

JOB REFERENCE: XXXX

# PROPERTY REPORT AND NEGOTIATION DOCUMENT

XXXX  
XXX  
XXX  
Swanley  
Kent  
BR8 XXX



FOR  
Mrs X

Prepared by:  
XXXX  
INDEPENDENT CHARTERED SURVEYORS

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## **INTRODUCTION**

We have been instructed to inspect and prepare a Property Report and Schedule of Condition for:

The XXX Public House  
XXX  
XXXX  
Swanley,  
Kent, BR8 XXX

We inspected the property on XXXX

### **Property Report**

This Property Report gives you advice on what we consider are the key property issues however there may be other issues that you also consider are important. We have usually taken these into consideration during the course of our investigations and would be more than happy to comment and ask that you raise these issues before you commit to purchase the lease.

### **Schedule of Condition**

The Schedule of Condition that is sent as a separate document relates to the lease you are considering and helps protect you against future liabilities from dilapidations claims if legally appended to the lease.

#### Dilapidations defined:

Dilapidations is a legal claim against you with regard to the covenants within your lease which you have not kept to the standard required by the lease. The covenants typically divide into Repair, Redecoration, Reinstatement and Statutory Regulations. Your Legal Advisor should fully inform you about Dilapidations claims.

### **Full Repairing and Insuring Lease**

We have not seen a copy of the lease. We assume the property is being let on a standard Full Repairing and Insuring Lease (known as a FRI lease) and that any unusual or onerous clauses will be brought to our attention by your solicitor before legal commitment to purchase the lease.

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## **Everything is negotiable**

Remember with the purchase of a lease y everything can be negotiated. Our golden rule is always to negotiate slowly and carefully as what is agreed at the start of the lease is generally what any future negotiations are based upon so it is so important to get it right at the start.

## **Existing dilapidations liability**

We assume the existing dilapidations liability will be met/carried out by the existing leaseholder or suitable negotiation takes place to reduce the cost of the lease/the rent.

The Schedule of Condition that we've forwarded to you is often part of a negotiations process and it may be queried/challenged by the leaseholder and/or the freeholder/landlord and their agents and representatives. We are more than happy to work with you during this negotiation process.

## **Condition of the building is not up to Full Repairing and Insuring standard**

Even with a newly refurbished building there will be elements that are not new. We very often find refurbishments focus on the areas that can be see, such as the bar areas and the other areas tend to get left or put on a low budget or next to no budget.

We also attach a Schedule of Condition, which we recommend you use to negotiate with.

## **Queries regarding Schedules of Conditions**

We have over the years found that our Schedules of Conditions are often queried and challenged by developers/freeholders/landlords/their agents and representatives and we consider this to be a normal part of the property negotiation process and we are more than happy to work with you during these negotiations.

## **Terms and Conditions**

This work has been carried out as per our standard Terms and Conditions of Contract, which have been emailed to you as part of the confirmation of our instructions. If you would like further clarification please do not hesitate to contact us.



## SYNOPSIS

## SITUATION AND DESCRIPTION

This is a detached public house that has been altered and extended and amended over the years with rear single storey extensions and alterations internally and additions for the private living accommodation.

We believe the property was built in the mid1900's; it is very difficult to advise exactly when it was built as there have been so many changes and alterations over the years. If the exact age of the property interests you your Legal Advisor may be able to find out more information from the Deeds.

We have carried out a brief inspection to ascertain if the building is listed via the HistoricEngland.org.uk and BritishListedBuildings.co.uk websites. We have found it not to be recorded as listed.

**ACTION REQUIRED:** Your legal adviser needs to check and confirm all of the above.

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**Location Plans**



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# REPORT FORMAT

To help you understand our Report we utilise various techniques and different styles and types of text, these are as follows:

## GENERAL/HISTORICAL INFORMATION

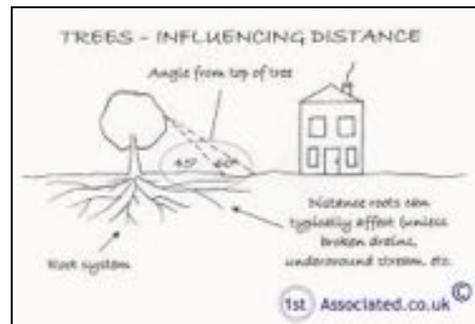
*This has been given in the survey where it is considered it will aid understanding of the issues, or be of interest. This is shown in "italics" for clarity.*

## TECHNICAL TERMS DEFINED

Throughout the Report, we have endeavoured to define any technical terms used. This is shown in "Courier New" typeface for clarity.

## A PICTURE IS WORTH A THOUSAND WORDS

We utilise photographs and sketches to illustrate issues or features. In some photographs a pencil, pen, circle or arrow has been used to highlight a specific area. The sketches are not 100% technically accurate; we certainly would not expect you to carry out work based upon the sketches alone.



