

DRAFT

4 High Road
Port Bannatyne
Isle of Bute
PA20 0NY

DRAFT

single survey

survey report on:

Property address	4 High Road Port Bannatyne Isle of Bute PA20 0NY
Customer	John Keenan
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	Ground floor flat.
Accommodation	Ground floor: Entrance vestibule, inner hallway, living room, two bedrooms, kitchen/dining room, shower room and rear vestibule.
Gross internal floor area (m²)	83
Neighbourhood and location	The property forms part of a semi-residential district within the Port Bannatyne area on the Isle of Bute. Surrounding properties are of somewhat varied, character and use. Local amenities and facilities in the area are available within reasonable travelling distance.
Age (year built)	1900
Weather	Generally dry and clear.

Chimney stacks	<p>Sandstone with metal flashing's where visible.</p> <p>Visually inspected with the aid of binoculars where appropriate.</p>
Roofing including roof space	<p>Pitched and slated.</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>The building has a mix of pvc and cast iron fittings of round and half round style.</p> <p>Visually inspected with the aid of binoculars where appropriate.</p>
Main walls	<p>The building is constructed in traditional 650mm solid pointed/painted sandstone. Advised to incorporate internal insulation, the position in this regard can be legally confirmed.</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:</p> <p>The property has pvc double glazed window units.</p> <p>External doors:</p> <p>The property is principally accessed by means of pvc double glazed door to front. There is a similar unit in the rear vestibule which allows access to garden areas.</p> <p>Joinery:</p> <p>External facia are of mixed pvc and timber style.</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>
External decorations	<p>Joinery where present is painted as are sections of external masonry and remaining metal rainwater goods.</p> <p>Visually inspected.</p>
Conservatories / porches	<p>None noted.</p>
Communal areas	<p>None noted.</p>
Garages and permanent outbuildings	<p>There is a brick outhouse immediately to the rear of the building. Incorporates a pitched and slated roof structure and is used extensively for storage.</p> <p>Visually inspected.</p>
Outside areas and boundaries	<p>We understand the property to have an ownership of garden areas to front with communal grounds to rear. The position can be legally confirmed. Boundary divisions are created by stone walls and timber fencing. The grounds are arranged to incorporate largely grass and hard standing pathways.</p> <p>Visually inspected.</p>

Ceilings	<p>Lath and plaster or similar with paint or lined finish.</p> <p>Visually inspected from floor level.</p>
Internal walls	<p>The internal walls are plastered on face or are plastered or lined within the property incorporating what we anticipate to be lath and plaster/masonry style partitioning.</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>Traditional suspended timber flooring with exception of small concrete section in rear vestibule. The main building is advised to incorporate underfloor insulation, this can be legally confirmed as no access could be obtained to any underfloor spaces on the date of inspection.</p> <p>Surfaces of exposed floors were visually inspected. No carpets or floor coverings were lifted.</p>
Internal joinery and kitchen fittings	<p>Internal facings and skirtings are formed in timber materials. The property has timber frame and panel/glazed pass doors.</p> <p>Modern fully equipped kitchen accommodation.</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>There are no open flues remaining.</p> <p>Visually inspected. No testing of the flues or fittings was carried out.</p>
Internal decorations	<p>The internal walls are finished in the usual decorative materials including paint, paper, ceramic tiling and wet wall linings.</p> <p>Visually inspected.</p>

