

On behalf of

Ref:

Date:



Prepared by:

Lambert Smith Hampton

Purpose of Inspection:	Investment
Tenure:	Freehold
Building Type:	Purpose Built Residential Apartments
Size:	22,454 sq ft (2086 sq m) Site Area (Derived From Lease)
Floor to Ceiling:	2.7m to ground/first floors and 2.4m to the second floor.
Period of Construction:	1998
EPC Rating:	Block 1-6 C53; EPC dated 18 March 2019 Block 7-15 C51; EPC dated 18 March 2019



Executive Summary

This Executive Summary sets out our principal findings and comments following our site inspection on Wednesday 4 September 2019.

For ease of reference we have adopted red, amber and green colour coding to illustrate the relative importance as follows:

①	Serious or critical issue.
②	Important issue.
③	Information only, no action required or routine maintenance or repair.

New Ashby Court comprises two buildings, each of two/three storeys, built in 1998 and containing a total of 14 apartments as purpose-built student residential family accommodation. Externally there are parking spaces for each of the apartments.

The property occupies a plot at the junction of New Ashby Road and Sharpley Road and is located to the south west of Loughborough town centre. Properties in the surrounding area are generally residential with commercial units located to the south of Ashbury Road.

Internally the residential blocks have been fitted out to suit the current use as 14 self-contained one and two bedroom apartments and comprise a central stairwell with further communal lobbies to each floor.

With regards to the building fabric, the property is considered to be in a reasonable condition having regard to its age, use and location.

We did not identify any distortion or cracking within the superstructure of the building indicative of foundation movement or structural inadequacies.

The services installations in the property are mostly in the nature of base build; these appear to be in reasonable visual condition.

The following table summarises our key findings:

Ref:	Description	
1.	We did not identify any distortion or cracking within the superstructure of the building thought to be indicative of foundation movement or structural inadequacies.	3
2.	The roof coverings were inspected from ground level vantage points around the building and were found to be in reasonable condition with no major issues noted. Some areas of staining and lichen were visible to the main ridge tiles which would benefit from cleaning in the future. There is one minor instance of missing flashing above the bike store.	3
3.	The external elevations are generally in good condition; no major issues or concerns were noted. Block 7-15 had minor vertical cracking to the full height of the mortar joints between the bike store on the west elevation and the main structure. This is not of concern and only affected one wall.	3
4.	The base build uPVC windows are generally in a serviceable condition. The majority of rubber gaskets have deteriorated and visible externally and will require reactive repairs until replacement. A number of blown glazing units were also visible throughout both blocks that require replacement. Numerous windows are heavily stained with mould internally. Localised repairs could be undertaken in the short term however replacement of the windows will be required within the next 5-10 years.	2
5.	The floors were found to be in reasonable condition and we did not note any major issues or concerns such as unevenness, deflection or undulation to suggest failure of the concrete floor structures.	3
6.	All ceilings are finished with Artex textured coating which could potentially containing asbestos. In multiple areas this has become friable and presents a health hazard to occupants. In some flats the ceiling finish has been disturbed by building works and damp and has been left in a friable state. We have not seen an Asbestos Survey Report for the property. Given the age of construction it is likely that asbestos containing materials were used in some components. An asbestos survey report should be provided for review or commissioned in order to provide documentary evidence as to whether asbestos is present in the building with particular regard to the Artex textured coating to the ceilings which is in poor condition.	1
7.	The bathrooms contain leaking appliances causing standing water, saturated walls and leaks into neighbouring flats causing damage to internal finishes.	2
8.	The majority of the flats within the block housing Flats 1-6 show signs of heavy staining from black spot mould particularly around bathrooms, and around windows in bedrooms and kitchens.	2
9.	A Fire Risk Assessment should be in place for the building however we have not been provided with a copy for review. This is the statutory responsibility of the tenant but nevertheless the assessment should be requested for review.	2
10.	The boilers will near the end of their service life in the next 5-10 years and replacement will be required. Some ventilation extract fans; were visually damaged and not working. Some flats showed a lack of ventilation evidenced by mould growth to walls and ceilings.	3

Ref:	Description	
11.	We have recommended a number of solicitor's enquiries in Section 4.	3
12.	We did not note any significant legislative breaches at the property.	3
13.	<p>The Energy Performance Certificate for Block 1-6 (Certificate Reference Number 0970-3977-0371-0880-7054) was issued on 18 March 2019 and the rating is C53. The benchmark for similar buildings typical of the existing stock is D99 and for newly built buildings is B34. The EPC is valid until 17 March 2029 unless superseded by a later certificate.</p> <p>The Energy Performance Certificate for Block 7-15 (Certificate Reference Number 0193-9972-6930-8300-3103) was issued on 18 March 2019 and the rating is C51. The benchmark for similar buildings typical of the existing stock is D97 and for newly built buildings is B33. The EPC is valid until 17 March 2029 unless superseded by a later certificate.</p> <p>The "MEES Regulations" are enacted in UK law under the Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015.</p> <p>From 1 April 2018 landlords of non-domestic private rented property are prohibited from granting a new lease of any "sub-standard" properties (i.e. those that have an EPC rating below E). Further, from 1 April 2023, landlords must not continue letting a non-domestic property which is already let if that property has an EPC rating of F or G.</p> <p>The current EPC ratings of C53 and C51 satisfy the "MEES Regulations".</p>	3
14.	Our Phase 1 Contaminated Land Report is included as Appendix E. Overall, it is concluded that the site is of low risk for the owner of the site for continued usage as student accommodation. The site is therefore considered to be suitable for current usage. No further investigation is considered necessary.	3
15.	<p>We understand the property is currently let until 29 September 2019 on Full Repairing and Insuring terms. We expect that your solicitors will review the lease on your behalf.</p> <p>We have also seen a copy of the Schedule of Dilapidation served in January 2019 with a total claim of circa £106,000. Further to this schedule we have seen a settlement agreement between the Landlord and existing tenant for £35,000, which is yet to be signed. Further confirmation should be sought by your solicitors on the status of these negotiations.</p> <p>In our view the likely value of repair works needed to place the building in repair will be in the region of £90,000 including £48,500 in the next five years and £51,500 in the subsequent six to ten years.</p> <p>We have not included costings for full internal refurbishment and decoration of the flats.</p>	3
16.	We recognise that a prospective purchaser's decision to proceed with this acquisition of this property is dependent on professional advice from a number of sources and not just our comments alone. However, from a Chartered Building Surveyor's viewpoint, we have no reason to caution a prospective purchaser against proceeding	3

Ref:	Description	
	with the transaction proposed.	

N.B. For a detailed understanding of our findings, opinions and advice this Executive Summary should be read in conjunction with our full report.

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Inspection Date: 3 September 2019

Report Issue Date: 11 September 2019

This document has been prepared and checked in accordance with the Lambert Smith Hampton Quality Assurance procedures and authorised for release.

Signed: *Lambert Smith Hampton*

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For and on behalf of Lambert Smith Hampton

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1.0 INTRODUCTION

1.1 Basis of Inspection

1.1.1 We received instructions from Max Mason of Lambert Smith Hampton on 3 September 2019 on behalf of Leagueframe Limited, to proceed with an inspection of New Ashby Court, Sharpley Road, Loughborough, Leicestershire LE11 4EQ. This report summarises our findings and recommendations to provide an overview of the building's physical condition and to highlight any apparent defects in its construction, together with repairs required.

We understand that you have commissioned the report with a view to a sale of your freehold interest in the property.

Our usual Terms of Engagement and Scope of Service were attached to our Engagement email dated 3 September 2019 and are included as Appendix F.

1.1.2 This report focuses upon any material issues which may impact upon the investment value. Accordingly, we do not report on general maintenance or day to day management issues.

1.1.3 At the time of our inspection on 4 September 2019 the weather conditions were dry with an ambient temperature of approximately 17°C.

1.1.4 We have assumed the notation that the main building entrance to Block 1-6 faces south and the main building entrance to Block 7-15 faces north, with all other references given on this basis.

1.2 Limitations

1.2.1 We were unable to gain access to the following areas:

- External Bin Store to Blocks 1-6 and 7-15.
- Roof Voids

The property was unoccupied at the time of inspection

1.2.2 Our report does not provide details on any legal issues that relate to the site, we assume that your solicitors will be reporting fully to you in this regard.

1.2.3 No detailed structural survey has been commissioned however we have made comment on the structural elements based on our level of expertise.

1.2.4 In accordance with your instructions we have undertaken a cursory inspection of the services installations at the property as a Chartered Building Surveyor's overview as part of the fabric inspection in order to include a very brief description in our report.

1.2.5 In accordance with your instructions we have commissioned a Phase 1 Contaminated Land Report which is included as Appendix E.

1.2.6 In accordance with our standard practice, we must state that this report is for the use only of the party to whom it is addressed and no responsibility is accepted to any third party for the whole or any part of its contents unless an appropriate letter of reliance has been agreed between Lambert Smith Hampton and the reliant party. We shall provide letters of reliance to the eventual purchaser and their funding partner to enable them to rely on this report.

2.0 DESCRIPTION AND CONDITION

The following section details our observations and opinions on the condition of the building. We have adopted a red, amber and green coding to illustrate relative importance and to identify points which need urgent attention or which are significant in terms of the proposed transaction.

2.1 Property Description

- 2.1.1 New Ashby Court comprises two buildings, each of two/three storeys, built in 1998 and containing a total of 14 apartments as purpose-built student residential family accommodation. Externally there are parking spaces for each of the apartments. 3

The property has been occupied since completion by the current tenant Loughborough University.

The property is located situated to the south west of Loughborough town centre in close proximity to Loughborough University and approximately 13 miles from Leicester to the south and approximately 19 miles from Nottingham to the north.

The main entrance to Block 1-6 faces to the south onto Ashby Road and the main entrance to Block 7-15 faces to the north of Sharpley Road.

Properties in the surrounding area generally residential with some commercial units to the south of New Ashby Road. The site occupies a central plot at the junction of New Ashby Road and Sharpley Road.

Internally the building has been fitted out to suit the current use as family based student accommodation and comprises of one and two bed individual flats with private kitchens, bathrooms and entrance hallways. There are communal stairwells and hallways.

- 2.1.2 The building is not listed nor is it in a conservation area. 3

2.2 Structure and Foundations

- 2.2.1 The foundations consist of 600mm wide trench fill foundations to cavity walls and 450mm wide trench fill foundation to internal walls as detailed in base building drawings and specification details provided. The building is formed of traditional construction with loadbearing internal and external walls supporting the concrete upper floors. The ground floor slab is of suspended beam and block construction. 3

We did not identify any distortion or cracking within the superstructure of the building thought to be indicative of foundation movement or structural inadequacies.

2.3 Roofs and Rainwater Goods

- 2.3.1 The roof structure is pitched and hipped with brick gables to the south and north elevations and covered with concrete interlocking tiles. Mono pitched roofs were located to the front entrance protecting both bin stores and electrical cupboards. Roof abutments and valleys are finished with lead. 3

Soffits and fascias throughout are formed of timber.

- 2.3.2 The roof coverings were inspected from ground level vantage points around the buildings and were found to be in reasonable condition with no major issues noted. Some areas of staining and lichen were visible to the main ridge tiles which would 3

benefit from cleaning in the future.

Various cracked or missing ridge and hip tile mortar was visible to both blocks which should be replaced in the near future.

We were not advised by the tenant of any current ongoing issues with roof leaks and from our internal inspection we saw no evidence of water ingress that would suggest failure of the roof coverings.

Lead flashings appear in reasonable condition for its age with only an isolated area of missing flashing to the bike store of Block 7–15 which should be replaced.

The soffits and fascias are worn and would benefit from re-staining to improve the overall appearance.

- 2.3.3 Surface water from roof areas discharges to uPVC gutters at eaves level which in turn drain into uPVC rainwater pipes fixed to the face of the external elevations. These in turn discharge to gullies at ground level. 3

The gutters and rainwater pipes are generally in reasonable condition however a number of gutter joints were noted to be leaking and there were accumulation of vegetation to some areas. All gutter and rainwater pipe seals should be checked and failed joints resealed and vegetation removed.

2.4 Perimeter Walls and Cladding

- 2.4.1 External elevations comprise cavity brickwork with a decorative soldier course banding around window openings and contrasting coloured brickwork. 3

- 2.4.2 The external elevations are generally in good condition; no major issues or concerns were noted. Block 7-15 had minor vertical cracking to the full height of the mortar joints between the bike store on the west elevation and the main structure. This is not of concern and only affected one wall. 3

- 2.4.4 In some areas there is staining to the brick face, in particular along the north and south elevations. This is most likely as a result of a leaking/overflowing boiler outlet. A further area of graffiti staining is visible to the west elevation. 3

- 2.4.6 External decorations include entrance and other external doors, soffits and fascia boards. 3

We assume the provisions of the existing lease will require the tenant to decorate and clean the exterior parts of the building if this is on FRI terms.

2.5 Doors and Windows

- 2.5.1 The windows are base build and comprise uPVC sealed double glazed units. The windows are generally in a serviceable condition. The majority of rubber gaskets have deteriorated and visible externally and will require reactive repairs until replacement. A number of blown glazing units were also visible throughout both blocks that require replacement. Numerous windows are heavily stained with mold internally. Localised repairs could be undertaken in the short term however replacement of the windows will be required within the next 5-10 years. 2

- 2.5.3 The main entrance doors to the buildings comprise single timber doors with a wired glazed panel. The doors do not appear to be base build. 3

There are two external doors on the south elevation to Block 1-6 and north elevation to Block 7-15 serving the bin stores and electrical cupboards. The doors are of timber construction in timber frames.

