

DRAFT

66 Mill Court
Rutherglen
Glasgow
G73 2SF

DRAFT

single survey

survey report on:

Property address	66 Mill Court Rutherglen Glasgow G73 2SF
Customer	Michelle Van Aswegen
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	<p>The property under report comprises a purpose built flat situated on the ground floor of a 4-storey block comprising 12 similar flatted dwellings, constructed by the Local Authority originally for letting purposes.</p> <p>The property can be accessed via secured entry communal close without lift access.</p>
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Accommodation	<p>The internal accommodation comprises of the following:-</p> <p>All on one level: Entrance hallway, living room with kitchen off, three bedrooms and bathroom.</p>
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Gross internal floor area (m²)	84 sq.m or thereby.
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Neighbourhood and location	<p>The property is situated within an established residential area of an ex-Local Authority nature where surrounding properties are of a similar age and style. Local amenities and public transport routes can be found within a short distance.</p>
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Age (year built)	Circa 1970.
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Weather	It was dry and overcast at the time of our inspection.
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Chimney stacks	Not applicable.
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Roofing including roof space	<p>The roof is of mono-pitched design clad with concrete interlocking tiles incorporating a flat section over the communal close. We are unable to confirm the flat roof covering due to the nature of design although assume the covering to be of bitumen felt sheeting, commensurate with age.</p> <p>The access hatch within the top floor communal drying area was padlocked and therefore restricted our inspection of the communal roof void.</p> <p>Sloping roofs were visually inspected with the aid of binoculars where appropriate.</p>
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Rainwater fittings	<p>The rainwater fittings are formed in a combination of cast iron with modern PVC replacements. It should be appreciated that sections of the rainwater fittings run internally to the structure. Concealed sections were not inspected and cannot be commented upon.</p> <p>Visually inspected with the aid of binoculars where appropriate.</p>
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Main walls	<p>The main walls are of cavity blockwork construction with a render, facing brick and roughcast finish.</p> <p>There is evidence of cavity wall insulation being present.</p> <p>Visually inspected with the aid of binoculars where appropriate. Foundations and concealed parts were not exposed or inspected.</p>
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Windows, external doors and joinery	<p>The windows throughout the property are of replacement uPVC double glazed style.</p> <p>The entrance door is of uPVC double glazed 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>Not applicable.</p>
Conservatories / porches	<p>Not applicable.</p>
Communal areas	<p>The external fabric of the block is understood to be communal as well as the close, stairwell, internal communal drying areas and surrounding grounds.</p> <p>Circulation areas visually inspected.</p>
Garages and permanent outbuildings	<p>Not applicable.</p>
Outside areas and boundaries	<p>Communal garden grounds surround the block with undefined and open boundaries.</p> <p>Visually inspected.</p>
Ceilings	<p>The ceilings within the property are of plaster on hard design.</p> <p>Visually inspected from floor level.</p>

Internal walls	<p>The internal walls within the property are of plaster on hard and plasterboard 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>The flooring throughout the property is of suspended timber joist construction with a timber overlay. 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.</p> <p>We were unable to gain access to the sub-floor area due to the presence of fitted floor coverings.</p> <p>Surfaces of exposed floors were visually inspected. No carpets or floor coverings were lifted.</p> <p>Physical access to the sub floor area may be taken if the Surveyor deems it is safe and reasonable to do so , and subject to a minimum clearance of 1m between the underside of floor joists and the solum as determined from the access hatch.</p>
Internal joinery and kitchen fittings	<p>The internal doors are of timber construction.</p> <p>The skirting boards and door mouldings are of timber construction.</p> <p>The kitchen has been equipped with a range of fitted floor and wall mounted units.</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>Not applicable.</p>