Cellars	None noted.
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Electricity	<p>Mains supply. There is older style fuse box apparatus within the entrance vestibule. Visible cabling is pvc coated. The property incorporates 13amp style switches and sockets.</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>
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Gas	<p>Mains supply. The gas meter can be found in a kitchen sink cupboard.</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>
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Water, plumbing, bathroom fittings	<p>Mains supply. Where available for inspection the pipework is seen to be formed in copper and plastic materials. The presence of older elements within concealed areas cannot be discounted.</p> <p>Modern white sanitary wear in shower room.</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>
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Heating and hot water	<p>There is a system of gas central heating in the property. The system is supplied by a Potterton Promax Combi 28HE A boiler which is in the kitchen. The unit distributes to radiators within the property and supplies domestic hot water. The system is controlled by the boiler, individual radiator valves and a room thermostat system.</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>
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Drainage	<p>Drainage is assumed connected to the main public sewerage system.</p> <p>Drainage covers etc were not lifted.</p> <p>Neither drains nor drainage systems were tested.</p>
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Fire, smoke and burglar alarms	<p>Visually inspected. No tests whatsoever were carried out to the system or appliances.</p> <p>New smoke alarm standards were introduced in Scotland in February 2022 and it is likely that some properties may require additional works to meet these standards. In instances where alarms are in place, no tests whatsoever have been carried out 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>
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Additional limits to inspection

The property is currently occupied and is fully furnished with all floors covered. Furnishings, personal effects (particularly in cupboards) and floor coverings have not been moved.

Due to fitted carpets and floor coverings no detailed inspection was possible of the floor timbers and accordingly we cannot guarantee their soundness or otherwise. No access could be obtained to any underfloor spaces on the date of inspection.

There is no external provision to access common roof space over the building. Clearly these areas are not available for inspection.

A restricted inspection was possible only of the roof and chimneys from ground level.

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.

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 in neighbouring properties.

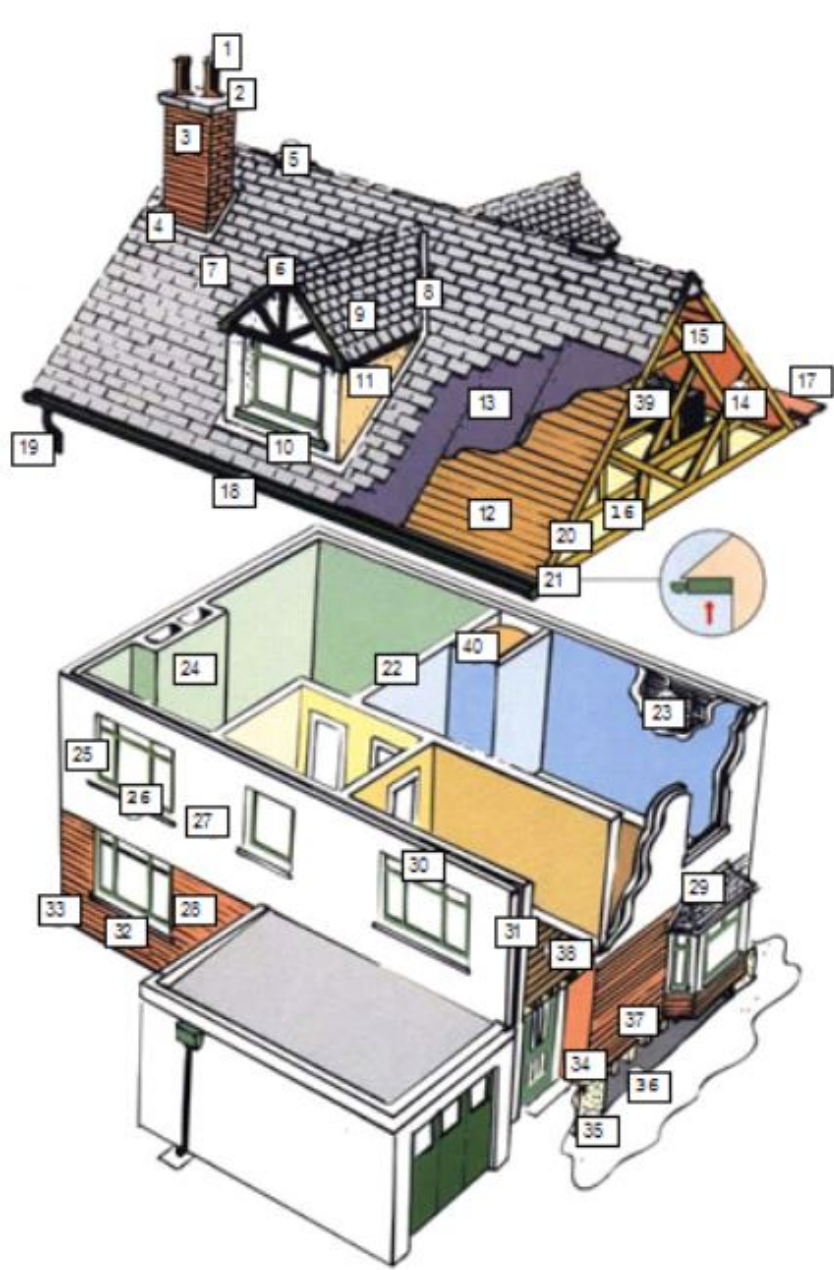
Only the subject flat and internal communal areas giving access to the flat were inspected.