The painted/stained finishes to the doors and frames are generally in fair condition with only minor staining/wearing visible. There was general cracking around door and window frames; however this was most notable to Block 7-15.

2.6 Floors and Staircases

2.6.1 The ground floor to the building is of beam and block floor construction with suspended concrete floors to the upper floor levels. Floor finishes comprise a combination of contract quality broadloom carpet and sheet vinyl to kitchens and bathrooms. 3

2.6.2 The floors were found to be in reasonable condition and we did not note any major issues or concerns such as unevenness, deflection or undulation to suggest failure of the concrete floor structures. 3

2.6.3 The floor finishes were in fair and poor condition throughout; there are areas of heat damaged, worn and stained carpets in some locations. 3

2.6.4 The buildings have a single staircase each, running from the ground floor to top floor. The staircases are formed of concrete with carpet finish to the treads and risers. The treads are finished with non-slip nosings. Balustrades and handrails are formed of painted steelwork. The staircases provide means of escape from the blocks and have fire rated doors from the corridors, comprising flush painted door sets fitted with intumescent seals and overhead door closers. The walls and ceilings within the staircases are generally plastered and painted finish. 3

The staircases are generally in reasonable condition and no major issues or concerns were noted.

There was generic shrinkage cracking to the ceiling/ wall abutment within the hallways and many of the individual flat doors had large movement cracks to the frame/wall junctions.

2.7 Internal Areas

2.7.1 Internally the building has been fitted out to provide residential accommodation to student family units. 3

Internal partitions comprise of solid blockwork walls finished with skim finish plaster to all areas.

The walls and ceiling to the toilets and parts of the kitchen are painted plaster with a combination of tiled and plastic splash backs to wash basins and sheet vinyl to floors.

2.7.2 Ceilings to all areas are suspended and formed of plasterboard and painted finish. All ceilings are finished with Artex textured coating which could potentially contain asbestos. 1

In multiple areas this has become friable and presents a health hazard to occupants. In some flats the ceiling finish has been disturbed by building works and damp and has been left in a friable state. We have recommended that the damaged areas of ceiling are replaced.

- 2.7.3 The majority of internal doors are timber veneer lightweight internal privacy doors within the flats. Entrance doors to the flats and doors to the corridors are fire doors with signage, closers and intumescent strips. 2
- A number of doors are marked and scratched but were in a serviceable condition. The door hinges and some doors could not be identified with current markings that demonstrate the appropriate level of fire resistance.
- 2.7.4 Internal finishes comprise painted plaster to wall surfaces, painted window boards, skirtings, door frames and veneer doors. 3
- 2.7.5 The bathrooms contain fitted showers and WCs and hand wash basins. Generally the bathrooms were found to house leaking appliances causing standing water, saturated walls and leaks into neighbouring flats causing damage to internal finishes. 2
- 2.7.6 The majority of the flats within the block housing Flats 1-6 show signs of heavy staining from black spot mould particularly around bathrooms, and around windows in bedrooms and kitchens. This suggests issues with ventilation within the flats through use or construction. 2
- 2.7.7 The joinery and wall surfaces are marked, chipped and impact damaged in a number of places especially along circulation areas. 3
- 2.7.8 Provision for means of escape appears adequate; travel distances were not excessive and escape is possible in a single direction from the upper floors level via the internal staircases. At ground level escape is possible via the main entrance. 3
- 2.7.9 The property is served by a conventional fire alarm system and includes mains powered fire alarm sensors and sounders placed to the strategically positioned break glass units, detectors and sounders. 3
- 2.8 External Areas and Boundaries**
- 2.8.1 The building is constructed on a level site. There are a number of car parking spaces formed of block paving to the rear of the site. There is one entrance/exit road to the parking area via Sharpley Road with a tarmac finish. 3
- Soft landscaping is limited and comprises a rear lawn, shrubs and planting generally around the buildings.
- External areas are generally in reasonable condition and serviceable with no major issues noted.
- There is a damaged light bollard adjacent Block 1-6 which should be replaced.
- 2.8.2 To Block 1-6 the south, west and north boundary is defined by steel bow top fencing to the perimeter which is generally in poor condition with impact damaged visible generally. 3
- The east boundary is defined by timber shiplap fencing which is generally in poor condition with isolated areas of damaged fencing and aged staining.
- To Block 7–15 the north, south and west boundary is defined by metal bow top fencing which was in fair condition.

The east boundary is defined by timber shiplap fencing which is generally in fair condition with isolated areas of damaged fencing and aged staining.

A number of the concrete paving slabs forming the path to the south and north elevations are uneven and soiled. The slabs should be re-laid on a firm base and cleaned.

2.9 Services Installations

- 2.9.1 Each flat has a separately metered electrical supply fed from the main incoming distribution boards in the external electricity cupboards. Sub-distribution boards are located in each flat. 3

The buildings are heated by a standard low pressure hot water heating system with individual gas fired combination boilers serving radiators to each flat. The boilers were not tested as part of this survey; some were not switched on during the inspection. The boilers will near the end of their service life in the next 5-10 years and replacement will be required.

Ventilation extract fans servicing all bathrooms were dated and not tested; some were visually damaged and not working. Some flats showed a lack of ventilation within.

The tenant will need to repair, maintain and test/service the services installations within the building in accordance with the repairing obligations in the current lease assuming this is on FRI terms.

We were not advised by the tenant of any current issues with the services, none were noted to be out of service and all appeared in reasonable condition.

- 2.9.3 Within the communal areas the lighting consists of bulkhead fixtures on time delay light switches. 3

Within the flats the lighting consists of surface mounted fixtures with light switches. Many of the light fittings and switches were aged, nicotine stained and impact damaged. One light fitting to Flat 1 had been poorly removed and is missing.

- 2.9.4 We have not investigated the condition of the below ground foul or surface water drainage systems. We were not informed of any issues and are not aware of any particular problems with the systems. 3

2.10 Occupancy

- 2.10.1 We have seen a copy of the lease documentation for the building which confirms the property is let on Full Repairing and Insuring terms. The current lease expires on 29 September 2019 3

We have also seen a copy of the Schedule of Dilapidation served in January 2019 with a total claim of circa £106k. Further to this schedule we have seen a settlement agreement between the Landlord and existing tenant for £35k, which is yet to be signed. Further confirmation should be sought by your solicitors on the current status of these negotiations.

- 2.10.2 We have not had sight of any licences for alterations, however it is assumed that no works have been undertaken by the tenant and all fittings are base build. 3

3.0 STATUTORY MATTERS

3.1 General

During the course of our survey we have had regard to:-

- Regulatory Reform (Fire Safety) Order 2005
- Workplace (Health, Safety & Welfare) Regulations 1992
- Currently cited Building Regulations
- Control of Asbestos Regulations 2012
- Equality Act 2010

- 3.2 A Fire Risk Assessment should be in place for the building however we have not been provided with a copy for review. This is the statutory responsibility of the tenant but nevertheless the assessment should be requested for review. 2

All assumed fire doors have fire door signs, intumescent strips, overhead closers and 3nr door hinges, however we could not confirm in the absence of certification whether the door sets provide e the appropriate level of fire resistance.

- 3.3 We have not seen a copy of Building Regulations applications/consents or Building Regulations Completion Certificates relating to the base build development. We expect that your solicitors will review this on your behalf. 3

- 3.4 We have seen a copy of the planning permission application no – P/96/00332/2, with associated conditions relating to the base build development. We expect that your solicitors will review these on your on your behalf. 3

- 3.5 We have also seen a copy of the practical completion certificate from the original construction consultants dated 8/10/98.

- 3.6 The tenant is responsible for complying with the obligations imposed by the Equality Act 2010. Overall there is reasonable provision for disabled users. There is level access to the main entrance and an accessible toilet at ground floor level. Accessible car parking spaces are available with level access to the main entrance. 3

- 3.7 The Energy Performance Certificate for Block 1-6 (Certificate Reference Number 0970-3977-0371-0880-7054) was issued on 18 March 2019 and the rating is C53. The benchmark for similar buildings typical of the existing stock is D99 and for newly built buildings is B34. The EPC is valid until 17 March 2029 unless superseded by a later certificate. 3

The Energy Performance Certificate for Block 7-15 (Certificate Reference Number 0193-9972-6930-8300-3103) was issued on 18 March 2019 and the rating is C51. The benchmark for similar buildings typical of the existing stock is D97 and for newly built buildings is B33. The EPC is valid until 17 March 2029 unless superseded by a later certificate.

The “MEES Regulations” are enacted in UK law under the Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015.

From 1 April 2018 landlords of non-domestic private rented property are prohibited from granting a new lease of any “sub-standard” properties (i.e. those that have an EPC rating below E). Further, from 1 April 2023, landlords must not continue letting a non-domestic property which is already let if that property has an EPC rating of F or G.

The current EPC ratings of C53 and C51 satisfy the "MEES Regulations".

- 3.8 All ceilings are finished with Artex textured coating which could potentially contain asbestos. In multiple areas this has become friable and presents a health hazard to occupants. In some flats the ceiling finish has been disturbed by building works and damp and has been left in a friable state. 1

We have not seen an Asbestos Survey Report for the property. Given the age of construction it is likely that asbestos containing materials were used in some components. An asbestos survey report should be provided for review or commissioned in order to provide documentary evidence as to whether asbestos is present in the building with particular regard to the Artex textured coating to the ceilings which is in poor condition.

4.0 MATTERS FOR YOUR SOLICITOR

We have recommended a number of solicitor's enquiries:

- 4.1 Your solicitors should confirm that Building Regulations applications/consents and Building Regulations Completion Certificates are available for the base build development.
- 4.2 Your solicitors should clarify the exact location of the legal boundary of the property.
- 4.3 We understand the property is let on an existing lease for a term of 21 years which expires on 29 September 2019. As the current lease is on Full Repairing and Insuring terms the tenant will be responsible for the maintenance, repair and decoration of the external and internal parts of the building including the services installations. Your solicitors should clarify the progress/current status of the unsigned settlement agreement relating to dilapidations.

5.0 CURRENT AND ANTICIPATED WORKS

- 5.1 We are not aware of any current or anticipated works.

6.0 SUMMARY AND RECOMMENDATIONS

- 6.1 It is understood that the freehold interest is to be acquired for investment purposes.
- 6.2 With regards to the external and internal building fabric, the property is considered to be in a reasonable condition having regard to its age, use and location. There are some significant issues relating to the building fabric that need to be addressed.
- 6.3 From a structural point of view we did not identify any distortion or cracking within the superstructure of the building thought to be indicative of foundation movement or structural inadequacies.
- 6.4 The services installations in the property are in the nature of base build and appear to be in reasonable visual condition.
- 6.5 We identified a limited number of repairs in the Budget Costs section of this report which are in the nature of normal property maintenance and these will be the tenant's responsibility if the current lease is on FRI terms. We expect that your solicitors will review the lease on your behalf.
- 6.6 We recognise that a prospective purchaser's decision to proceed with this acquisition of this property is dependent on professional advice from a number of sources and not just our comments alone. However, from a Chartered Building Surveyor's viewpoint, we have no reason to caution a prospective purchaser against proceeding with the transaction proposed.
- 6.7 If you wish to discuss any aspect of this report please contact the author:

Anthony Kelly – akelly@lsh.co.uk
Max Newton – mnewton@lsh.co.uk

020 7198 2000

APPENDIX A - STATUTORY CONDITIONS

Regulatory Reform (Fire Safety) Order 2005

Under the terms of the Regulatory Reform (Fire Safety) Order 2005 a Responsible Person is required to assess the fire risk and to take reasonable precautions. Typically this encompasses the preparation of a Fire Risk Assessment and the implementation of the recommendations contained therein.

Further guidance can be found at the following Government website:

www.communities.gov.uk/fire/firesafety/firesafetylaw

Control of Asbestos Regulations 2012

Under the terms of these regulations a 'Dutyholder' is required to manage asbestos in non- domestic premises. Typically, this encompasses a positive obligation to assess the likelihood of asbestos containing materials (ACMs) being present at the premises. This can be achieved either by reference to bone fide statements confirming that ACMs were not incorporated into the construction of the building, or by commissioning an asbestos survey. The results of that survey can then be interpreted, acted upon, and recorded in an Asbestos Management Plan.

Further guidance can be found at the following website:

<http://www.hse.gov.uk/pubns/indg223.pdf>

Workplace (Health, Safety and Welfare) Regulations 1992

A variety of statutory instruments and supporting legislation govern the health and safety of people in the context of the built environment.

Further guidance can be found at the following website:

<http://www.hse.gov.uk/pubns/indg244.pdf>

Energy Act 2011

By 1 April 2018 at the latest, it will be unlawful to let a property with an EPC rating of F or G. EPC's last for a period of 10 years before re-assessment is required. The Government are continually tightening the bandings for EPC's, therefore it is entirely possible that a property with an EPC rating of B in 2010 if assessed today could have a reduced rating.

Further guidance can be found at the following Government website:

http://www.decc.gov.uk/en/content/cms/legislation/energy_act2011/energy_act2011.aspx

Equality Act 2010

Under the terms of the Equality Act 2010, employers or service providers are required to take reasonable steps to avoid discrimination. Typically this encompasses the preparation of an Access Audit specific to the requirements and nature of the service provider and/or employer, and the implementation of the recommendations.

Further guidance can be found on the Equality and Human Rights Commission website. This is as follows:

<http://www.equalityhumanrights.com/advice-and-guidance/new-equality-act-guidance/equality-act-guidance-downloads/>

Construction (Design and Management) Regulations 2015 (CDM)

Under the terms of the CDM Regulations" certain construction operations attract the requirement for the preparation of a Health and Safety File. Amongst other things this document records details of the works completed in order to assist safe and appropriate repair in the future. The Client (as defined by the CDM Regulations) is required to retain the Health and Safety File and to allow appropriate access to it.