Internal decorations	<p>The internal decoration is predominately painted and wallpapered with pointed tile finishes present within the kitchen and bathroom.</p> <p>Visually inspected.</p>
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Cellars	<p>Not applicable.</p>
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Electricity	<p>Mains supply connected.</p> <p>The consumer unit and meter are situated within the entrance hallway cupboard.</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 connected.</p> <p>The gas meter is situated within the kitchen.</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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<p>Water, plumbing, bathroom fittings</p>	<p>Mains supply connected.</p> <p>Where visible, the plumbing within the property has been formed in copper, steel and PVC.</p> <p>The bathroom comprises an electric shower over bath, wash-hand basin and WC.</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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<p>Heating and hot water</p>	<p>The subjects benefit from a gas fired combination boiler, wall-mounted within the entrance hallway cupboard. This serves steel panelled radiators and hot water throughout the property.</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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<p>Drainage</p>	<p>Assumed to be gravity fed to the Local Authority mains sewer.</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.</p> <p>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

Our inspection of the roof and its coverings was severely restricted to a ground/street level basis due to the shallowness of the pitch and boundary line constraints. We are unable to confirm the flat roof covering due to the nature of design. The access hatch within the top floor communal drying area was padlocked and therefore restricted our inspection of the communal roof void.

At the time of our inspection, the property was occupied, furnished and had floors covered. 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 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.

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.

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.

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.

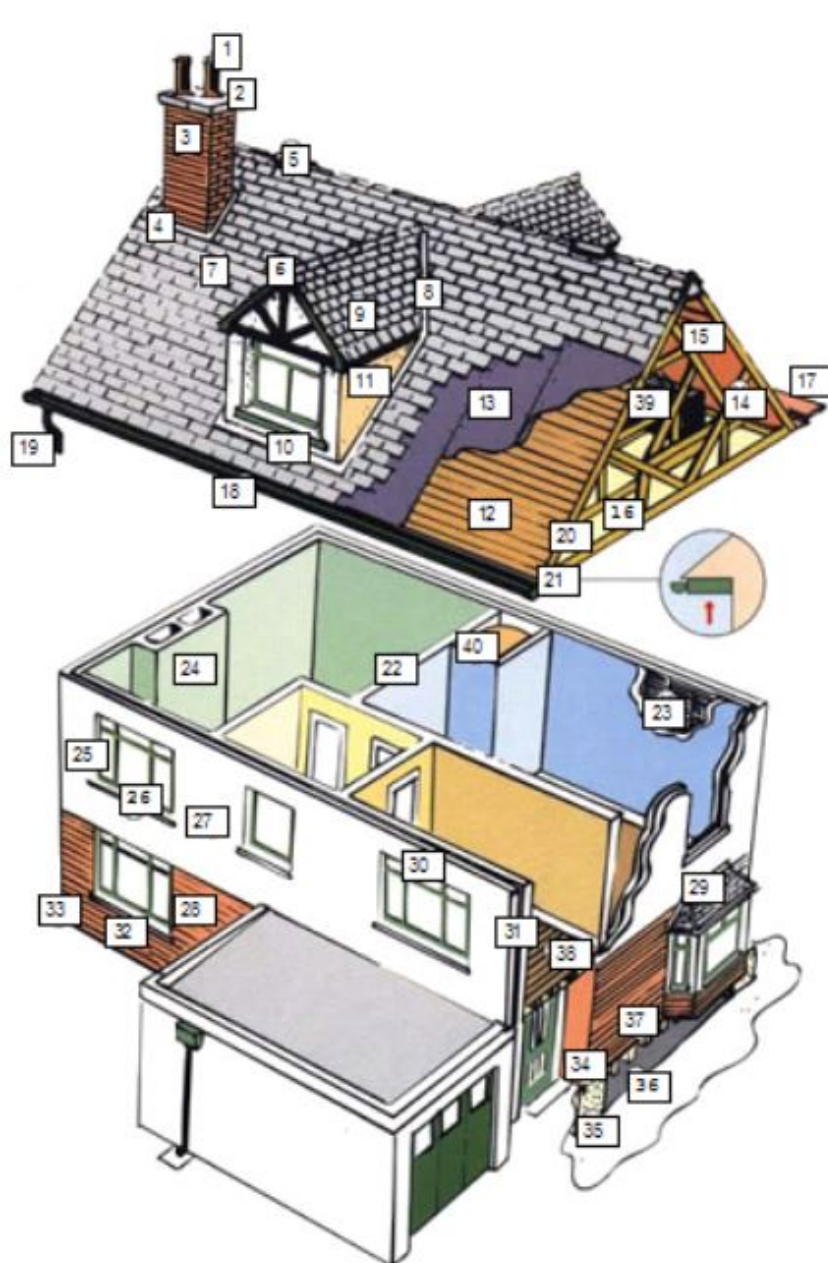
No inspection for Japanese Knotweed was carried out and unless otherwise stated for the purpose of this report, it is assumed that there is no Japanese Knotweed within the boundaries of the property or neighbouring properties.