Influencing distance of trees

## ORIENTATION

Any reference to left or right is taken from the front of the property, including observations to the rear, which you may not be able to physically see from the front of the property.

## ACTION REQUIRED AND RECOMMENDATIONS

We have used the term **ACTION REQUIRED** where we believe that there are items that you should carry out action upon or negotiate upon prior to purchasing the lease.

Where a problem is identified, we will do our best to offer a solution. However, with most building issues, there are usually many ways to resolve them dependent upon cost, time available and the length of time you wish the repair/replacement to last.

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## SUMMARY OF CONSTRUCTION

### External

Chimneys:

Left: Brick chimney  
Right: Render finished chimney

Main Roof: Hipped, clad with slate

Roof Structure: Cut timber roof with amendments

Low Level Pitched Roofs:

Front: Pitched, clad with slates  
Rear Right: Pitched, clad with slates with valley gutter  
Rear Left: Pitched, clad with concrete tiles

Flat Roofs:

Front entrance: Flat, covered in felt  
Left Roof over Private Living Accommodation:  
Rear Left over kitchen: Flat, covered in aspahtl  
Middle hidden roof over toilet/bar area: Hidden flat roof, covered in felt

Gutters and Downpipes: Plastic

Soil and Vent Pipe: Plastic

Walls: Painted Brickwork  
Painted Render (all assumed)

Fascias and Soffits: Painted timber

External detailing:

Windows: Plastic double glazed  
Painted timber windows

Doors: Timber

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## Internal

Ceilings:	Originally lath and plaster, much of it replaced with plasterboard (assumed)
Perimeter Walls:	Predominantly dry lined to first floor (assumed)
Internal Walls	Mixture of solid and studwork (assumed)
Floors: Basement:	Concrete (assumed)
Ground Floor:	Part joist and floorboards over cellar area, part concrete (assumed)
First Floor:	Joist and floorboards with embedded timbers (assumed)

## Services

We believe that the property has a mains water supply, drainage, electricity and gas (all assumed). We have not turned any services on or tested the services.

Heating:	There are two Heat Line boilers located in the right hand store area to cellar.
Electrics:	The electrics are dated and are located in the kitchen and within the cellar.
Gas:	The consumer unit is located within the cellar.
Drainage:	The manholes are located to the rear of the property, the manholes have not been opened up.

We have used the term 'assumed' as we have not opened up the structure.

**ACTION REQUIRED:** Your Legal Advisor should check all the above and advise us of any further information they require before legal commitment to purchase the lease.

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**EXTERNAL PHOTOGRAPHS**



Front view



Rear view



Left view



Right view



Parking rear right



Beer garden and play area  
rear left

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## **EXECUTIVE SUMMARY**

Summaries are not ideal as they try to précis often quite complex subjects into a few paragraphs. This is particularly so in a summary about someone's future business when we are trying to second-guess what your priorities are, so it is important the Report is read in full.

It is inevitable with a report on a building of this nature that some of the issues we have focussed in on you may dismiss as irrelevant and some of the areas that we have decided are part of the 'character' of this property you may think are very important. We have taken in the region of 500 photographs (a CD copy of all photographs is enclosed) during the course of this survey and many pages of notes, so if an issue has not been discussed that you are interested in or concerned about, please phone and talk to us before you purchase the lease (or indeed commit to purchasing the lease), as we will more than likely have noted it and be able to comment upon it. If we have not we will happily go back. Having said all of that, here are our comments:

When taking on a lease we believe there are three key areas that you need to consider, these are:

### **The Business**

Only you can decide upon the true potential of this property for your future business and its value to you; as you have worked in the property this should help although we do recommend taking independent advice on the market value and this identifies what the typical user would pay.

From what we understand you have been running/working in the pub for quite a while and therefore you will be able to assess the business as it is and decide upon the true potential and its value to you.

It may also be prudent to take independent advice on the market value and identify what the typical user would pay bearing in mind the comments we have made within this report.

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## **The Lease**

The quality of the lease needs to be discussed with your Legal Advisor and understood. You need to understand your rights, responsibilities and liabilities when you sign for a lease of this nature.

**ACTION REQUIRED:** We ask that your Legal Advisor brings any onerous or unusual clauses to your and our attention before legal commitment to purchase. For the purpose of this report we have assumed this is a standard full repairing and insuring Lease.

## **The Property**

There are many aspects to look at property-wise, both from its condition at the moment, to its condition in relation to the lease and its future condition.

## **Schedule of Condition recommended**

You are currently reading the Property Report, which is intended to advise you on the property element of the purchase. We will also provide you with a Schedule of Condition, which will enable you to agree with the Landlord the condition of the property when you start to lease it and should be signed and appended to the lease.