Further details can be found at the following website:

www.hse.gov.uk/construction/cdm/responsibilities.htm

APPENDIX B - DELETERIOUS MATERIALS

Alkali Aggregate Reactions (AAR and ASR)

Alkali aggregate reactions (of which alkali silica reaction or ASR is the most usual in the UK) have the propensity to cause significant damage in concrete structures worldwide. Often referred to as Concrete Cancer, which affects a small proportion of concrete structures as a consequence of a chemical reaction with water and aggregate. This can only be determined through chemical testing.

Asbestos

For more information and guidance in respect of asbestos www.hse.gov.uk/asbestos

Brick Slips

Popular in the 1960s and early 1970s, brick slips were seen as an easy method of concealing the exposed edges of a concrete frame at each floor level. They are typically bonded to the structural substrate and can suffer from loss of adhesion or from lateral forces caused by thermal movement.

Calcium Chlorides

When used as an admixture to concrete, calcium chloride acts as an accelerator, speeding up the setting of the concrete and its development of strength. Calcium Chlorides are known to be highly corrosive and will affect the integrity of concrete. Core sampling is necessary to determine their presence.

Calcium Silicate Brickwork

Whilst calcium silicate bricks (sometimes known as sand lime bricks) are inherently a stable material, they should be constructed with a suitable allowance for their future thermal movement. However, occasionally they are constructed in a similar way to clay brickwork, which can lead to cracking of longer brickwork bays.

Composite Panels

A variety of core materials have been used to create composite panels, which can have a varying impact on fire risk. In broad terms, expanded polystyrene and expanded polyurethane (PUR) are considered to represent a risk. However, some (but not all) polyisocyanurate (PIR) cored panels are certified by the Loss Prevention Council (LPC) as being suitably fire resistant for either internal or external applications.

The only way to be certain of the specification of a composite panel is to review the specification or by testing of the core material.

High Alumina Cement (HAC)

Found exclusively in precast concrete elements and was effectively banned for use in new structural concrete in the UK following a few well publicised collapses in the 1970s. Mineralogical 'conversion' sometimes caused reductions in concrete strength and increased vulnerability to chemical attack. The presence of HAC can be established by core sampling.

Hollow Clay Pot Floors

Hollow clay pots (or tiles) were first used in the early part of the 20th century as a means of constructing fire-proof floors and reducing some of the dead loads of solid construction. Voids and lack of compaction can occur between clay pots and concrete floors causing lack of structural integrity and fire separation.

Lead

Lead is a unique metal being very soft and having little mechanical strength. For centuries it was used for roofing, water pipes, paints and in glazes on pottery and kitchenware. However, the material has long been known to cause health problems, with children and pregnant women particularly at risk

Nickel Sulphide Inclusions

There have been numerous reported problems with the spontaneous fracture of toughened glass panels. Notable cases have included the failure of large overhead panels in shopping centres, failures at the Eurostar Terminal at Waterloo, the London Imax cinema and various other high profile buildings.

R22

A HCFC refrigerant gas, currently which is no longer legal to "use" in the maintenance and repair of air conditioning equipment. This means that certain repairs will not be possible and effectively mean the equipment has to be converted to use another gas, or replaced. A landlord or tenant with a repairing obligation may be liable for system replacement if such a failure occurs.

Sea Dredged Aggregate

Such aggregates were occasionally used and increased the risk of salts affecting steel elements within concrete.

Woodwool Slabs used as Permanent Formwork

Wood-wool slabs are made from long-fibre wood shavings compressed and bound together with cement. They are fire resistant and have good insulating properties. At one stage they were used extensively as permanent formwork. However, it was found that the concrete around the slabs tended to be poorly compacted, leading to poor durability due to the reduction in effective cover to reinforcement.

APPENDIX C - PHOTOGRAPHS

New Ashbury Court, Sharpley Road, Loughborough, Leicester,
LE11 4EQ

Lambert
Smith
Hampton

September 2019
Photograph Schedule



Photograph (1) - Front elevation of Block 1-6



Photograph (2) - Front elevation of Block 7-15



Photograph (3)- General view of typical
corridor



Photograph (4)- Typical kitchen to the flats

New Ashbury Court, Sharpley Road, Loughborough, Leicester,
LE11 4EQ

**Lambert
Smith
Hampton**

September 2019
Photograph Schedule



Photograph (5)- Typical sitting room to the flats



Photograph (6)- General view of the ground floor access landings



Photograph (7)-General view of the upper floor access landings



Photograph (8)- General view of car parking areas



Photograph (9) -General view of the aged gas boiler to Flat 1



Photograph (10) – Damaged light fitting to Flat 1



Photograph (11) - Damaged carpet to Flat 1



Photograph (12) - Heavy mould causing damage to the Artex ceiling in Flat 1



Photograph (13) -Heavy staining to the uPVC windows



Photograph (14) -Standing water and damage to the bathroom of Flat 2



Photograph (15) - Damaged extraction fan, Flat 1



Photograph (16) - Damage to the kitchen ceiling in Flat 6



Photograph (17) - General view of the upper floor hallway to Block 1-6



Photograph (18) - Cracking to the hallway, Block 1-6



Photograph (19) - Leaking to uPVC downpipes



Photograph (20) - Damaged light fitting to external area

New Ashbury Court, Sharpley Road, Loughborough, Leicester,
LE11 4EQ



September 2019
Photograph Schedule



Photograph (21)- Rear elevation of Block 1-6



Photograph (22) -Side elevations of Block 7-15



Photograph (23) -Graffiti to rear bike store to Block 7-15



Photograph (24) - Missing flashing to bike store

APPENDIX D - BUDGET COSTS

Budget Costs

Ref	Item/Repair	Immediate/Year 1	Years 2 - 5	Years 6 - 10	Total
	External Structure and Fabric				
2.3.2	Allow to replace missing lead flashing above the bike store to Block 7-15.	£500			£500
2.3.3	Re-seal gutter joints and cleaning gutters. Blocks 1-6 and 7-15	£500			£500
2.5.1	Replace uPVC windows with like for like replacements. (Block 1-6 - Years 2-5 and Block 7-15 - Years 6-10).		£17,500	£23,500	£41,000
	Internal Structure and Fabric				
2.7.2	Allow to establish asbestos content of Artex ceiling coating and remove existing damaged areas and areas susceptible to damage. (Provisional Allowance).	£14,500			£14,500
2.7.3	Replace internal doors with compliant fire doors, closers and accessories.	£4,000			£4,000
	External Areas and Boundaries				
2.8.2	Replace damaged sections of fencing to the front elevation of Block 1-6.	£500			£500
2.9.3	Allow to weed killer to external paving areas and relay uneven concrete paving slabs.	£500			£500
	Services Installations				
2.9.1	Replace gas boilers to each flat when it becomes uneconomic to repair.			£28,000	£28,000
2.9.3	Replace damaged, stained and missing light pendants.	£500			
	TOTAL	£21,000	£17,500	£51,500	£90,000

- The budget figures are based on estimated prices prevailing as at the date of this report.

- It is taken that the works will be undertaken as a single contract. If undertaken on a piecemeal basis, the costs are likely to be higher.

- No allowance has been made for the following:
 - i. Future inflation of building materials and labour prices.
 - ii. Statutory fees including Planning and Building Regulations applications that may be necessary.
 - iii. Building insurance.
 - iv. Interest on expenditure.
 - v. Any professional fees (eg. Legal, project management etc. except where and to the extent stated).
 - vi. Contingencies.
 - vii. Preliminary Costs
 - viii. It is assumed that the works will be undertaken during normal working hours.

- Guide prices have been derived from a visual inspection and are of an indicative nature only. They are not based on any detailed measurement or specification.

- Where costs relate to an item requiring further investigation, the costs provided relate to the cost of the investigation only and not, unless specifically stated and allowed for otherwise, for works that may be recommended following investigation.

APPENDIX E – PHASE 1 CONTAMINATED LAND REPORT




Phase 1 Contaminated Land Report



New Ashby Court
Sharpley Road
Loughborough
Leicestershire
LE11 4EQ

Version 1 – 9 September 2019

Project details

Report Reference:	JBS189
Addressed to:	Leagueframe Limited 5th Floor Leconfield House Curzon Street London W1J 5JA
Author:	Janette Stevens BSc (Hons) MSc – Director JBS Environmental Limited 167 Manor Drive North Worcester Park Surrey KT4 7RT
Signature:	
Dated:	9 September 2019

Executive Summary

JBS Environmental Limited was instructed by Lambert Smith Hampton on behalf of Leagueframe Limited on 3 September 2019 to prepare a Phase 1 Contaminated Land Report relating to New Ashby Court, Sharpley Road, Loughborough, Leicestershire, LE11 4EQ. The Phase 1 Contaminated Land Report has been prepared in connection with the proposed sale of the property. The Executive Summary should be read in conjunction with the full report.

The site extends to an area of 0.2 hectares and comprises two student accommodation buildings containing a total of 14 apartments. The buildings are arranged over ground, first and second floor level. It is understood the buildings were constructed in 1998. No issues of significant environmental concern were encountered during the site inspection.

Historical plans indicate undeveloped open land was evident at the site from prior to 1884 until at least 1938. Small undefined buildings assumed to be garages associated with residential properties had been developed at the site by 1961 and remained until at least 1993. The present day site buildings were marked upon the 2000 mapping sheet.

Historical plans indicate the presence of predominantly undeveloped open land in the surrounding area from prior to 1884 until at least 1938. Shortcliff Brook has been located adjacent to the west and south-west throughout the history of the site. Undefined buildings assumed to be of residential usage had been developed adjacent to the north and east by 1961 and remained until the present day. By 2000, undefined buildings assumed to be of commercial usage had been established 100 metres to the south of the site.

The relevant Contaminated Land Officer was unable to provide any pertinent information within the timescale of this report. An inspection of available online planning records indicated an application for the erection of the present day residential flats was approved in October 1997. Reference to the decision notice for this application indicated that no contaminated land conditions were imposed upon the application.

The site is considered to be located within an area moderate environmental sensitivity. This is the result of the Secondary A Aquifer beneath the site and the location of Shortcliff Brook adjacent to the site. The site is also located adjacent to residential properties. However, no sensitive water abstractions have been identified within 500 metres of the site.

Overall, it is concluded that the site is of **low** risk for the owner of the site for continued usage as student accommodation. The site is therefore considered to be suitable for current usage. No further investigation is considered necessary.

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1 Introduction

1.1 Brief

JBS Environmental Limited was instructed by Lambert Smith Hampton on behalf of Leagueframe Limited on 3 September 2019 to prepare a Phase 1 Contaminated Land Report relating to New Ashby Court, Sharpley Road, Loughborough, Leicestershire, LE11 4EQ. The Phase 1 Contaminated Land Report has been prepared in connection with the proposed sale of the property.

1.2 Scope

The scope of the Phase 1 Contaminated Land report includes:

- A site walkover.
- A detailed review of available historical mapping sheets relating to the subject site and the surrounding areas (within 500 metres).
- Analysis of an environmental data report encompassing information relating to environmental authorisations/processes, pollution incidents, landfill/waste treatment facilities, use of hazardous substances, industrial land uses and sensitive land uses for the site and surrounding area (within a 1 kilometre radius).
- A review of the environmental sensitivity of the site from the analysis of geological mapping, hydrology and hydrogeological data.
- Initiation of enquiries with the Local Authority including Planning, Building Control, Environmental Health and where relevant the Petroleum Licensing department.
- A review of any previous reports/documents relating to the site (where available).
- An assessment of any pollutant linkages that exist at the site within a conceptual site model.
- Provision of a risk rating relating to environmental liabilities associated with any proposed transactions.

1.3 Risk rating definitions

The risk ratings provided within this Contaminated Land Report are defined as follows:

Low

- It is considered unlikely significant contamination is present at the site.
- The site is considered to be suitable for current usage.
- No further investigation is considered necessary.

Low-Moderate

- The potential exists for a degree of contamination to be present at the site. However, no significant pollutant linkages exist at the site.
- The site is considered to be suitable for current usage.
- No further investigation is considered necessary. However, further investigation will be required upon redevelopment of the site.

Moderate

- It is considered likely contamination exists at the site and pollutant linkages are possible.
- The site may not be suitable for current usage.
- Further investigation is considered necessary.

High

- Contamination is known to be present at the site and pollutant linkages are evident.
- The site is not suitable for current usage.
- Further investigation and possible remediation is considered necessary.

1.4 Limitations

The following limitations apply to this Contaminated Land Report

- The site inspection may be restricted as a result of access arrangements. Where access has been restricted, this will be highlighted within the report.
- The report may be relied upon by Leagueframe Limited and Lambert Smith Hampton only. Approval must be sought from JBS Environmental Limited to share this report with third parties.
- The views expressed within this Contaminated Land Report are based upon the analysis of information that was available from varying sources at the time of the report. The information gathered may be restricted and will depend upon the provision of information from relevant authorities and any other interested parties and the availability of previous investigation reports. Should further information become available following the issue of this report, JBS Environmental Limited reserves the right to change any opinions or conclusions expressed within the report.

2 Site Walkover

2.1 Site Location

The site extends to an area of 0.2 hectares and is located approximately 1.5 kilometres east of junction 23 of the M1 at National Grid Reference 450800, 318610. The property is located on Sharpley Road and is surrounded by residential properties to the north and east, by the A512 road and commercial properties to the south and by Shortcliff Brook, a park and a restaurant to the west. An electrical sub-station is also evident to the west of the site. A site plan is provided within Appendix 1.