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.

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.

It should be appreciated that the Home Report inspection is a non-disruptive visual inspection of the property as at the date of inspection and that we are unable to inspect parts of the property which are concealed or covered by floor coverings or contents in place at that time. Once vacant, defects may be apparent that could not be detected during our survey. Changing weather conditions can also affect aspects of the property which would not be apparent at the time of inspection.

Sectional Diagram showing elements of a typical house






- | | |
|----|--------------------------|
| 1 | Chimney pots |
| 2 | Coping stone |
| 3 | Chimney head |
| 4 | Flashing |
| 5 | Ridge ventilation |
| 6 | Ridge board |
| 7 | Slates/tiles |
| 8 | Valley guttering |
| 9 | Dormer projection |
| 10 | Dormer flashing |
| 11 | Dormer cheeks |
| 12 | Sarking |
| 13 | Roof felt |
| 14 | Trusses |
| 15 | Collar |
| 16 | Insulation |
| 17 | Parapet gutter |
| 18 | Eaves guttering |
| 19 | Rainwater downpipe |
| 20 | Verge boards / skews |
| 21 | Soffit boards |
| 22 | Partition wall |
| 23 | Lath / plaster |
| 24 | Chimney breast |
| 25 | Window pointing |
| 26 | Window sills |
| 27 | Rendering |
| 28 | Brickwork / pointing |
| 29 | Bay window |
| 30 | Lintels |
| 31 | Cavity walls / wall ties |
| 32 | Subfloor ventilator |
| 33 | Damp proof course |
| 34 | Base course |
| 35 | Foundations |
| 36 | Solum |
| 37 | Floor joists |
| 38 | Floorboards |
| 39 | Water tank |
| 40 | Hot water tank |





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:



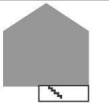

Category 3	Category 2	Category 1
Urgent repairs or replacement are needed now. Failure to deal with them may cause problems to other parts of the property or cause a safety hazard. Estimates for repairs or replacement are needed now.	Repairs or replacement requiring future attention, but estimates are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




	Structural movement	
Repair category	1	
Notes	There is evidence of settlement in the building noted both internally and externally but this is not inconsistent with a property of this age and type and on the basis of a single inspection appears to be longstanding.	
	Dampness, rot and infestation	
Repair category	2	
Notes	<p>Damp meter readings were taken at random in accessible areas throughout the property. Damp meter readings were found to be within an acceptable level.</p> <p>External ground levels are high in relation to the damp proof course. The ground level should be reduced below damp proof course level to prevent the possibility of damp penetration.</p> <p>We are advised previous specialist remedial works to have been undertaken the extent/nature of same cannot be confirmed. The position should be clarified prior to purchase and any guarantees obtained, studied and authenticated.</p>	
	Chimney stacks	
Repair category	2	
Notes	Weathering was noted to the chimney stacks. It should be appreciated that they are of an age where on-going maintenance will be required, particularly to flashing details to ensure water tightness.	