## **Only one opportunity to negotiate**

We would remind you that you only have one chance to negotiate the rent price correctly at the start of the lease. The rent agreed at the start of the lease will affect all future rent reviews so ensure you are paying the market rent/the lowest rent possible and be aware that rent free periods, stepped rents, etc do not lower the rent value. You also need to ensure that the Schedule of Condition is appended to the Lease to minimise future repair liability.

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## **The Summary**

The Summary is divided into the good, bad and the ugly or as we have titled the sections here plus points, medium priority and high priority. This is to enable you to get a better understanding of the potential and issues with the property.

## **Plus Points**

*Survey reports often are full of only the faults and general 'doom and gloom', so we thought we would start with some positive comments on the property!*

To summarise these into plus points:

- 1.0) You presently work in the pub so are familiar with the business to some extent and we assume you know the customers; you certainly seemed to know a lot of people on the day that we visited.
- 2.0) Also, to some extent you are familiar with the property. However you are taking on a lease which is a Full Repairing and Insuring lease which is a fairly onerous lease so you need to ensure that you understand the lease from our report and from discussions with your legal advisor.

We are sure you can think of other things to add to this list.

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## **Medium Priority**

*Problems / issues raised in the 'medium priority' section are usually solvable, but often need negotiation upon. However, a large number of them may sometimes put us off the property.*

### **1.0) General condition not to FRI Lease standards**

We would advise that the property is not to typical Full Repairing and Insuring lease standards as inspected at the time of our survey which means there is work to be carried out by the existing leaseholder and/or the landlord.

We would add that typically a Full Repairing and Insuring lease requires full repair and redecoration when the lease comes to an end or months before known as yielding up or giving the property back. Repairs and redecoration have clearly not taken place recently and we believe that these have not taken place regularly during the course of the Lease and are typical clauses in a Full Repairing and Insuring Lease.

We have detailed items within the Schedule of Condition which we do not believe are to the standard set within typical covenants (terms and conditions of the lease) as the property stands. We also add that we do not believe that cyclical redecoration has been carried out externally or internally during the course of the present Lease.

**ACTION REQUIRED:** We would not take on this Lease without a Schedule of Condition being legally appended to the Lease and the condition of the property being agreed and understood with the Landlord and their Legal Advisors.

In this case we would be looking for a reduction in the Lease value and Lease rent and as mentioned we would not consider taking on the Lease without a Schedule of Condition legally appended to the Lease.

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## 2.0) Roof

The main pitched hipped slate roof has had long term problems, we can see this from the propping of the timber within the roof structure particularly to the left side. There also appears to be general damage to the timber including wet rot and woodworm and also there looks to have been a fire or there is a defect in the chimney that is allowing smoke into the roof. The roof is in a relatively poor condition, ideally it should be excluded from the lease.



Problems to slate roof on left side



Problems with roof to the rear



Props



Fire damage/chimney smoke



Woodworm

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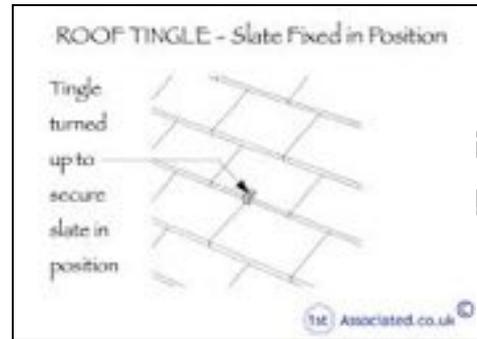
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In addition to this there are a lot of tingles to the slates indicating that there may be problems with the nails rusting.



Roof tingles



Roof tingle

**ACTION REQUIRED:** We recommend that the roof area is excluded from the lease or completely refurbished by the property owners or the present leaseholders.

**ANTICIPATED COST:** £7,500 - £15,000, it is likely to need full scaffolding to allow access to carry out the works to the roof. It is not simply a case of re-slating the roof, it also needs to have strengthening to the timbers beneath or should we say further strengthening as it has already had strengthening work; please obtain quotations.

### 3.0) Valley gutter

To the rear of the property is a valley gutter, we can see this has been repaired. It appears to be leaking into the pub, both where the valley is and also where the roof meets the flat roof to the rear.



Leaking, painted sealer on top of lead



Leak to flat roof

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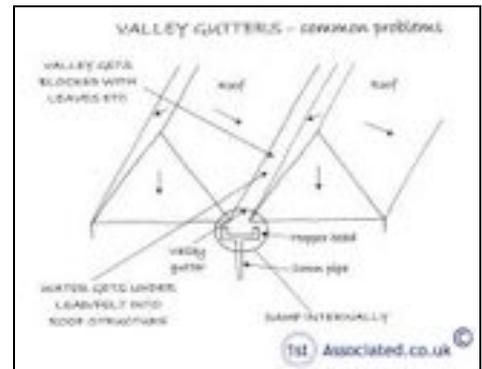
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**ACTION REQUIRED:** Repair and make watertight both the valley gutter and where it meets the flat roof.