2.2 Site Overview

A site visit undertaken on 4 September 2019 indicated the property comprises two student accommodation buildings containing a total of 14 apartments. The buildings are arranged over ground, first and second floor level. It is understood the buildings were constructed in 1998.

Externally, car parking was provided in the centre of the site and small gardens were evident adjacent to the buildings.

No issues of significant environmental concern were encountered during the site inspection.

2.3 Storage of Fuels and Other Hazardous Materials

2.3.1 Above Ground Fuel Storage

No above ground fuel storage was encountered during the site inspection.

2.3.2 Below Ground Fuel Storage

No below ground fuel storage was encountered during the site inspection.

2.3.3 Liquefied Petroleum Gas (LPG) Storage

No LPG storage was identified during the site inspection.

2.3.4 Chemicals and Other Hazardous Materials

No chemicals or other hazardous materials were encountered during the site inspection.

2.4 Drainage

No drainage plans were available for review during the site inspection. No fuel interceptors were identified during the site inspection.

2.5 Waste Storage and Management

No issues with waste storage and management were encountered during the site inspection.

2.6 Polychlorinated Biphenyls (PCBs)

No equipment containing PCBs was encountered during the site inspection.

3 Historical Mapping

Historical mapping sheets made available by Landmark Information Group have been reviewed in order to identify any historic potentially contaminative land uses upon the subject site and within a 500 metre radius. The historical mapping sheets are presented within Appendix 2.

3.1 Historical Mapping of the Subject Site

A summary of the history of the subject site is provided below:

Mapping Edition	Land Use
1884, 1903 & 1938	Undeveloped open land.
1961, 1980 & 1993	Small undefined buildings assumed to be garages associated with residential properties.
2000	Present day site buildings.

3.2 Historical Mapping of the Surrounding Area

A summary of the history of the surrounding area is provided below:

Mapping Editions	Distance from site (m)	Direction	Land Use
1884, 1903, 1921 & 1938	Adjacent	All directions	Undeveloped open land.
1884, 1903, 1921, 1938, 1961, 1980, 1993 & 2000	Adjacent	West and south-west	Shortcliff Brook.
1961, 1980, 1993 & 2000	Adjacent	North and east	Undefined buildings assumed to be of residential usage.
1980, 1993 & 2000	25	West	Public house.
2000	100	South	Undefined buildings assumed to be of commercial usage.

4 Environmental Consultations and Data Review

4.1 Local Authority Enquiries

JBS Environmental Ltd contacted Charnwood Borough Council on 5 September 2019 in order to ascertain whether any relevant environmental information was available relating to the subject site. A summary of these discussions is provided below:

4.1.1 Contaminated Land Officer

The relevant Contaminated Land Officer was unable to provide any pertinent information within the timescale of this report.

4.1.2 Building Control Officer

The Building Control Officer responsible for the subject site was unable to provide any information relating to the underlying ground conditions at the site.

4.1.3 Planning Records

An inspection of available online planning records revealed the following application that was relevant to the site:

- P/96/0332/2: Erection of a 3 storey building of 8 one and two bedroom flats and a two storey building of 6 one and two bedroom flats. Approved 31 October 1997.

Reference to the decision notice for this application indicated that no contaminated land conditions were imposed upon the application.

4.2 Petroleum Officer

No significant issues have been identified at the site which would require consultation with the Petroleum Officer.

4.3 Environment Agency Enquiry

No significant issues have been identified at the site which would require consultation with the Environment Agency.

4.4 Envirocheck Data Report

A summary of pertinent environmental information contained within the Envirocheck Data Report obtained by JBS Environmental Ltd is provided below:

- There are no contaminated land register entries or notices within 500 metres of the site boundary.
- No discharge consents have been recorded within 500 metres of the site.
- No active Integrated Pollution Prevention and Control permits are recorded within 500 metres of the site.

- No Local Authority Pollution Prevention Control authorisations are located within 500 metres of the site.
- Two pollution incidents have been recorded within 500 metres of the site. These were located >357 metres from the site and both relate to minor incidents.
- A registered radioactive substance authorisation has been recorded 315 metres to the south. This is registered to G L Industrial Services Limited.
- No substantiated pollution incidents are recorded within 500 metres of the site.
- No landfill sites have been identified within 500 metres of the site.
- No waste transfer sites or waste treatment or disposal sites were located within 500 metres of the site.
- No Control of Major Accident Hazard Sites (COMAH) have been recorded within 500 metres of the site.
- No Notification of Installations Handling Hazardous Substances sites are recorded within 500 metres of the site.
- No Planning Hazardous Substance Consent sites are recorded within 500 metres of the site.
- No fuel stations have been recorded within 500 metres of the site.
- No sensitive land uses have been recorded within 500 metres of the site.

4.5 Coal Mining

Contact with The Coal Authority has revealed the site is not located within a coal mining affected area. A Coal Mining Report provided to us for review indicates the following:

- The Coal Authority Report states that the property is not within a surface area that could be affected by past underground coal mining.
- The property is not within a surface area that could be affected by present underground mining.
- The property is not in an area where the Coal Authority has received an application for, and is currently considering whether to grant a licence to remove or work coal by underground methods.
- The property is not in an area where a licence has been granted to remove or otherwise work coal using underground methods.
- The property is not in an area likely to be affected from any planned future underground coal mining.
- No notices have been given, under section 46 of the Coal Mining Subsidence Act 1991, stating that the land is at risk of subsidence.
- There are no recorded coal mine entries known to the Coal Authority within, or within 20 metres, of the boundary of the property.
- The Coal Authority is not aware of any damage due to geological faults or other lines of weakness that have been affected by coal mining.
- The property is not within the boundary of an opencast site from which coal has been removed by opencast methods.
- The property does not lie within 200 metres of the boundary of an opencast site from which coal is being removed by opencast methods.
- The Coal Authority has not received a damage notice or claim for the subject property, or any property within 50 metres of the enquiry boundary, since 31 October 1994.
- The Coal Authority has no record of a mine gas emission requiring action.
- The property has not been subject to remedial works, by or on behalf of the Coal Authority, under its Emergency Surface Hazard Call Out procedures.

4.6 Radon

Reference to the Interactive Atlas of Radon in England and Wales, published by the Public Health England has indicated the site falls within a 1 kilometre square in which less than 1% of homes are above the radon action level. Radon protection measures are not considered necessary within new dwellings or extensions.

4.7 Flood Risk (Rivers and Sea)

The Environment Agency (EA) classifies the site to be located in an area that has a 'very low' risk of flooding each year. Very low means that each year, this area has a chance of flooding of less than 1 in 1000 (0.1%). This takes into account the effect of any flood defences that may be in this area.

5 Environmental Context

5.1 Geology

The British Geological Survey website has been reviewed to provide an overview of the geological conditions that are present beneath the site. The geological sequence was found to be as follows:

- **Alluvium** – Clay, Silt, Sand and Gravel (unknown thickness).
- **Gunthorpe Member** – Mudstone (70-90 metre thickness).

5.2 Hydrogeology

5.2.1 Aquifer Classifications

The online Environment Agency Groundwater map was reviewed to determine the aquifer classifications at the site. These are as follows:

- **Secondary A Aquifer – Alluvium.**
This is defined by the Environment Agency as “Permeable layers capable of supporting water supplies at a local rather than strategic scale, and in some cases forming an important source of base flow to rivers”.
- **Secondary B Aquifer – Gunthorpe Member.**
This is defined by the Environment Agency as “Predominantly lower permeability layers which may store and yield limited amounts of groundwater due to localised features such as fissures, thin permeable horizons and weathering”.

5.2.2 Groundwater Source Protection Zones

The online Environment Agency Groundwater map indicated the site does not fall within a groundwater source protection zone.

5.2.3 Groundwater Abstraction Licences

Reference to the online Environment Agency Water Abstraction Licences map indicates there are no current groundwater abstractions within 500 metres of the site.

5.2.4 Surface water features

Shortcliff Brook is located adjacent to the west of the site whilst Burleigh Brook is located 170 metres to the south.

5.2.5 Water Quality

A review of the Environment Agency’s River Basin Management Plans for water quality in rivers and canals revealed the Wood Brook Catchment was classified as having poor ecological potential and good chemical status in 2016.

5.2.6 Surface Water Abstraction Licences

Reference to the online Environment Agency Water Abstraction Licences map indicates there are ten surface water abstractions recorded within 500 metres of the subject site. These all relate to abstractions from Holywell Stream >422 metres to the south-east for spray irrigation, impoundment, general farming and domestic purposes.

5.3 Environmental Sensitivity

The site is considered to be located within an area moderate environmental sensitivity. This is the result of the Secondary A Aquifer beneath the site and the location of Shortcliff Brook adjacent to the site. The site is also located adjacent to residential properties. However, no sensitive water abstractions have been identified within 500 metres of the site.

6 Conceptual Site Model

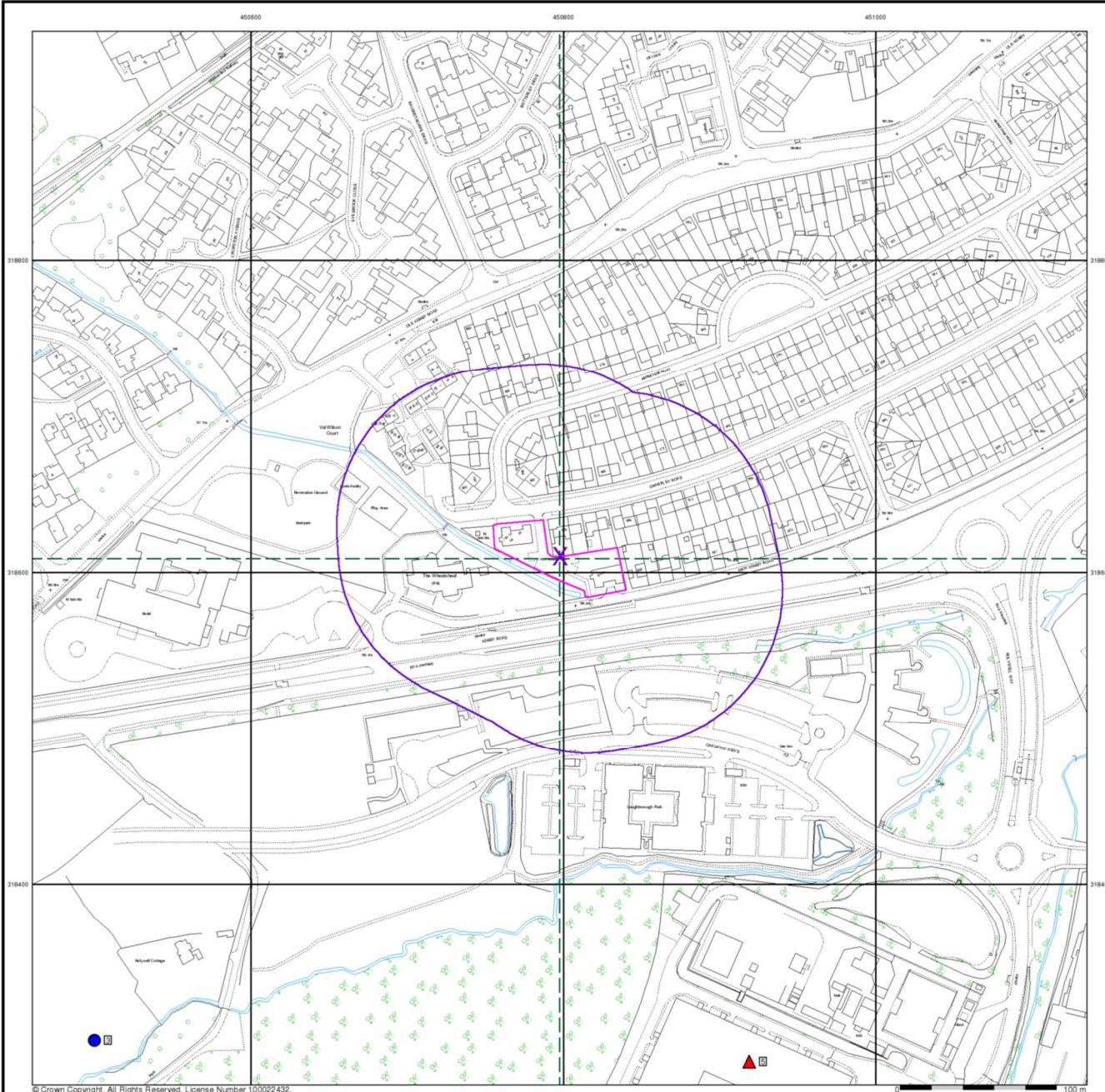
Potential ON SITE Sources of contamination:	Historical Made Ground.		
Potential contaminants:	Metals, inorganic ions, acids/alkalis, asbestos, hydroquinone, hydrocarbons, PCBs.		
Potential Receptors:	Potential Pathways:	Pollutant Linkage Assessment	Risk Rating
Controlled waters.	Migration of contamination to the underlying groundwater.	It is considered unlikely significant contamination exists at the site. Furthermore, given the presence of hardstanding across the majority of the site in the vicinity of the buildings, it is considered likely this will act as a barrier to rainwater infiltration and subsequent migration of contamination (if present) to the underlying groundwater and adjacent Shortcliff Brook. The site is therefore considered to be suitable for current usage and the risk is considered to be low.	Low
	Migration of contamination within groundwater to the nearby surface water features.		
Site users.	Dermal contact and inhalation.	It is considered unlikely significant contamination exists at the site. Furthermore, as the site is predominantly covered by hardstanding, it is considered unlikely site users will come into contact with any contamination.	Low
Neighbouring land uses including residential properties.	Migration of contamination within groundwater.	It is considered unlikely significant contamination exists at the site. The risk of contamination from the subject site impacting upon nearby land uses is therefore considered to be low.	Low
Site building.	Migration of ground gas into the site building.	It is considered unlikely significant contamination exists at the site. Furthermore, given the presence of hardstanding across the site in the vicinity of the buildings, it is considered likely this will act as a barrier to the migration of ground gas (if present) into the site buildings.	Low