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.

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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	3	
Notes	High moisture readings were obtained to multiple areas within the property. It is recommended that a reputable timber/damp specialist firm be employed to carry out a detailed inspection of the entire subjects and thereafter implement all necessary remedial works under cover of long term guarantee.	
	Chimney stacks	
Repair category	-	
Notes	Not applicable.	
	Roofing including roof space	
Repair category	2	


Notes	Cracked and missing sections of tiling are evident to the roof although not located above the subjects. The general roof coverings are 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	Whilst it was not raining during the course of our inspection, the rainwater fittings generally appeared in fair order (where modernised) although sections of the cast iron fittings were noted to be corroded on the external surface. This is not inconsistent with age though budgeting for repair would be prudent.
	Main walls
Repair category	2
Notes	The outer walls are weathered and attention is required to the external finishes, most notably the roughcast. Repairs in this regard should be envisaged as part of an ongoing communal maintenance programme.
	Windows, external doors and joinery
Repair category	2
Notes	<p>The windows were found to be in fair condition overall, though external mastic pointing requires repair and are now of an age and style where it would be prudent to budget for a higher frequency of repairs with eventual renewal. Double glazed windows may be prone to misting/interstitial condensation which can be more evident and can change in certain temperatures/weather conditions.</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>
	External decorations

Repair category	-
Notes	Not applicable.
	Conservatories / porches
Repair category	-
Notes	Not applicable.
	Communal areas
Repair category	2
Notes	The internal circulation areas were noted to be in generally fair order although we would recommend cosmetic repairs to a number of areas within the communal close. This is not inconsistent with its age and style of construction.
	Garages and permanent outbuildings
Repair category	-
Notes	Not applicable.
	Outside areas and boundaries
Repair category	1
Notes	The boundaries appear undefined. You should verify with your conveyancer the extent of the boundaries attaching to the property.
	Ceilings
Repair category	2


Notes	<p>Within the limits of our inspection these generally appeared in fair condition consistent with age. During redecoration some plaster filling/repair may be required.</p> <p>Some decorative surfaces are finished with an Artex type product. Early forms of Artex may incorporate small amounts of asbestos based bonding materials and therefore specialist advice should be obtained prior to working on these areas to minimise the risk of releasing hazardous fibres.</p>
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	<h2 style="margin: 0;">Internal walls</h2>
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Repair category	2
Notes	<p>The internal walls are largely covered with decorative finishes. During routine redecoration some plaster filling may be necessary.</p> <p>Please refer to the commentary provided within Dampness, Rot and Infestation. Further investigation is required.</p>





	<h2 style="margin: 0;">Floors including sub-floors</h2>
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Repair category	1
Notes	<p>Areas of loose/uneven flooring were noted.</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 style="margin: 0;">Internal joinery and kitchen fittings</h2>
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Repair category	1
Notes	<p>The internal joinery is generally in keeping with the age and type of property and appeared in fair condition consistent with age. We are unable to confirm the presence of safety glass above the internal doors.</p> <p>The kitchen units are of a modern type and appeared in adequate condition for their age and purpose. Localised wear and tear is evident to the kitchen counter.</p>

	<h2 style="margin: 0;">Chimney breasts and fireplaces</h2>
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Repair category	-
Notes	Not applicable.
	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	Not applicable.
	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>
	Gas
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>

	Water, plumbing and bathroom fittings
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Repair category	2
Notes	<p>The plumbing and fittings appear of copper/pvc piping where seen and appeared in serviceable condition but was not tested.</p> <p>Sanitary goods are showing typical signs of age related wear and tear. As such there is an increased risk of water spillage to concealed areas and it would be prudent to ensure these are maintained in a watertight condition.</p>

	Heating and hot water
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Repair category	2
Notes	The central heating boiler is semi modern and replacement is likely to be required in the foreseeable future. This should be checked by a Gas Safe registered tradesman.