**ANTICIPATED COST:** £2,000 - £5,000, possibly more. We would also comment that the valley gutter which looks to be in lead at the moment has already had a bitumen covering and by a repair to this we do not mean further bitumen or liquid paints, we mean replacement of the valley gutter and renewing in lead which is why we have costed this work as we have; please obtain quotations.



Valley gutter problems

Also the associated damage and deterioration needs to be repaired internally. At the time of our inspection one of the ladies toilets was closed down due to water damage

#### 4.0) Flat roofs

There are several flat roofs to the property, all in various stages of deterioration. We would comment as follows:

##### Left flat roof

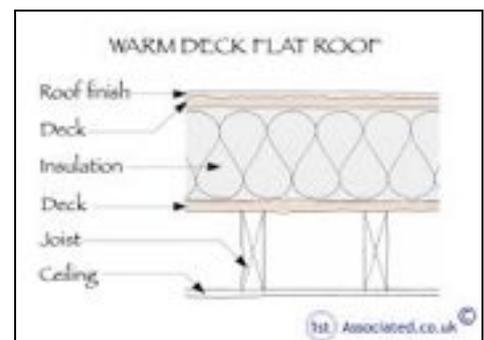
This is a flat flat roof which has above average deflection (movement) to the flat roof indicating to us either deterioration in the decking below and/or a sub-standard decking has been used.

This roof is over the access to the private living accommodation and the kitchen area. We believe that ultimately during the course of the lease this would have to be renewed and replaced to modern day standards including insulation which is often known as a warm roof construction and ventilation.



Left flat roof

**ACTION REQUIRED:** Reduction in the lease based on the future maintenance requirements/replacement.



Warm roof

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**ANTICIPATED COST:** To replace the roof £3,000 - £6,000 depending upon the amount of the existing roof that can be kept; please obtain quotations.

### **Hidden rear middle roof**



Hidden flat roof



Close up of hidden flat roof

**ACTION REQUIRED:** Please see our comments on the valley gutter where it meets the pitched roof. Also, the roof as a whole needs to be repaired/replaced. We are aware that there was some work being carried out at the time of our inspection however you do need to ensure that this is not just a sticking plaster or patchwork repair work.

### **Flat roof to front entrance area**

This is a flat flat roof which is allowing water to sit on it so you may get leaks in this area.

**ACTION REQUIRED:** Allow for replacement.

**ANTICIPATED COST:** £500 - £1,500; please obtain quotations.



Flat roof to front entrance

### **General comment on all flat roofs**

We would recommend that falls are added to the flat roofs and insulation cut to falls are added to allow the roofs to also benefit from insulation.

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## 5.0) Flashing issues

Where roofs meet walls or other roofs there should be a flashing to make a watertight seal. There looks to be problems with a number of flashings, which would benefit from work.

The lead detailing seems to generally be below standard for example to the right hand side roofs and also to the left hand chimney.



Flashing to left chimney



Flashing to right looks to be DIY standard



Repairs to flashing to rear middle pitched roof

**ACTION REQUIRED:** General repair and renewal of flashings.

**ANTICIPATED COST:** £750 - £1,500. It is important this work is carried out as for example we believe it is allowing water to get into the right hand area of the property; please obtain quotations.

## 6.0) External joinery

The external joinery is in poor condition with bare timber visible in several areas. We also, when we carried out a knife test (literally pushing a knife into the timber) found areas of wet rot.

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Bare timber visible



Timber in poor condition

**ACTION REQUIRED:** The property under most Full Repairing and Insuring leases is required to be redecorated every three to five years and also when the lease comes to an end. Repair and redecoration is now required.

**ANTICIPATED COST:** £3,000 to £6,000 depending upon the amount of repair work however this should be part of the existing leaseholder's work that should be carried out. The work should either be carried out by the leaseholder or the landlord or have a reduction in your lease cost; please obtain quotations.