Potential OFF SITE Sources of contamination:	No significant off site sources of contamination have been identified.
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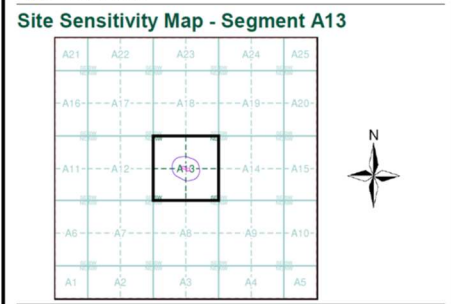
Likelihood of regulatory action:	Risk Rating
The site is considered to be suitable for current usage as student accommodation. On this basis, it is considered unlikely the site will attract regulatory attention in the future. In terms of Part IIA, it is considered unlikely any action will be taken unless the site is to be redeveloped.	Low

OVERALL RISK RATING:	LOW
-----------------------------	------------

Appendix 1: Site Boundary Plan



- General**
- Specified Site
 - Several of Type at Location
 - Discharge Consent
 - Enforcement or Prohibition Notice
 - Integrated Pollution Control
 - Integrated Pollution Prevention Control
 - Local Authority Integrated Pollution Prevention and Control
 - Local Authority Pollution Prevention and Control
 - Pollution Incident to Controlled Waters
 - Prosecution Relating to Authorised Processes
 - Registered Radioactive Substance
 - River Network or Water Feature
 - River Quality Sampling Point
 - Substantiated Pollution Incident Register
 - Water Abstraction
 - Water Industry Act Referral
- Agency and Hydrological**
- Contaminated Land Register Entry or Notice (Location)
 - Contaminated Land Register Entry or Notice
 - EA Historic Landfill (Buffered Post)
 - EA Historic Landfill (Polygon)
 - Integrated Pollution Control Registered Waste Site
 - Licensed Waste Management Facility (Location)
 - Licensed Waste Management Facility (Location)
 - Local Authority Pollution Prevention and Control Enforcement
 - Local Authority Recorded Landfill Site
 - Potentially Infiltrated Land (Non-water)
 - Potentially Infiltrated Land (Non-water)
 - Potentially Infiltrated Land (Water)
 - Potentially Infiltrated Land (Water)
 - Potentially Infiltrated Land (Water)
 - Registered Landfill Site
 - Registered Landfill Site (Location)
 - Registered Landfill Site (Post buffered to 100m)
 - Registered Landfill Site (Post buffered to 250m)
 - Registered Waste Transfer Site (Location)
 - Registered Waste Transfer Site
 - Registered Waste Treatment or Disposal Site (Location)
 - Registered Waste Treatment or Disposal Site
- Waste**
- Bearing Reference Point
 - Overhead Transmission Line
 - BOS Recorded Landfill Site
 - BOS Recorded Landfill Site
 - Local Authority Recorded Landfill Site (Location)
 - Local Authority Recorded Landfill Site
 - Potentially Infiltrated Land (Non-water)
 - Potentially Infiltrated Land (Non-water)
 - Potentially Infiltrated Land (Water)
 - Potentially Infiltrated Land (Water)
 - Potentially Infiltrated Land (Water)
 - Registered Landfill Site
 - Registered Landfill Site (Location)
 - Registered Landfill Site (Post buffered to 100m)
 - Registered Landfill Site (Post buffered to 250m)
 - Registered Waste Transfer Site (Location)
 - Registered Waste Transfer Site
 - Registered Waste Treatment or Disposal Site (Location)
 - Registered Waste Treatment or Disposal Site
- Hazardous Substances**
- COMAH Site
 - Explosive Site
 - NHHS Site
 - Planning Hazardous Substance Consent
 - Planning Hazardous Substance Enforcement
- Geological**
- BOS Recorded Mineral Site



Order Details

Order Number: 216864484_1_1
 Customer Ref: Loughborough
 National Grid Reference: 450800, 318610
 Slice: A
 Site Area (Ha): 0.2
 Plot Buffer (m): 100

Site Details

1-6, New Ashby Court, LOUGHBOROUGH, LE11 4EQ



JBS Environmental Limited

167 Manor Drive North
 Worcester Park
 Surrey
 KT4 7RT

Title:

Site boundary plan

Site address:

New Ashby Court,
 Sharpley Road,
 Loughborough,
 Leicestershire, LE11
 4EQ

Client:

Leagueframe Limited

Report Reference:

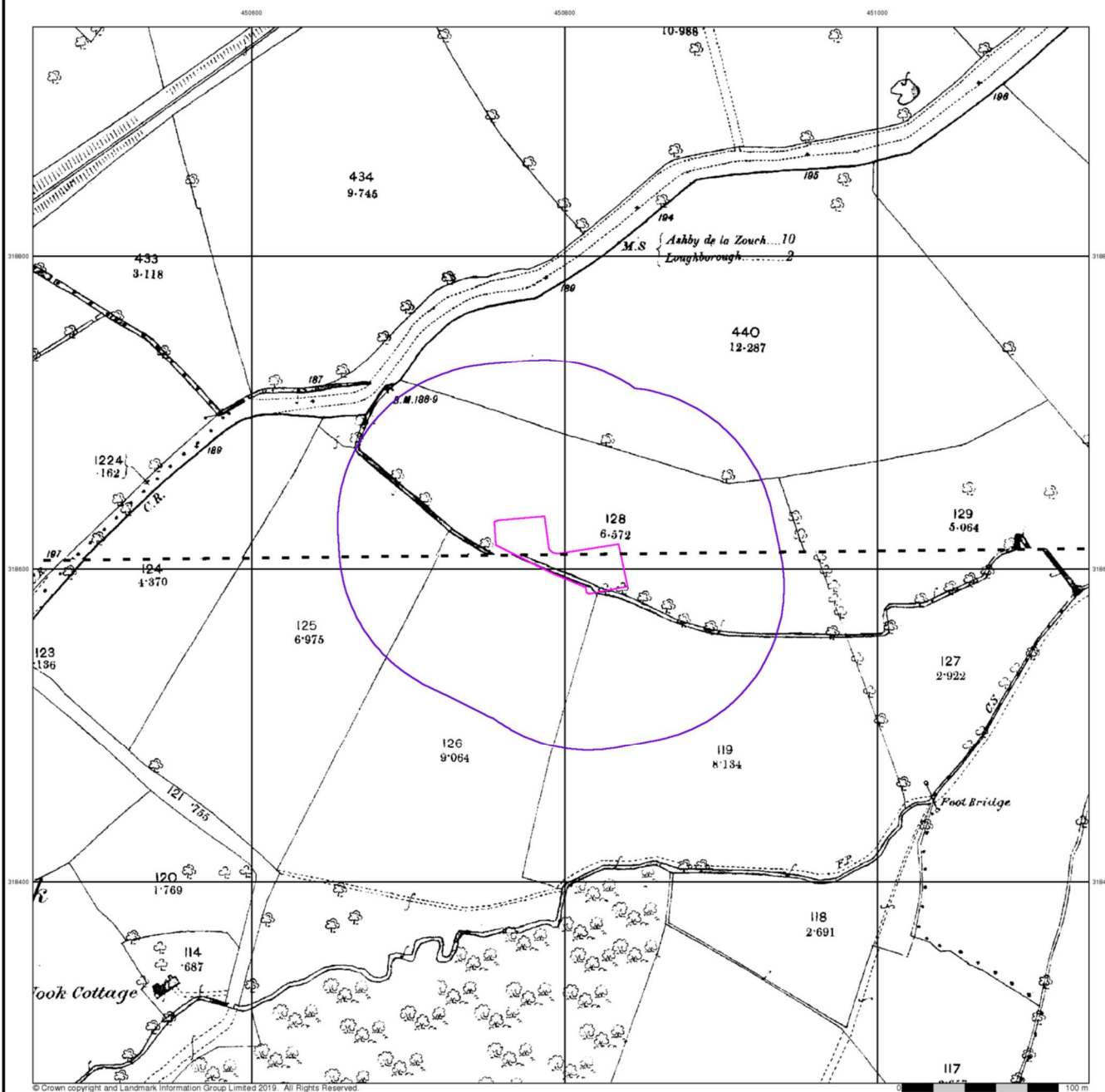
JBS189

Scale:

Original scale: 1:2,500

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Appendix 2: Historical Plans



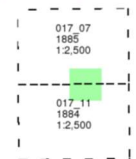
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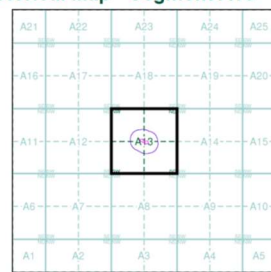
Leicestershire
Published 1884 - 1885
Source map scale - 1:2,500

The historical maps shown were reproduced from maps predominantly held at the scale adopted for England, Wales and Scotland in the 1840's. In 1854 the 1:2,500 scale was adopted for mapping urban areas and by 1896 it covered the whole of what were considered to be the cultivated parts of Great Britain. The published date given below is often some years later than the surveyed date. Before 1938, all OS maps were based on the Cassini Projection, with independent surveys of a single county or group of counties, giving rise to significant inaccuracies in outlying areas.

Map Name(s) and Date(s)



Historical Map - Segment A13



Order Details

Order Number: 216864484_1_1
 Customer Ref: Loughborough
 National Grid Reference: 450800, 318610
 Slice: A
 Site Area (Ha): 0.2
 Search Buffer (m): 100

Site Details

1-6, New Ashby Court, LOUGHBOROUGH, LE11 4EQ

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Tel: 0844 844 9952
 Fax: 0844 844 9951
 Web: www.envirocheck.co.uk



JBS Environmental Limited
 167 Manor Drive North
 Worcester Park
 Surrey
 KT4 7RT

Title:

1884 Mapping Sheet

Site address:

New Ashby Court,
 Sharpley Road,
 Loughborough,
 Leicestershire, LE11
 4EQ

Client:

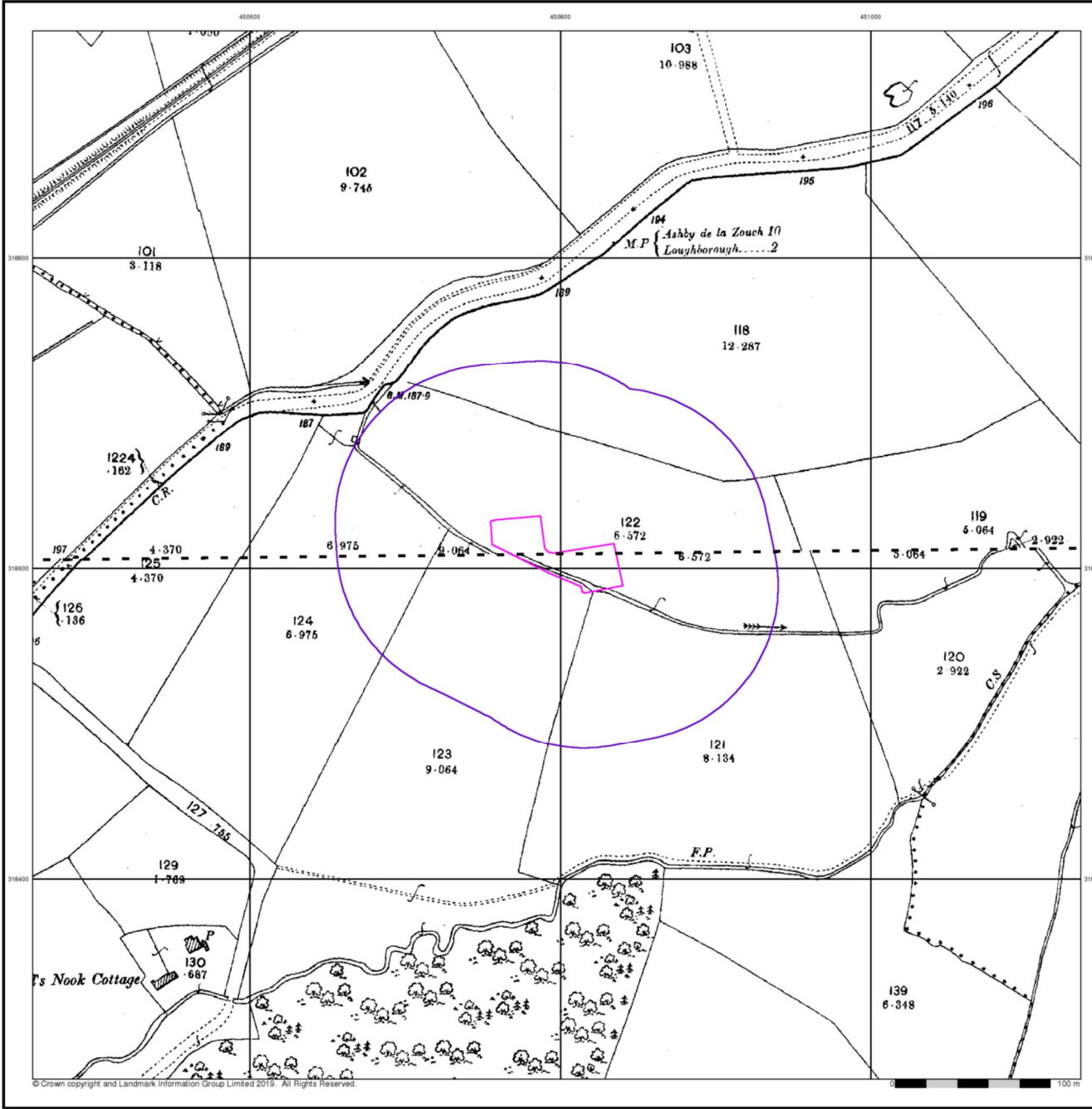
Leagueframe Limited

Report Reference:

JBS189

Scale:

Original scale: 1:2,500

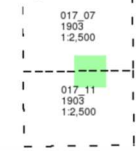


Envirocheck
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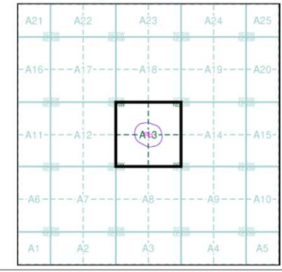
Leicestershire
Published 1903
Source map scale - 1:2,500

The historical maps shown were reproduced from maps predominantly held at the scale adopted for England, Wales and Scotland in the 1840 s. In 1854 the 1:2,500 scale was adopted for mapping urban areas and by 1896 it covered the whole of what were considered to be the cultivated parts of Great Britain. The published date given below is often some years later than the surveyed date. Before 1938, all OS maps were based on the Cassini Projection, with independent surveys of a single county or group of counties, giving rise to significant inaccuracies in outlying areas.