	Roofing including roof space	
Repair category	2	
Notes	<p>The building retains an aging slated covering which displays the normal signs of age related wear and tear including slipped, broken and uneven slates. We are advised regular maintenance works are undertaken, however, ongoing maintenance, overhaul and repair of the covering will be required. A prudent purchaser would wish to seek the advice of a roofing contractor to comment on current condition, any immediate remedial works required and expected life span.</p>	
	Rainwater fittings	
Repair category	2	
Notes	<p>Older cast iron elements display clear indications of corrosion and should be wired brushed, primed and painted.</p>	
	Main walls	
Repair category	2	
Notes	<p>There are general indications of weathering to stonework and pointing with remedial works required and to be anticipated on a regular basis.</p> <p>Refer to previous commentary regarding high external ground levels this noted particularly to the front of the main building.</p> <p>The rear vestibule projection is of a lightweight construction and will require careful ongoing maintenance.</p>	
	Windows, external doors and joinery	
Repair category	2	

Notes	<p>Fittings in place appear of a somewhat older nature. Window fittings have been randomly open and closed but not all. As is to be anticipated a degree of wear and tear is evident.</p> <p>Windows can be problematic and over time the operation of the windows can be affected and opening mechanisms damaged. It is therefore likely that maintenance/ repair will be required as part of an ongoing maintenance programme.</p> <p>Double glazed windows may be prone to misting/interstitial condensation which can be more evident and can change in certain temperatures/weather conditions.</p>
	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.
	Conservatories / porches
Repair category	-
Notes	None noted.
	Communal areas
Repair category	-
Notes	None noted.
	Garages and permanent outbuildings
Repair category	2
Notes	The brick store/outhouse displays normal signs of age related wear , tear and deterioration. Repair/upgrading will be required if regular use is anticipated.
	Outside areas and boundaries
Repair category	2

Notes	<p>Damaged boundary walls and fencing require repair.</p> <p>You should verify with your conveyancer the extent of the boundaries attaching to the property.</p> <p>There are trees in close proximity to the property. While no associated damage was noted, trees can cause problems to the structures and services in shrinkable sub-soils. (specialist advice may be prudent)</p>
	<h2>Ceilings</h2>
Repair category	2
Notes	Cracking and blemishes have occurred and some plaster repairs may be required.
	<h2>Internal walls</h2>
Repair category	1
Notes	Within the limits of our inspection these generally appeared in fair condition consistent with age. During redecoration some plaster filling/repair may be required.
	<h2>Floors including sub-floors</h2>
Repair category	1
Notes	<p>No significant defects noted within the limitations of the inspection.</p> <p>No access to the sub-floor chamber was possible at the time of our visit to the property. Within the limitations of our inspection there was no indication to suggest significant defects in this area. It will, however be appreciated that the area was not inspected and therefore no guarantees can be provided in this regard.</p>
	<h2>Internal joinery and kitchen fittings</h2>
Repair category	1

Notes	<p>The internal joinery is generally in keeping with the age and type of property and appeared in good condition consistent with age.</p> <p>The kitchen units are of a modern type and appeared in good condition for their age and purpose.</p> <p>The property does have an older style timber /glazed door in the hallway which we suspect does not have appropriate toughened safety glass in place. A purchaser should consider the need to replace in the short term.</p>
	Chimney breasts and fireplaces
Repair category	1
Notes	All original fireplaces have been removed/blocked and we assume adequately vented.
	Internal decorations
Repair category	1
Notes	The property appears in fair decorative order although it is recognised that on taking occupancy home owners may consider redecoration.
	Cellars
Repair category	-
Notes	None noted.
	Electricity
Repair category	2
Notes	<p>The electrical system is on mixed lines and as such we recommend that it be checked and upgraded as necessary by an NICEIC/SELECT registered Electrical Contractor.</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>