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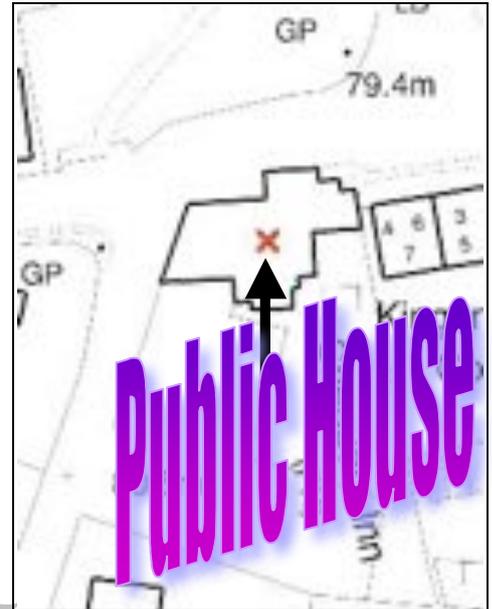


**7.0) Dampness due to high ground level/sloping site**

To the rear of the property there is a high ground level which is allowing dampness into the property. The whole of the property sits on a sloping site, sloping from the rear car park and play area/beer garden towards the road.



Sloping site



Direction of slope

You therefore need to address:

- 1) The high ground level which needs lowering



High ground level to rear of toilets and right hand storage area



High ground level

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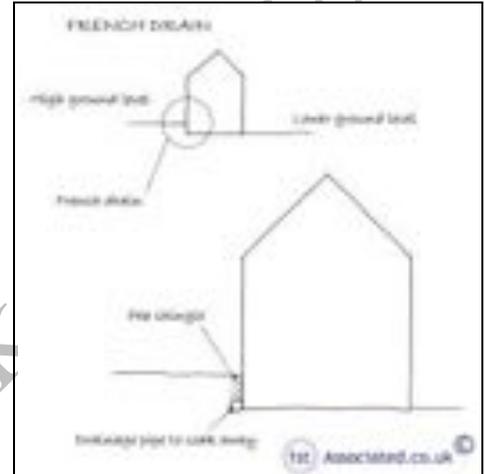
- 2) The slope of the car park and site in general which is discharging water against the rear of the property. There may be some underground streams as well from what you have said about the area in front of the pub which once had another pub on it.



Sloping site

**ACTION REQUIRED:** A very difficult problem to resolve and you may have to consider it a characteristic of this property. We believe you can reduce the amount of dampness in the following ways:

- 1) Add a French drain that has a perforated drain discharging into the main drainage system. We would also recommend a running gully is added around the outside of the base of the property as we showed you has been added to the rear left kitchen entrance area.



French drain

- 2) Allow the property to dry out as much as possible.
- 3) Currently the plaster is wet and the walls beneath and the paint/paper is coming off the walls in some areas for example in the toilets and in the rear entrance area. Once this area is dry you can re-plaster and redecorate.



Running gully to rear left

**ANTICIPATED COST:** £2,500 - £7,500; please obtain quotations.

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### 8.0) Problems with drainage/sloping site

There are a lot of stored items particularly to the left hand side of the property. We were unsure whether there was a problem with drainage or there is an overflowing manhole; we could not gain proper access to the area due to the sheer amount of stored items to the left hand side of the pub.



Stored items to left.  
Water sitting in this area.

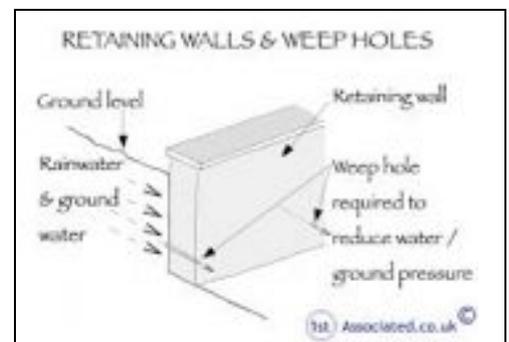


Stored items in garage

**ACTION REQUIRED:** Clear the area to check if there is a drainage problem. If there is a closed circuit TV camera report of the drains is required.

### 9.0) Retaining wall requires weep holes

Due to the sloping site that we have mentioned and the high ground levels there have been some retaining walls added to allow levelling out of areas around the pub. These retaining walls are for example to the smoking area which we are aware you want to improve. We recommend weep holes are added to these.



Add weep holes to retaining wall

**ACTION REQUIRED:** Add weep holes.

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## 10.0) Structural movement and cracking

We can see there has been movement in the property to the front right hand corner and right hand side. This may be historic and relate to ground conditions, etc.



Cracking to rear



Cracking to right at low level



Cracking to right elevation



Cracking to right elevation

**ACTION REQUIRED:** Request the existing property owner/landlord places an insurance claim, advising that the cracking has been noted by a structural surveyor (this should cost them nothing other than time to write the letter). This usually means that the insurance company will carry out a monitoring exercise (the Building Research Establishment recommend monitoring any cracks for a minimum of one year) to establish if there is any progressive movement. Your future liability will be limited to the cost of the excess on the insurance providing the insurance company is happy for you to take over the insurance claim.

Your solicitor needs to ensure this is a legally watertight process and ensure your liability is limited to paying the excess on the insurance only.