Map Name(s) and Date(s)



Historical Map - Segment A13



Order Details

Order Number: 216864484_1_1
 Customer Ref: Loughborough
 National Grid Reference: 450800, 318610
 Slice: A
 Site Area (Ha): 0.2
 Search Buffer (m): 100

Site Details

1-6, New Ashby Court, LOUGHBOROUGH, LE11 4EQ

Landmark
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 Web: www.envirocheck.co.uk
 A Landmark Information Group Service v50.0 05-Sep-2019 Page 3 of 14



JBS Environmental Limited
 167 Manor Drive North
 Worcester Park
 Surrey
 KT4 7RT

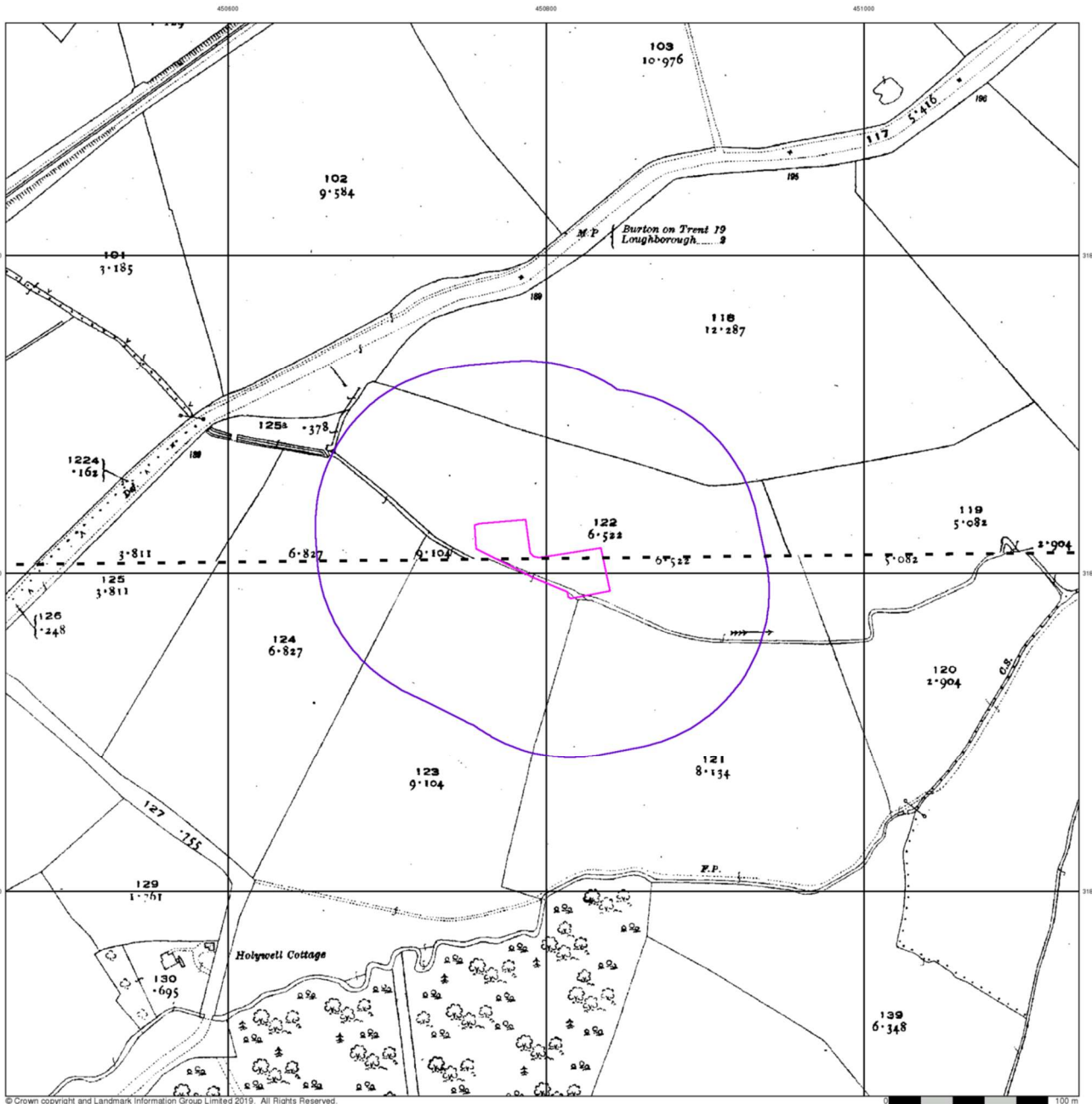
Title:
 1903 Mapping Sheet

Site address:
 New Ashby Court,
 Sharpley Road,
 Loughborough,
 Leicestershire, LE11
 4EQ

Client:
 Leagueframe Limited

Report Reference:
 JBS189

Scale:
 Original scale: 1:2,500



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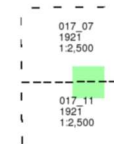
LANDMARK INFORMATION GROUP®

Leicestershire
Published 1921

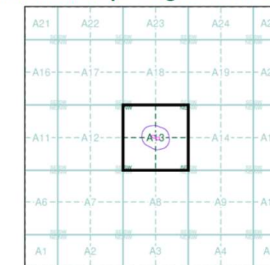
Source map scale - 1:2,500

The historical maps shown were reproduced from maps predominantly held at the scale adopted for England, Wales and Scotland in the 1840's. In 1854 the 1:2,500 scale was adopted for mapping urban areas and by 1896 it covered the whole of what were considered to be the cultivated parts of Great Britain. The published date given below is often some years later than the surveyed date. Before 1938, all OS maps were based on the Cassini Projection, with independent surveys of a single county or group of counties, giving rise to significant inaccuracies in outlying areas.

Map Name(s) and Date(s)



Historical Map - Segment A13



Order Details

Order Number: 216864484_1_1
 Customer Ref: Loughborough
 National Grid Reference: 450800, 318610
 Slice: A
 Site Area (Ha): 0.2
 Search Buffer (m): 100

Site Details

1-6, New Ashby Court, LOUGHBOROUGH, LE11 4EQ

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 Web: www.envirocheck.co.uk



JBS Environmental Limited

167 Manor Drive North

Worcester Park

Surrey

KT4 7RT

Title:

1921 Mapping Sheet

Site address:

New Ashby Court,
 Sharpley Road,
 Loughborough,
 Leicestershire, LE11
 4EQ

Client:

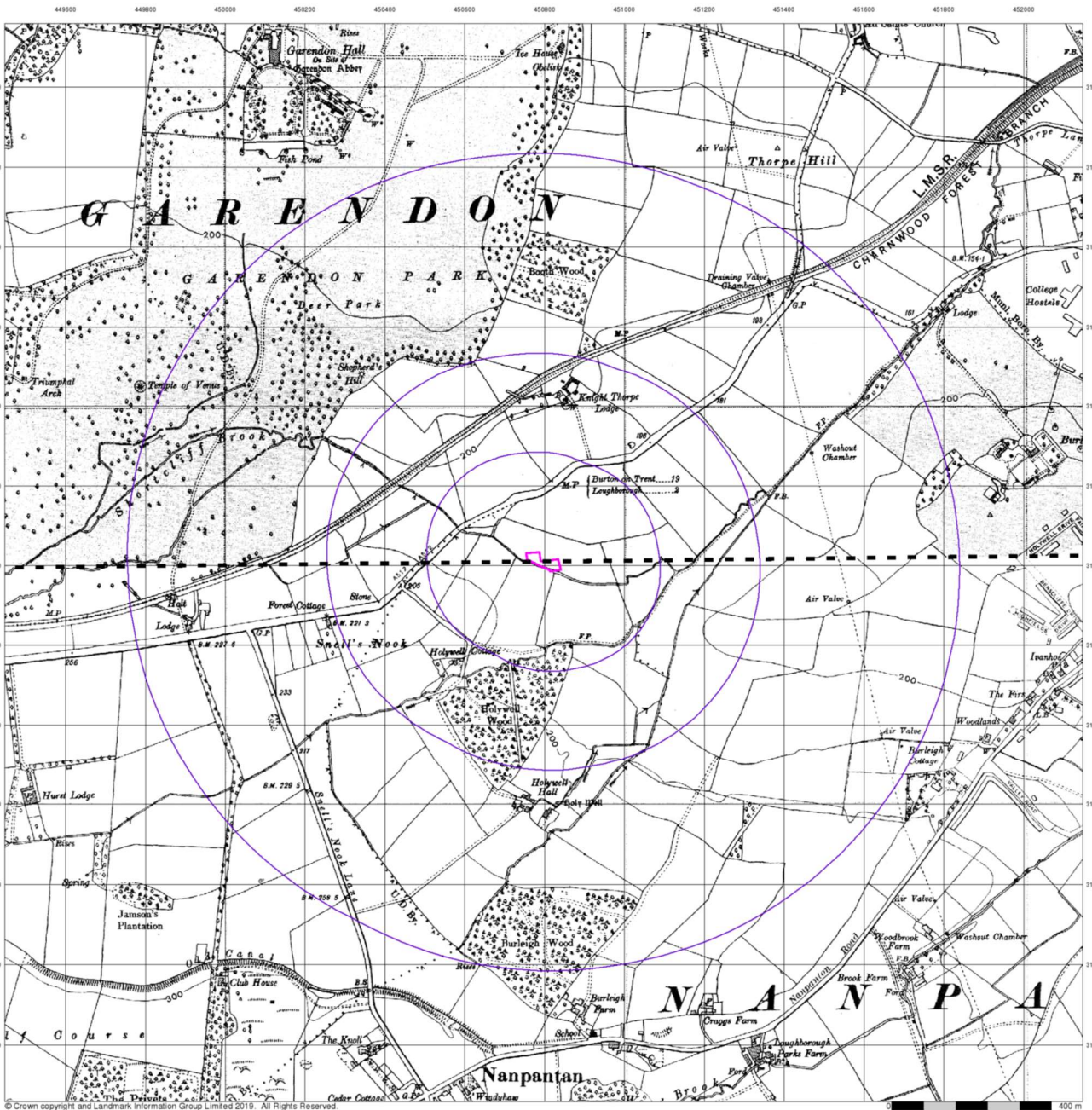
Leagueframe Limited

Report Reference:

JBS189

Scale:

Original scale: 1:2,500



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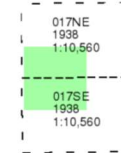
Leicestershire

Published 1938

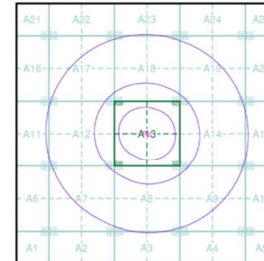
Source map scale - 1:10,560

The historical maps shown were reproduced from maps predominantly held at the scale adopted for England, Wales and Scotland in the 1840's. In 1854 the 1:2,500 scale was adopted for mapping urban areas; these maps were used to update the 1:10,560 maps. The published date given therefore is often some years later than the surveyed date. Before 1938, all OS maps were based on the Cassini Projection, with independent surveys of a single county or group of counties, giving rise to significant inaccuracies in outlying areas. In the late 1940's, a Provisional Edition was produced, which updated the 1:10,560 mapping from a number of sources. The maps appear unfinished - with all military camps and other strategic sites removed. These maps were initially overprinted with the National Grid. In 1970, the first 1:10,000 maps were produced using the Transverse Mercator Projection. The revision process continued until recently, with new editions appearing every 10 years or so for urban areas.