	<h2 style="margin: 0;">Gas</h2>	
Repair category	1	
Notes	<p>In the interest of safety all gas appliances should be checked by a Gas Safe Registered Engineer.</p> <p>All gas appliances and equipment should regularly be inspected, tested, maintained and serviced by a competent person in line with the manufacturer's instructions. This is important to make sure the equipment is working correctly and limit the risk of fire and carbon monoxide poisoning and to prevent carbon dioxide and other greenhouse gases leaking into the air. For more advice, contact the Gas Safe Register.</p>	
	<h2 style="margin: 0;">Water, plumbing and bathroom fittings</h2>	
Repair category	1	
Notes	<p>Where visible internal plumbing works appear to comprise a mix of copper and pvc materials. There is the possibility of older elements remaining in concealed areas and it would be prudent to budget for additional upgrading if any other modernisation works are required.</p> <p>The sanitary fittings appeared in fair order consistent with age.</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>	
	<h2 style="margin: 0;">Heating and hot water</h2>	
Repair category	1	
Notes	<p>The central heating system is assumed to have been suitably serviced throughout its history and a copy of relevant documentation in this regard should be obtained prior to purchase. This is assumed to be in order.</p> <p>The central heating system and gas fittings should all be checked and serviced in the normal manner. In the interests of safety it would be prudent to have all gas appliances checked by a Gas Safe registered tradesman.</p>	



Drainage

Repair category	1
Notes	The property is thought to be connected to a main sewer. There was no surface evidence to suggest the system is choked or leaking.

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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	-
Communal areas	-
Garages and permanent outbuildings	2
Outside areas and boundaries	2
Ceilings	2
Internal walls	1
Floors including sub-floors	1
Internal joinery and kitchen fittings	1
Chimney breasts and fireplaces	1
Internal decorations	1
Cellars	-
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			
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	X	No	
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	X	No	
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

We are unaware of any adverse planning proposals affecting the subjects although this should be confirmed by obtaining a Property Enquiry Certificate.

Absolute Ownership assumed. We are unaware of any easements, servitudes or rights of way which may adversely affect the property. This point should be confirmed by reference to the Title Deeds.

It is recommended that where repairs, defects or maintenance items have been identified, particularly categorised as a 2 or 3, interested parties make appropriate enquiries in order to satisfy themselves of potential costs and the extent of the works required prior to submitting a legal offer 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. You should clarify from your legal advisor the extent of common repair liability.

The solicitor or licenced conveyancer should obtain relevant documentation in respect of advised specialist treatment works and retrospective insulation.

Estimated reinstatement cost for insurance purposes

£350,000

It is assumed that insurance cover is obtainable on normal terms. The guidance figure is the estimate of costs for reinstating the subjects as at the date of inspection based on information provided by the Building Cost Information Service (BCIS). It is recommended that this figure is kept under regular review to ensure that you have adequate insurance cover. We are of the opinion that the subjects should be insured for buildings reinstatement purposes for a sum of not less than **£350,000** (Three Hundred and Fifty Thousand Pounds Sterling).

Valuation and market comments

£130,000

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.

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 £130,000(One Hundred and Thirty Thousand Pounds Sterling).

Report author	Lesley Gardner
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Address	76 Causeyside Street, Paisley. PA1 1YP.
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Signed	
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Date of report	19/3/2024
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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.

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:

- 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
- 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 on our website.

DRAFT

Mortgage Valuation Report for Home Report



Source: G+S Home Report

Seller Name

Reference

1) Property Details

House Name

Number / Ext

Street

Area

Town

Postcode

2) Description of property

Property Type

House Type

Floor number of subject property

Year Built

Non Traditional Construction?

No. of floors in block

(*Specify under general comments)

No. of flats in block

3) Accommodation - give number of:

Receptions

Bedrooms

Kitchens

Bathrooms

Total Inside W.C.s

No of floors

Other

Garage(s)

Outbuildings

Garden

4) Tenure

If Leasehold, years unexpired:

Any known or reported problems with onerous or unusual ground rent or service charges?

Owner occupied Tenanted Vacant

If part tenanted, please give details

5) Subsidence, Settlement and Landslip

Does the property show signs of, or is the property located near any area subject to landslip, heave, settlement, subsidence, flooding or mining?

If yes, please clarify

6) Condition of Property

Are essential internal repairs required?

Yes No

Are essential external repairs required?

Yes No

Should the repairs be effected before the advance is made?

Yes No

Is a mortgage retention recommended?