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**Structural movement to left boundary wall**

There are substantial cracks to the left hand wall which is adjacent to a footpath area.



Boundary wall



Tree to left causing damage to boundary wall

**ACTION REQUIRED:** As above, request the existing property owner/landlord places an insurance claim, advising that the cracking has been noted by a structural surveyor. Tree to be inspected and advised upon by an arboriculturalist and trimmed/maintained. Wall to be repaired and made safe and secure.

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### 11.0) Environmental health

There is a lot of dampness within the cellar area. We also believe improvements could be made to the kitchen area and would often be recommended by Environmental Health for example such things as fly screens.



Dampness



Dampness

**ACTION REQUIRED:** We would recommend you meet with the Environmental Health Officer before you legally commit to purchase the lease. It is very difficult to stop dampness coming into a below ground level cellar in the long term however there are treatments to the walls that can be made to limit the amount of dampness as long as they are regularly carried out.

### 12.0) Smokers Shelter

The roof to the smoker's area looks to be leaking and deteriorating and is DIY quality. We recommend this is replaced.



Roof to smoker's area

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You can ask Environmental Health for their guidance with regards to the smoking shelter and your proposed alterations and improvements. The photograph is an example of a smoking shelter that we have recently seen.



Example of a smoker's shelter  
(not your property)

**ACTION REQUIRED:** Replace smoker's shelter.

### 13.0) Fire safety

We believe it is best if there are two alternative means of fire escape from the private living accommodation which is not present in this instance which can be incorporated across the flat roofs with an escape route. You could possibly add a door in one of the rooms and you could also look at upgrading the fire alarm system.

**ACTION REQUIRED:** Meet an expert from the fire brigade or a fire specialist to advise you further.

**ANTICIPATED COST:** Specialist quote needed.

### 14.0) Dilapidations

A dilapidations has been served on the existing leaseholders. We would make two comments:

- 1) We feel that the dilapidations is fairly light and has missed some fundamental items which we have detailed in our Schedule of Condition.
- 2) We believe that the existing leaseholders are typically unlikely to complete the work to a good standard.

### 15.0) General use and abuse to the private living accommodation

There was general and use and abuse to the private living accommodation which requires maintenance, repair and redecoration throughout.

**ACTION REQUIRED:** Repair, prepare and redecorate.

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**ANTICIPATED COST:** In the region of £2,500 - £7,500 including repairs to doors and architraves, walls and replacement of carpets, etc; quotations required.

## 16.0) Services

### 16.1) Electrics

The electrics are dated.

**ACTION REQUIRED:** We recommend a test and upgrade. Institution of Engineering and Technology standards (IET) test and report and all recommendations to be carried out by an NICEIC registered and approved electrical contractor or equivalent.

**ANTICIPATED COST:** £100 - £300 for a test, alterations likely to cost in the region of £500 - £1,000; please obtain quotations.

### 16.2) Space heating

We have not tested the heating system however you advised that it does not seem to be providing adequate hot water.

**ACTION REQUIRED:** Test and inspection required.

**ANTICIPATED COST:** New boilers typically cost to install in the region of £1,500 - £2,500; please obtain quotations.

### 16.3) Asbestos

In a property of this age there may well be some asbestos. Asbestos was commonly used post war until it was banned only in the 1990s, although it is rumoured that it was still used after this point in time.

It is now a requirement for any public building to have an asbestos register, indicating whether there is or is not asbestos and if so where it is.

**ACTION REQUIRED:** An Asbestos Register should be provided by the outgoing tenant/landlord.

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You should note that work involving products containing asbestos is covered by Health and Safety legislation and you are recommended to seek the advice of the Local Authority Environmental Health Officer before proceeding with any such work.

Our insurance company requires us to advise we are not asbestos surveyors and advises us to recommend asbestos surveyors are instructed and that you have your own asbestos survey carried out.

#### 13.4) Grease traps

Where there is a high food trade, there is often a high amount of grease and we recommend grease traps are installed. We haven't found any during the course of this survey.

**ACTION REQUIRED:** Install grease traps.

#### 13.5) Thermal efficiency

This age, type and style of property generally has poor thermal efficiency. In years gone by we did not consider energy bills and heating costs in the same way as we do today.

We would advise that in the not too distant future there is likely to be government legislation with regard to what you can and cannot rent and the thermal efficiency required to properties such as this. We feel that these properties may have to be upgraded to make them rentable in the future.

**ACTION REQUIRED:** Look into energy efficiency improvements such as insulating the roofs and insulation of the cellar area.

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## **High Priority**

*We normally put here things that we feel will be difficult to resolve and will need serious consideration.*

We have found more than the average number of things that we would classify as medium priority. Specifically we would mention the roof and the movement that was found in the property along with the general use and abuse of the property particularly in the private living accommodation.