Map Name(s) and Date(s)



Historical Map - Slice A



Order Details

Order Number: 216864484_1_1
 Customer Ref: Loughborough
 National Grid Reference: 450800, 318610
 Slice: A
 Site Area (Ha): 0.2
 Search Buffer (m): 1000

Site Details

1-6, New Ashby Court, LOUGHBOROUGH, LE11 4EQ

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JBS Environmental Limited

167 Manor Drive North

Worcester Park

Surrey

KT4 7RT

Title:

1938 Mapping Sheet

Site address:

New Ashby Court,
 Sharpley Road,
 Loughborough,
 Leicestershire, LE11
 4EQ

Client:

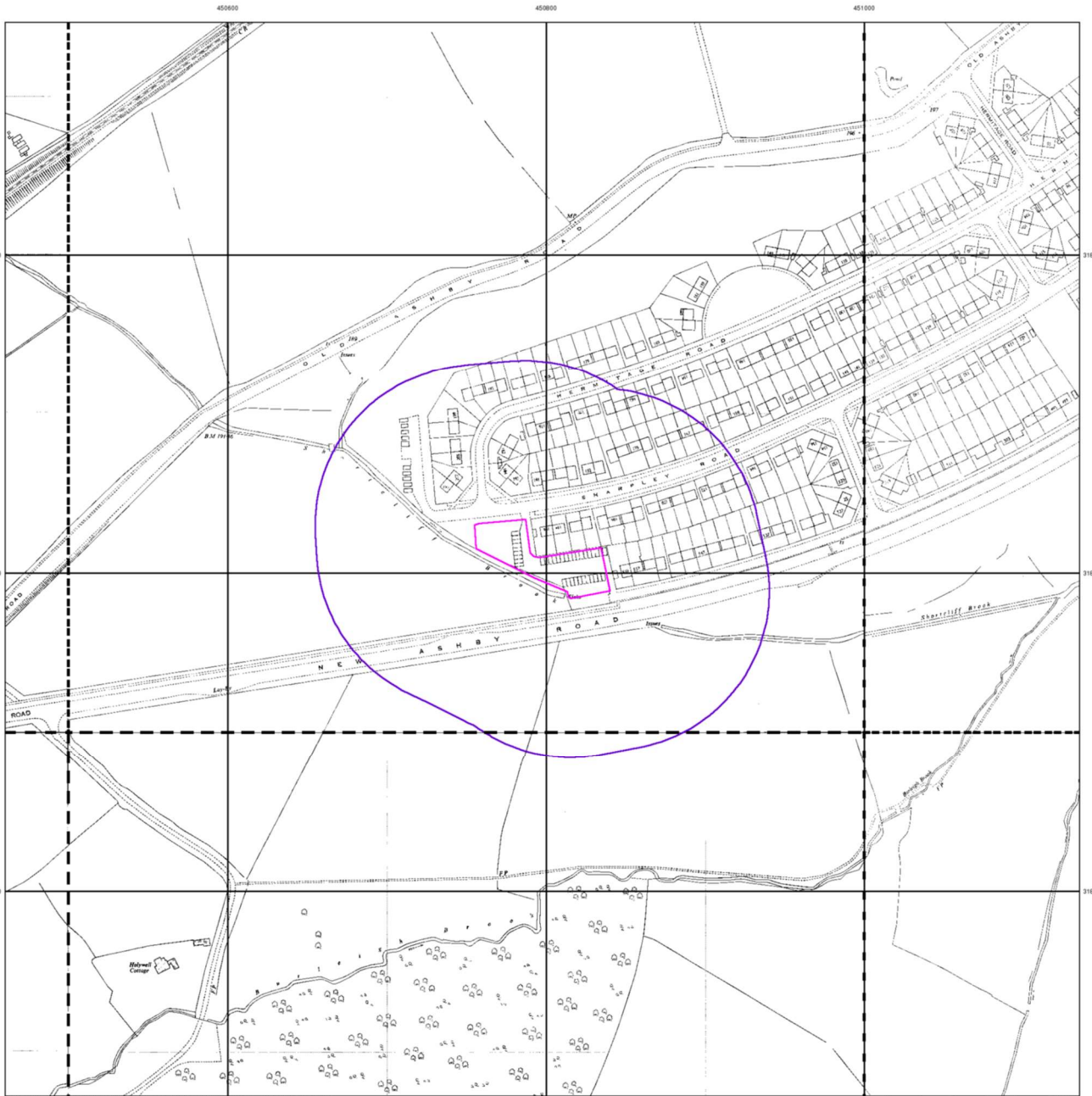
Leagueframe Limited

Report Reference:

JBS189

Scale:

Original scale: 1:2,500



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Ordnance Survey Plan

Published 1961

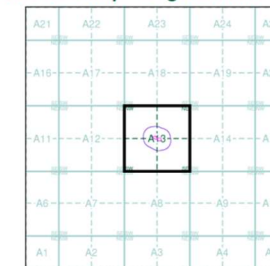
Source map scale - 1:1,250

The historical maps shown were reproduced from maps predominantly held at the scale adopted for England, Wales and Scotland in the 1840 s. In 1854 the 1:2,500 scale was adopted for mapping urban areas and by 1896 it covered the whole of what were considered to be the cultivated parts of Great Britain. The published date given below is often some years later than the surveyed date. Before 1938, all OS maps were based on the Cassini Projection, with independent surveys of a single county or group of counties, giving rise to significant inaccuracies in outlying areas.

Map Name(s) and Date(s)

SK5018NW 1961 1:1,250	SK5018NE 1961 1:1,250	SK5118NW 1961 1:1,250
SK5018SW 1961 1:1,250	SK5018SE 1961 1:1,250	SK5118SW 1961 1:1,250

Historical Map - Segment A13



Order Details

Order Number: 216864484_1_1
 Customer Ref: Loughborough
 National Grid Reference: 450800, 318610
 Slice: A
 Site Area (Ha): 0.2
 Search Buffer (m): 100

Site Details

1-6, New Ashby Court, LOUGHBOROUGH, LE11 4EQ

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 INFORMATION GROUP

Tel: 0844 844 9952
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 Web: www.envirocheck.co.uk



JBS Environmental Limited

167 Manor Drive North

Worcester Park

Surrey

KT4 7RT

Title:

1961 Mapping Sheet

Site address:

New Ashby Court,
 Sharpley Road,
 Loughborough,
 Leicestershire, LE11
 4EQ

Client:

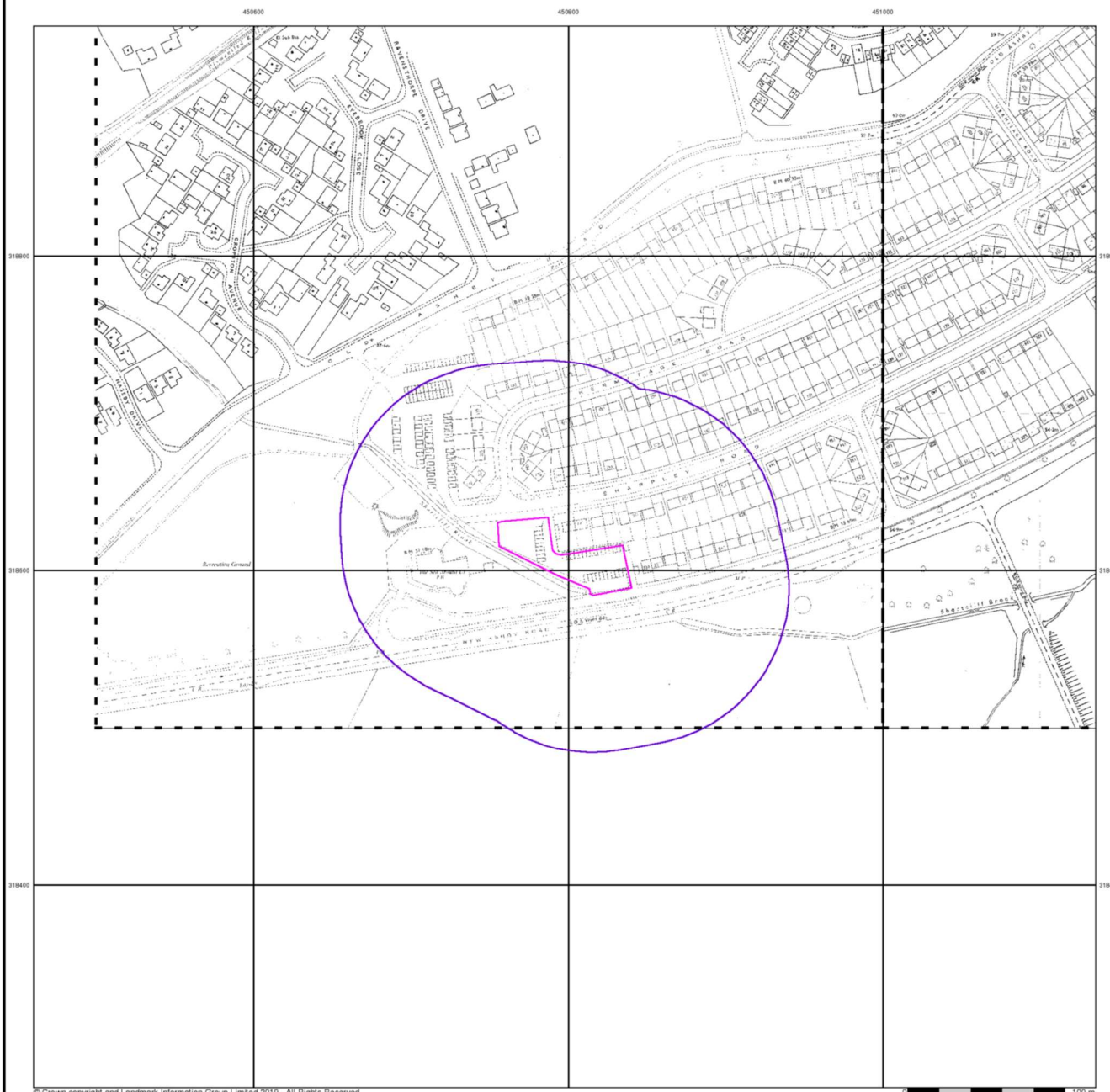
Leagueframe Limited

Report Reference:

JBS189

Scale:

Original scale: 1:2,500



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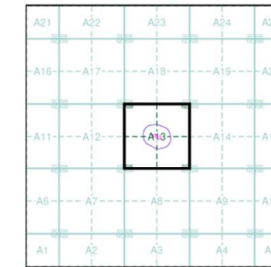
Additional SIMs
Published 1980 - 1991
Source map scale - 1:1,250

The SIM cards (Ordnance Survey's 'Survey of Information on Microfilm') are further, minor editions of mapping which were produced and published in between the main editions as an area was updated. They date from 1947 to 1994, and contain detailed information on buildings, roads and land-use. These maps were produced at both 1:2,500 and 1:1,250 scales.

Map Name(s) and Date(s)

SK5018NE 1980 1:1,250	SK5118NW 1991 1:1,250
-----------------------------	-----------------------------

Historical Map - Segment A13



Order Details

Order Number: 216864484_1_1
 Customer Ref: Loughborough
 National Grid Reference: 450800, 318610
 Slice: A
 Site Area (Ha): 0.2
 Search Buffer (m): 100

Site Details

1-6, New Ashby Court, LOUGHBOROUGH, LE11 4EQ



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JBS Environmental Limited

167 Manor Drive North

Worcester Park

Surrey

KT4 7RT

Title:

1980 Mapping Sheet

Site address:

New Ashby Court,
 Sharpley Road,
 Loughborough,
 Leicestershire, LE11
 4EQ

Client:

Leagueframe Limited

Report Reference:

JBS189

Scale:

Original scale: 1:2,500



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Large-Scale National Grid Data
Published 1993

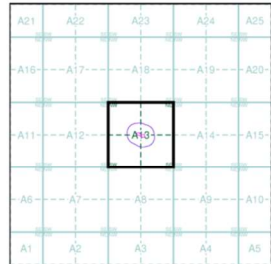
Source map scale - 1:1,250

'Large Scale National Grid Data' superseded SIM cards (Ordnance Survey's 'Survey of Information on Microfilm') in 1992, and continued to be produced until 1999. These maps were the fore-runners of digital mapping and so provide detailed information on houses and roads, but tend to show less topographic features such as vegetation. These maps were produced at both 1:2,500 and 1:1,250 scales.

Map Name(s) and Date(s)

SK5018NW 1993 1:1,250	SK5018NE 1993 1:1,250	SK5118NW 1993 1:1,250
SK5018SW 1993 1:1,250	SK5018SE 1993 1:1,250	SK5118SW 1993 1:1,250

Historical Map - Segment A13



Order Details

Order Number: 216864484_1_1
Customer Ref: Loughborough
National Grid Reference: 450800, 318610
Slice: A
Site Area (Ha): 0.2
Search Buffer (m): 100

Site Details

1-6, New Ashby Court, LOUGHBOROUGH, LE11 4EQ

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JBS Environmental Limited

167 Manor Drive North

Worcester Park

Surrey

KT4 7RT

Title:

1993 plan

Site address:

New Ashby Court,
Sharpley Road,
Loughborough,
Leicestershire, LE11
4EQ

Client:

Leagueframe Limited

Report Reference:

JBS189

Scale:

Original scale: 1:2,500



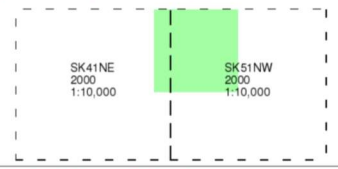
Envirocheck®

LANDMARK INFORMATION GROUP®

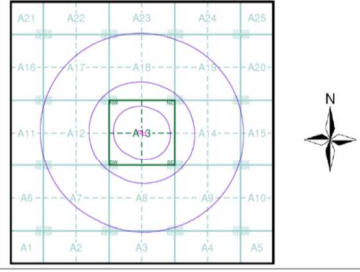
10k Raster Mapping
Published 2000
Source map scale - 1:10,000

The historical maps shown were produced from the Ordnance Survey's 1:10,000 colour raster mapping. These maps are derived from Landplan which replaced the old 1:10,000 maps originally published in 1970. The data is highly detailed showing buildings, fences and field boundaries as well as all roads, tracks and paths. Road names are also included together with the relevant road number and classification. Boundary information depiction includes county, unitary authority, district, civil parish and constituency.