	Drainage
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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.

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	3
Chimney stacks	-
Roofing including roof space	2
Rainwater fittings	2
Main walls	2
Windows, external doors and joinery	2
External decorations	-
Conservatories / porches	-
Communal areas	2
Garages and permanent outbuildings	-
Outside areas and boundaries	1
Ceilings	2
Internal walls	2
Floors including sub-floors	1
Internal joinery and kitchen fittings	1
Chimney breasts and fireplaces	-
Internal decorations	1
Cellars	-
Electricity	2
Gas	1
Water, plumbing and bathroom fittings	2
Heating and hot water	2
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 Floor.			
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

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.

We assume that the carriageways etc., ex adverso the subjects are the responsibility of the Local Authority. It is also assumed that any new access roads, footpaths etc., will be private and will be brought up to adoption standards and liability thereafter will be shared according to use.

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

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.

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 property is located within a mining area where past underground mineral workings have been undertaken. We would therefore recommend that a mining report be obtained from the Coal Authority to ascertain the proximity of such mine working.

During the course of our inspection, the property was tenanted. We have not undertaken any further enquiry with regards to the lease agreement and have assumed that the occupational lease is on a Private Residential Tenancy basis or similar with vacant possession being readily obtainable, subject to appropriate grounds and notice.

Our valuation is subject to review upon receipt of a satisfactory timber and damp specialist report.

Estimated reinstatement cost for insurance purposes

£230,000

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 £230,000.

(Two Hundred and Thirty Thousand Pounds Sterling)

Valuation and market comments

£80,000

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 £80,000.

(Eighty Thousand Pounds Sterling)

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.

Our valuation is subject to review upon receipt of a satisfactory timber and damp specialist report.

Report author

Luca Mancini, BSc (Hons) MRCIS

Address

Barncluth Business Centre, Townhead Street, Hamilton. ML3 7DP

Signed

Date of report

23/4/2024

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.

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:

- (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 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

During the course of our inspection, the property was tenanted. We have not undertaken any further enquiry with regards to the lease agreement and have assumed that vacant possession is readily obtainable.

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

There is evidence of settlement in the building noted. This is not inconsistent with a property of this age and type and is considered longstanding.

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:

High moisture readings were obtained to multiple areas within the property. It is recommended that a reputable timber/damp specialist firm be employed to carry out a detailed inspection of the entire subjects and thereafter implement all necessary remedial works under cover of long term guarantee.

A copy of the specialist report should be forwarded to ourselves for review and comment. We reserve the right to amend our valuation figure subject to the receipt of an acceptable timber and damp specialist report.



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

In our opinion, the property forms suitable security for loan purposes subject to specific lender's 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.

The valuation figure is reflective of the overall condition as apparent at the time of inspection.

The property under report comprises a purpose built flat situated on the ground floor of a 4-storey block comprising 12 similar flatbed dwellings, constructed by the Local Authority originally for letting purposes. The property can be accessed via secured entry communal close without lift access.

The property is situated within an established residential area of an ex-Local Authority nature where surrounding properties are of a similar age and style. Local amenities and public transport routes can be found within a short distance.

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.

We assume that the carriageways etc., ex adverso the subjects are the responsibility of the Local Authority. It is also assumed that any new access roads, footpaths etc., will be private and will be brought up to adoption standards and liability thereafter will be shared according to use.

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

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.

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 property is located within a mining area where past underground mineral workings have been undertaken. We would therefore recommend that a mining report be obtained from the Coal Authority to ascertain the proximity of such mine working.

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	Graham + Sibbald LLP
	Office Name	Hamilton
	Office Addr1	Barncluith Business Cent
	Office Addr2	Townhead Street
	Area	
	Town	Hamilton
	Postcode	ML3 7DP
	Tel no	01698 422500

Valuer name and qualification Luca Mancini BSc (Hons) MRICS
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.