether to view a Property.

2.6 Energy Report

A section is included that makes provision for an Energy Report, relative to the Property. The Surveyor will collect physical data from the Property and provide such data in a format required by an accredited Energy company. The Surveyor cannot of course accept liability for any advice given by the energy company.

2.7 Valuation & Conveyancer Issues

The last section of the Report contains matters considered relevant to the conveyancer (solicitor). It also contains the Surveyor's opinion both of the market value of the Property and of the re-instatement cost, as defined below.

“Market Value” is the estimated amount for which a property should exchange on the date of valuation within a willing buyer and willing seller in an arms-length transaction after proper marketing wherein the parties have each acted knowledgeably, prudently and without compulsion. In arriving at the opinion of the Market Value the Surveyor also makes various standard assumptions covering, for example, vacant possession; tenure and other legal considerations; contamination and hazardous materials; the condition of uninspected parts; the right to use mains services; and the exclusion of curtains, carpets etc. from the valuation. In the case of flats, the following further assumptions are made that:

- There are rights of access and exit over all communal roadways, corridors, stairways etc. and to use communal grounds, parking areas, and other facilities;
- There are no particularly troublesome or unusual legal restrictions.
- There is no current dispute between the occupiers of the flats or any outstanding claims or losses; and the costs of repairs to the building are shared among the co-proprietors on an equitable basis.

Any additional assumption, or any found not to apply, is reported.

“Re-instatement cost” is an estimate for insurance purposes of the current cost of rebuilding the Property in its present form unless otherwise stated. This includes the cost of rebuilding the garage and permanent outbuildings, site clearance and professional fees, but excludes VAT (except on the fees).

Sellers or prospective Purchasers may consider it prudent to instruct a re-inspection and revaluation after a period of 12 weeks (or sooner if appropriate) to reflect changing circumstances in the market and/or in the physical condition of the Property.

It is assumed that any relevant Local Authority consents, warrants and completion certificates have been obtained where construction or alteration works have been undertaken.

This agreement and any dispute or claim arising out of or in connection with its subject matter shall be governed by and construed in accordance with the laws of Scotland, and the Scottish Courts will have exclusive jurisdiction to hear such claims.

DATA PROTECTION

Graham + Sibbald and the Client each undertake that:

- (a) they shall comply with all applicable requirements of the Data Protection Legislation, including without limitation any obligations relating to the rights of a data subject and the reporting of personal data breaches (all as defined in the UK GDPR); and
- (b) not do or omit to do anything which puts any other party to the Agreement in breach of the Data Protection Legislation.

Without prejudice to the generality of this clause, you shall ensure that you have all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to Graham + Sibbald for the duration and purposes of this Agreement. You shall have liability for and shall indemnify Graham + Sibbald for any loss, liability, costs (including legal costs), damages, or expenses resulting from any breach by you of the Data Protection Legislation. For further information regarding how Graham + Sibbald processes personal data in relation to this Agreement, please see Graham + Sibbald's privacy notice at <https://www.g-s.co.uk/privacy-policy/>.