Yes No

If the answer to any of the above questions is Yes, please provide further detail:



7) Services Mains water Mains drainage Electricity Gas Central heating

8) Insurance Reinstatement Value

Total area of all floors measured internally (m²)

Cost of rebuilding inc. demolition, site clearance, professional fees, local authority requirements and main building (inc all other structures within the site boundaries unless specifically excluded)

9) Market Valuation for Mortgage Purposes (Assuming Vacant Possession)

Comment on mortgageability

The property would in our opinion form suitable security for normal loan purposes at the stated figure of value. This will be subject to individual lenders loan criteria which may vary.

Valuation in present condition:

Valuation on completion of any works required under Question 6:

10) General Comments

Please advise of any special features of the property and/or the location, which affects the property.

On the date of inspection the block and flat were both seen to be of satisfactory condition this bearing in mind their age and nature of construction. Notwithstanding elements of the fabric are ageing or are in need of repair with future capital expenditure to be anticipated.

We are unaware of any adverse planning proposals affecting the subjects although this should be confirmed by obtaining a Property Enquiry Certificate.

Absolute Ownership assumed. We are unaware of any easements, servitudes or rights of way which may adversely affect the property. This point should be confirmed by reference to the Title Deeds.

It is recommended that where repairs, defects or maintenance items have been identified, particularly categorised as a 2 or 3, interested parties make appropriate enquiries in order to satisfy themselves of potential costs and the extent of the works required prior to submitting a legal offer 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. You should clarify from your legal advisor the extent of common repair liability.

The solicitor or licenced conveyancer should obtain relevant documentation in respect of advised specialist treatment works and retrospective insulation.

IMPORTANT - THIS IS A CONFIDENTIAL REPORT PREPARED FOR MORTGAGE PURPOSES.

Certificate: I have personally inspected the property described herein and confirm adequate professional indemnity cover is held.

Signature

Company / Firm Name

Office Name

Office Addr1

Office Addr2

Area

Town

Postcode

Tel no

Valuer name and qualification
For and on behalf of Graham + Sibbald LLP

Date of inspection

Date of report

MORTGAGE VALUATION - CONDITIONS OF ENGAGEMENT



In these Terms and Conditions of Engagement, the following expressions shall have the following meanings:

"Agreement" means these Terms and Conditions of Engagement, the Instructions and the confirmation letter issued by Graham + Sibbald.

"Client"/"you"/"your" means the person, firm, company, organisation or other entity engaging Graham + Sibbald to provide the inspection services.

"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).

"Graham + Sibbald"/"we"/"us"/"our" means 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.

"Instructions" means the written or verbal instructions by the Client to Graham + Sibbald, which appoint Graham + Sibbald to provide the inspection services.

"Property" means the property identified and described in the Instructions.

"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.

A valuation for mortgage is a limited inspection and report produced for building societies, banks and other lenders to enable them to make a lending decision. IT IS NOT A SURVEY. Unless otherwise stated the date of valuation will be the date of inspection.

This report is used to guide the lender on the market value of the Property for mortgage purposes and is carried out for this purpose alone. Although the inspection will be carried out by a valuer who will usually be a qualified surveyor it is not a detailed inspection of the Property, and only major visible defects will be noted. Subject to reasonable accessibility, the roof space is inspected only to the extent visible from the access hatch without entering it. The surveyor will not inspect under floor areas, communal roof space or other parts not readily accessible. The exterior and roof of the Property will be inspected from ground level only from within the boundaries of the site and adjacent/communal public areas. The area of the Property will be taken into account, and the rooms individually inspected, but floor coverings and furniture will not be moved. Services (such as water, gas, electricity and drainage) will not be tested and we will not advise as to whether these comply with regulations in respect of these services.