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## **Services**

*This Property Report does not include any specialist reports on the electricity supply and circuits, heating or drainage, as they were not requested. The comments that follow are based upon a visual inspection carried out as part of the overall Survey.*

*Services and specialist installations have been visually inspected. It is impossible to examine every detail of these installations without partially dismantling the structure. Tests have not been applied. Conclusive tests can only be undertaken by suitably qualified contractors. The Landlord/Tenant should be requested to provide copies of any service records, test certificates and, ideally, the names and addresses of the installing contractors.*

### **Certificates required to be obtained from landlord/outgoing lessee**

Test certificates to be provided on:-

- 1) Asbestos - Up to date asbestos report with samples.
- 2) Chimneys - Certificates confirming chimneys have been swept.
- 3) Drainage – closed circuit TV camera report.
- 4) Electrics – An Institution of Engineering and Technology (IET) standards test and report to be carried out by an NICEIC registered and approved electrical contractor or equivalent.
- 5) Environmental Health certificates and latest reports - we recommend you meet with the Environmental Health Officer before you legally commit to purchase.
- 6) Fire Safety/Fire Alarms/Emergency Lighting - we recommend you have a Fire Specialist to review the building prior to legally committing to purchase.
- 7) Gas Safe inspection and test report (you need to see heating in working order)
- 8) Lighting - The lighting needs to be checked to ensure it is suitable for the purposes for which you wish to use it.
- 9) Safe system - Ensure there is a full safe system for maintenance access and that this has been tested regularly.
- 10) RoSPA safety check on play equipment.



- 11) Security System test.
- 12) Any proposed planned maintenance that the landlord will be carrying out before the Full Repairing and Insuring lease takes place on the basis of the property condition and Schedule of Condition.

Tests and reports are standard requirements of a Full Repairing and Insuring lease as is redecoration before the end of the lease. We have not been instructed to carry out independent separate services tests.

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## SUMMARY UPON REFLECTION

The Summary Upon Reflection is a second summary so to speak, which is carried out when we are writing the second or third draft a few days after the initial survey when we have had time to reflect upon our thoughts on the property. We would add the following in this instance:

There are an above average number of problems to the property. Many of these look to have been long term problems however they do need to be resolved before you take over the lease. Unfortunately the present condition of the property is not particularly good. It does not look to have been redecorated for some time both externally and internally. In addition to this there are some dampness issues which need resolving before the decoration works can be carried out.

We would ask that you read this Property Report and the Schedule of Condition and contact us on any issues that you require further clarification on.

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## **REPORT INFORMATION**

### **EVERY BUSINESS TRANSACTION HAS A RISK**

Every business transaction has a risk, only you can assess whether that risk is acceptable to you and your circumstances.

### **SOLICITOR/LEGAL ADVISOR**

To carry out your legal work you can use a solicitor or a legal advisor. We have used both terms within the report.

### **TERMS OF ENGAGEMENT/LIMITATIONS**

This report is being carried out under our terms of engagement, as agreed to and signed by you. If you have not seen and signed a copy of our terms of engagement please phone immediately.

### **OUR AIM IS ONE HUNDRED PERCENT SATISFACTION**

Our aim is for you to be completely happy with the service we provide, and we will try and help you in whatever way possible - just phone us.

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If you would like any further advice on any of the issues discussed (or indeed any that have not been discussed!) then please do not hesitate to contact us on **0800 298 5424**.

XXX Limited  
Independent Chartered Surveyors  
XXXX

**This Report is dated: XXXX**

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# APPENDICES

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## **FACILITIES**

(All directions given as you face the property)

The following gives a general overview of the facilities at the property.

### **Ground Floor**

#### **Front of House Area**

- 1.0) Central/Rear Bar
- 2.0) Games Bar Left
- 3.0) Restaurant Right
- 4.0) Gents Toilets middle right
- 5.0) Ladies Toilets middle right
- 6.0) Smoking Shelter to rear
- 7.0) Three entrances/exits

#### **Back of House Area**

- 8.0) Far Left Entrance Lobby to Catering Kitchen
- 9.0) Catering Kitchen left
- 10.0) Servery centre
- 11.0) Entrance lobby to private living accommodation
- 12.0) Stair access/corridor to private living accommodation to left
- 13.0) Store and access to the cellar

### **Basement**

- 14.0) Cellar

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## **First Floor**

### **Private Living Accommodation**

- 1.0) Staircase/landing to left
- 2.0) Corridor left
- 3.0) Corridor right
- 4.0) Kitchen rear left
- 5.0) Bathroom rear left
- 6.0) Two bedrooms rear right
- 7.0) Bedroom front right
- 8.0) Reception room far right

### **Boundaries**

- 1.0) Front: Underneath pavement
- 2.0) Left: Path and block of flats
- 3.0) Right: Road
- 4.0) Rear: Car parking and beer garden

Note, we have not seen a copy of the Deeds and assume the boundary is to be as visually set out above.