The surveyor may recommend that a part of the mortgage be retained by the lenders until such time as particular repair works are carried out. Similarly, the report may suggest that the borrower should undertake to carry out certain repairs or commission more extensive investigation where hidden defects are suspected since these may have a material effect on the value of the Property. If a retention is recommended then the figure should not be regarded as an estimate of repair costs. Its purpose is to protect the interests of the lending institution. It is recommended that detailed estimates be obtained before proceeding with the purchase. Attention is drawn to the fact that if a subsequent transcription of this report is prepared on a lenders form, then in order to comply with the lenders specific requirements, the wording or phraseology may differ. Many people rely on the mortgage valuation certificate in the mistaken belief that it is a detailed survey. The report is often made available to house buyers by lenders, but this does not mean that it should be relied upon as a report on the condition of the building.

The definition of 'market value' is the estimated amount for which a Property should exchange on the date of valuation, between a willing buyer and a willing seller in an arms-length transaction after proper marketing wherein the parties had acted knowledgeably, prudently and without compulsion. For the purpose of this market value the surveyor has assumed that vacant possession will be provided. Unless otherwise stated the surveyor has valued the interest on a comparable basis.

The inspection that has been undertaken should not be regarded as a survey. The surveyor did not inspect parts of the Property which were covered, unexposed or inaccessible and are therefore unable to report that any such part of the Property is free from defect. Defects which are not considered materially to affect the value of the Property or other matters which would be attended to during maintenance, may not have been mentioned. If defects have been mentioned in this report, they should be regarded as indicative and not exhaustive. For the purposes of this valuation the surveyor assumes that all uninspected areas are free from defect which would have a material effect on value.

In accordance with our normal practice, we must state that this report is for the use only of the party to whom it is addressed or their named client and no responsibility is accepted to any third party for the whole or any part of its content.

In addition, we would bring to your attention that neither the whole nor any part of this report, nor any reference thereto, may be included in any document, circular or statement without prior written approval of the form and context in which it will appear.

The surveyor shall, unless otherwise expressly agreed, rely upon information provided by the Client and/or the Client's legal or other professional advisers relating to tenure, leases and all other relevant matters.

For the purposes of this valuation the surveyor has assumed that all ground burdens are nominal or have been redeemed and that there are no unusual outgoings or onerous restrictions contained within the titles of which we have no knowledge. The surveyor has further assumed that the subjects are unaffected by any adverse planning proposals.

Unless otherwise stated, it is assumed that all the required valid planning permissions and statutory approvals for the building and for their use, including any recent or significant extensions or alterations, have been obtained and complied with. It has been further assumed that no deleterious or hazardous materials or techniques have been used in the construction of the subject and that there is no contamination in or from the ground or from the immediate surrounds.

The surveyor will not carry out an asbestos inspection and will not be acting as an asbestos inspector in completing a valuation inspection of Property that may fall within the Control of Asbestos Regulations 2012. No enquiry of the duty holder, as defined in the Control of Asbestos Regulations 2012, of the existence of an asbestos register, or of any plan for the management of asbestos will be made. Your legal adviser/conveyancer should confirm the duty holder under these regulations, the availability of an asbestos register and the existence and management of any asbestos containing materials. For the purposes of this valuation, the surveyor has assumed that there is a duty holder, as defined in the Control of Asbestos Regulations 2006, and that a register of asbestos and effective management plan is in place which does not require any immediate expenditure or pose a significant risk to health or breach the HSE Regulations.

The surveyor confirms that this mortgage valuation is prepared in accordance with the RICS Valuation - Global Standards 2017 and incorporating IVSC International Valuation Standards and, unless otherwise stated, we are External Valuers as defined therein. Further information may also be obtained from the Royal Institution of Chartered Surveyors in Scotland, 10 Charlotte Square, Edinburgh EH2 4DR.

As part of this remit, the surveyor may, where he/she feels qualified and experienced to do so, provide general comment on standard appropriate supplementary documentation, presented to us by the Client's lender and conveyancer. In the event of a significant amount of documentation being provided to us, an additional fee may be incurred. Any additional fees will be agreed with you in advance.

We confirm that Graham + Sibbald operates formal procedures to deal with complaints from clients in accordance with By-law 19, Regulation 2.7 of the Royal Institution of Chartered Surveyors Rules of Conduct and Disciplinary Procedures. A copy of this procedure is available on request.

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.

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.

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 available via our website.