Your Legal Advisor to check and confirm boundaries and your legal rights with regard to access, parking and permitted hours of work.

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**Plan of Licensed Area**



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## Ideas for marketing the public house

### Old fashioned marketing

1) **Signage**

The property would benefit from remote signage due to its location. Remote signage is signage far away from the property identifying the unique selling points (USP's) and also where it is.

2) **Don't forget your regulars**

Locals can be the bread and butter trade. Develop teams such as Pool, Darts Poker - Two Teams are best (minimum ) that way you have a home and away team – get known for being the best away venue – Free sandwiches plus Pub Quiz – everyone loves a quiz –

we have ten years of quizzes on our  
web pages <http://www.pubsurveys.co.uk/pub-quizzes/>  
For our latest Pub Quiz free phone 0800 298 5424

### New Media marketing

3) **Website**

A good website will be a long term benefit keeping people informed of what is going on at the pub and special events – it's no good doing something special if no one knows.

Talk to us about web sites on 0800 298 5424 and web site marketing –  
see [GoogleSorted.co.uk](http://GoogleSorted.co.uk)

4) **Voucher/Coupon cloud App or similar**

This is a Smartphone app and there are other ones available which you can subscribe to and they offer discounts on meals etc. It relates to where the Smartphone is and is location sensitive advertising. Many of the high street names use these types of sites to bring in trade during non busier days.

5) **Database**

Database of birthdays and general celebrations, wedding anniversaries, etc where you will email people with for example:

Happy birthday – why don't you celebrate your birthday at our pub and we will give a free bottle of bubbly with every £50 spent.

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# **LIMITATIONS**

## **CONDITIONS OF ENGAGEMENT**

The report has been prepared in accordance with our Conditions of Engagement dated XXXX and should be regarded as a comment on the overall condition of the property and the quality of its structure and not as an inventory of every single defect. It relates to those parts of the property that were reasonably and safely accessible at the time of the inspection, but you should be aware that defects can subsequently develop particularly if you do not follow the recommendations.

## **ENGLISH LAW**

We would remind you that this report should not be published or reproduced in any way without the surveyor's expressed permission and is governed by English Law and any dispute arising there from shall be adjudicated upon only by the English Courts.

## **SOLE USE**

This report is for the sole use of the named Client and is confidential to the Client and his professional advisors. Any other persons rely on the Report at their own risk.

## **ONLY HUMAN!**

Although we are pointing out the obvious, our Surveyors obviously can't see through walls, floors, heavy furniture, fixed kitchen units etc. they have therefore made their best assumptions in these areas.

As this is a one off inspection, we cannot guarantee that there are no other defects than those mentioned in the report and also that defects can subsequently develop.

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## **WEATHER**

It was a sunny winter's day at the time of the inspection.

## **NOT LOCAL**

It should be noted that we are not local surveyors to this area and are carrying out the work without the benefits of local knowledge on such things as soil conditions, aeroplane flight paths, and common defects in materials used in the area etc.

## **OCCUPIED PROPERTY**

The property was occupied at the time of our survey, which meant that there were various difficulties when carrying out the survey such as stored items. We have, however, done our best to work around these.

## **INSPECTION LIMITED**

Unfortunately in this instance our inspection has been very limited due to:-

- 1) We have had a limited view of the roof.
- 2) The property has been viewed from ground level or via the flat roofs; we would be happy to return and view with a cherry picker, which is what we would recommend.
- 3) The fixtures and fittings limited our view internally.
- 4) We have not had the benefit of opening up the walls, as we do not feel we can do this without damaging the property.
- 5) We have not had the benefit of opening up the floors or taking core samples, as we do not feel we could do this without damaging the property.
- 6) We have not turned any services on or tested the services.
- 7) We have not had the benefit of meeting the landlord.
- 8) We have not had a brief from your solicitors with regard to the lease.

We thank you for taking the time to meet us during the survey.



## **BUILDING INSURANCE**

We do not advise with regard to building insurance. You need to make your own enquiries. Some areas may have a premium, some buildings may have a premium and some insurers may be unwilling to insure at all in certain areas. You need to make your own enquires prior to committing to purchase the property. Please be aware the fact a building is currently insured does not mean it can be re insured.

We would comment that non-insurability of a building we feel will affect lease value.

**ACTION REQUIRED:** You need to ensure that the leaseholders have adequate insurance.

## **TERMS AND CONDITIONS**

Our computer system sends two copies of our Terms and Conditions to the email address given to us when booking the survey; one has the terms attached and the other has links to the Terms and Conditions on our website (for a limited time). If you have not received these please phone your contact immediately.

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