Map Name(s) and Date(s)



Historical Map - Slice A



Order Details

Order Number: 216864484_1_1
 Customer Ref: Loughborough
 National Grid Reference: 450800, 318610
 Slice: A
 Site Area (Ha): 0.2
 Search Buffer (m): 1000

Site Details

1-6, New Ashby Court, LOUGHBOROUGH, LE11 4EQ



Tel: 0844 844 9952
 Fax: 0844 844 9951
 Web: www.envirocheck.co.uk



JBS Environmental Limited
 167 Manor Drive North
 Worcester Park
 Surrey
 KT4 7RT

Title:

2000 plan

Site address:

New Ashby Court,
 Sharpley Road,
 Loughborough,
 Leicestershire, LE11
 4EQ

Client:

Leagueframe Limited

Report Reference:

JBS189

Scale:

Original scale: 1:2,500

APPENDIX F – SCOPE OF SERVICE



Scope of Service

BUILDING SURVEYS

1.0 Scope of Service

1.1 We will visually inspect the premises identified and prepare a Building Survey Report detailing the condition and any significant defects in the premises. The Building Survey will be prepared with due regard to the Client's interest in the premises, as far as this has been communicated and all other information we are provided relating to the building's condition.

1.2 The Report will be prepared in a format suitable to assess any significant defects and establish their severity or identify if further specialist investigations are required. An electronic copy of the Building Survey Report will normally be provided unless otherwise agreed.

1.3 The Building Survey Report will be limited to accessible areas of the premises identified. The Building Survey will deal with the demised area of any leased premises. Brief comment may be made on common areas covered by service charges.

2.0 Documents

2.1 We will first inspect all documents provided by the Client that are relevant to the instruction. Late disclosure of relevant documents may have cost implications in respect of our fees and our advice.

3.0 Limitations of Inspection

3.1 We will identify items during our site inspection that are relevant to the instruction, based on the examination of elements that can be seen without damaging the property, its decorations or contents. We will use reasonable endeavours to see relevant parts of the property including reasonably accessible roof spaces, ducts and traps.

3.2 We will not inspect parts that are covered, unexposed or inaccessible, move furniture, lift carpets or attempt to raise manhole covers and will therefore be unable to report that such parts of the property are free from defect. No voids or other concealed spaces will be inspected unless Asbestos Registers show that we can safely access these areas.

3.3 Despite a thorough investigation, minor defects and problems such as faulty tap washers, vibrating noisy pipes etc, are not always apparent. Also, defects sometimes appear as a result of extreme weather conditions or time passing which were not present at the time of our inspection. We cannot therefore guarantee that defects of this type will be included in the Building Survey Report.

3.4 Where high level (roof) access or inspection of concealed areas is required this is to be agreed prior to our inspection. Contractors engaged to provide services such as provision of a cherry picker, lifting of manholes or testing of drain runs can be instructed by ourselves on behalf of the Client; the payment of a contractor's invoice will be the sole responsibility of the Client.

3.5 Unless otherwise stated the fee quoted is based on a single visit to the site/building. If, due to matters outside our control, we have to make a second or subsequent visits to site due to full access not being available as informed, we reserve the right to charge additional fees for abortive time.

3.6 The inspection will be limited to the premises shown on documents provided. Where plans are not available, the Surveyor will make assumptions as to the extent of the property.

4.0 Testing and Sampling

4.1 Unless specifically instructed we will not carry out or arrange for the carrying out, of any sampling or testing. No testing or investigation will be undertaken to determine the presence of radon gas, any contamination, high alumina cement, calcium chloride, carbonation, insufficient depth of concrete cover to reinforcement, flammable insulation to composite panels, lead based paint, deleterious materials etc. These tests and reports can be organised upon receipt of your specific instructions. We will charge an additional fee for organising these tests and payment of any contractor's or specialist's invoices will remain the sole responsibility of the Client.

4.2 The Client acknowledges that all risks and liabilities relating to toxic mould and asbestos, howsoever arising, remain with the Client and the Client shall take such steps as it deems necessary to insure against or otherwise address such risks and liabilities.

5.0 Legal and Statutory

5.1 We will not carry out or arrange for the carrying out, of any examination or assessment in respect of Employment Law, health and safety, fire precautions, means of escape, structural integrity etc. We may comment on some of these elements, however cannot be an expert in every area or be held liable for any omission.

Terms of Engagement for Building Consultancy Services

1 INTERPRETATION

i) In these Terms:

"Agreement" means the agreement between the Client and LSH for carrying out the Service incorporating the Terms and the Engagement Letter.

"Client" means the person to whom LSH is to provide services in accordance with the Terms and includes the person to whom the Engagement Letter is addressed.

"Director" means any person whose title includes the word 'director' whether or not a statutory director.

"Engagement Letter" means the letter or proposal document sent out by LSH to the Client setting out the basis on which it will carry out the Service.

"Expert Witness Terms" means the terms and conditions which, in addition to the Terms of Engagement letter, govern the provision of the Expert Witness Services (as defined within the Expert Witness Terms of Engagement).

"Force Majeure" means any circumstances beyond the reasonable control of LSH including without limitation, war or threat of war, actual or threatened terrorist activity, any form of industrial action, disaster, adverse weather, act of God or act of governmental or other regulatory bodies.

"LSH" means Lambert Smith Hampton Group Limited whose registered office is at United Kingdom House, 180 Oxford Street, London W1D 1NN and any company which is the same group of companies as that company.

"Property" means the property identified in the Engagement Letter and any agreed variation to the Engagement Letter, (and includes any property being or to be constructed altered, repaired or modified as part of the Service).

"RICS" means the Royal Institution of Chartered Surveyors.

"Scope of Service" means the schedule setting out the scope of service appended to or otherwise referred to in the Engagement Letter.

"Service" means the service to be performed or procured by LSH under the Agreement including, where applicable, any Expert Witness Services (as defined in the Expert Witness Terms).

"Terms" means the terms and conditions set out in this document and includes the Expert Witness Terms and any other terms and conditions set out in the Engagement Letter or any other letter or document from LSH accompanying, supplementing or varying the Terms.

ii) In these Terms:

- (a) A reference to "writing" includes electronic mail
- (b) A reference to any provision of a statute or regulation shall be construed as a reference to that provision as it is in force at the relevant time taking account of any amendment, re-enactment, extension or repeal.
- (c) Except where the context otherwise requires, words denoting the singular include the plural and vice versa, words denoting any gender include all genders and any reference to a "person" includes an individual, firm, corporation and/or other legal entity.
- (d) References to a numbered Condition are to that condition in these Terms.
- (e) The headings are for convenience only and shall not affect the interpretation of these Terms.

2 GENERAL

- i) The Agreement shall be made when the Client receives a copy of the Terms or gives instructions to LSH, whichever shall be the later, and shall be subject to the Terms, which shall also apply to all or any part of the Service carried out prior to such date.
- ii) LSH shall perform all Services on the basis of the Terms only, which shall apply to the exclusion of any other terms and conditions which the Client may seek to impose.
- iii) No variation of the Terms or the Engagement Letter shall be binding unless previously agreed in writing by a Director of LSH and in entering into the Agreement the Client acknowledges that it has not relied on any statement, promise or representation which has not been confirmed in writing by a 'Director' of LSH.
- iv) In the event of any ambiguity or conflict between any of the documents comprising the Agreement, the Engagement Letter shall take precedence over any of the other Terms.

- v) Nothing in the Agreement shall confer or purport to confer on any third party any benefit or right to enforce any terms of the Agreement. No term of the Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to the Agreement, although this shall not affect any right or remedy of any third party which exists or is available other than under such Act.
- vi) LSH's duties under the Agreement shall be limited to those set out in the Terms.
- vii) LSH shall be entitled to accept and act on any instruction given to LSH by any person who is an employee of, or agent, advisor or subcontractor to, the Client.
- viii) If any provision of the Terms shall become or be declared illegal, invalid or unenforceable for any reason such provision shall be divisible and shall be deemed to be deleted, from the Terms.
- ix) Nothing in this Condition 2 shall exclude or limit LSH's liability for fraud or fraudulent misrepresentation.
- x) The Client shall provide its authority, instructions or information required to LSH promptly.
- xi) It is a Condition of the Client's agreement with LSH that (save where LSH instructs independent experts, consultants or other third parties on the Client's behalf) the duties and responsibilities owed to the Client are solely and exclusively those of LSH and that no employee of LSH shall owe the Client any personal duty of care or be liable to the Client for any loss or damage howsoever arising as a consequence of the acts or omissions of such employee (including negligent acts or omissions) save and to the extent that such loss or damage is caused by the fraud, dishonesty, wilful misconduct or unauthorised conduct on the part of such employee.

3 SERVICE

LSH shall seek to provide a service such as would be expected of a national firm of consultant surveyors in a proper professional manner and shall perform the Service with all reasonable care and skill.

The Service shall, however, be provided on the basis that:

- i) LSH reserves the right to carry out instructions in accordance with such procedures, principles or methodologies as LSH deems to be appropriate. Where appropriate, LSH shall comply with the relevant Practice Statements and Guidance Notes published by the RICS.
- ii) LSH should carry out a visual inspection of all accessible internal and external parts of the Property available at the time of the inspection only and LSH shall not be obliged and shall unless otherwise agreed not carry out any inspection of parts of the Property that require opening up or invasive investigations or of concealed or inaccessible areas and LSH shall not be under any duty to identify or deal with any concealed defects or generally any closed up areas or spaces and LSH shall not be obliged and will not unless otherwise agreed carry out any inspection of external parts of the Property above 2 metres high and, in any event, will only carry out external inspections to the extent that a fixed and safe form of appropriate access is available or if the Client instructs LSH and LSH agrees to hire specialist access equipment at the Client's expense.
- iii) The Client shall indemnify LSH in the event that LSH are required or if it is reasonably necessary to carry out any form of opening up or invasive investigation to the Property or in the event that LSH agree to hire or procure specialist access equipment and such indemnity is in respect of all actions, claims, demands, expenses and proceedings arising out of or in connection with or incidental to the carrying out of such inspections with or without specialist access equipment in respect of the Client's Property or any third party or third party's property other than those arising by virtue of the negligent or wilful default of LSH or its employees or agents and the Client shall specifically indemnify LSH against the cost of any remedial or reinstatement works required following the carrying out of such investigations.
- iv) No building materials including the fabric of the Property or any constituent parts or services shall be tested or analysed unless specifically requested and agreed by LSH.
- v) LSH shall not be under any obligation to inspect any service media, conduits, drains or shafts including lift shafts, service ducts, suspended ceilings or floors and any advice or comments made by LSH about any such areas must not be relied on by the Client without specialist survey.
- vi) The Services shall be limited to matters upon which it is suitable and usual for a chartered building surveyor to advise and unless the Client specifically instructs and LSH accepts such instruction in writing, LSH will not undertake any detailed engineering, service installations, plant and machinery or structural inspections or reports regarding the Property.
- vii) LSH shall not be obliged and will not unless otherwise agreed carry out any assessment or advice in respect of environmental or contamination issues relating to the Property and in all cases a specialist shall be instructed to this purpose.

- viii) LSH shall not be obliged to provide estimates for any likely cost of works or quantities or other such specialist advice unless the Client instructs LSH and LSH agree in writing to perform such services and LSH shall not be obliged and will not unless otherwise agreed carry out any service including the certification or approval of works or stages of works or payments to contractors or due under any form of contract or otherwise unless the Client instructs LSH to do so and LSH agrees in writing to perform such services.
- ix) LSH will not provide advice regarding IT management infrastructure or services including computers, data chip information sensitivity, compliance issues, software or hardware in connection with climate control or other facility management systems.
- x) Estimates of times for performance of all or any part of the Service have been made upon the basis of information available to LSH at the time and are approximate only so that LSH shall not be bound by any such estimate.
- xi) LSH may, if it considers it appropriate, secure performance of any or all Services by instructing one or more other persons (whether as sub-contractor or in any other capacity) upon such terms as LSH considers appropriate. In circumstances where LSH secures the performance of another person, no additional fee shall be payable by the Client in the absence of prior agreement to such additional fee but the Client shall be liable to pay all fees and other sums payable to LSH as if all Services had been performed by LSH.
- xii) The Client shall provide LSH (or ensure that LSH is provided) with details of any other consultants or contractors appointed or to be appointed by the client relevant to the Service and shall provide LSH with details and shall facilitate access to the Property and the Clients shall be liable to pay LSH for any abortive time incurred in travelling, waiting or otherwise in connection with access and inspection arrangements.

4 THE PROPERTY

i) Information

The Client warrants, represents and undertakes to LSH that (save as specifically notified to LSH by the Client in writing):

- (a) LSH shall be entitled to rely upon information and documents provided by or on behalf of the Client including those relating to matters such as Health & Safety, the Asbestos Register, Energy Performance and details of tenure, tenancies, use, contamination, building costs, costs of development, town planning consents and building regulation consents and the like as being, to the best of the Client's knowledge, information and belief, accurate and not misleading (either on their face or by inference or omission) and the Client shall advise LSH and shall instruct any advisor to inform LSH in the event that the Client and/or any advisor receives notice or becomes in any other way aware that any information given to LSH is or may be misleading or inaccurate.
- (b) It shall provide legible true copies of any relevant documents reasonably required by LSH including all/any court orders and directions where LSH are appointed as expert witness.
- (c) It shall make arrangements for the inspection of or attendance at the Property by LSH on reasonable notice in order to carry out the Service.
- (d) there are no facts known to the Client which ought to be brought to the attention of LSH to enable it to ensure that access to or inspection of the Property by any person is safe and without risks to health.

ii) Assumptions

Except where disclosed to LSH in writing, LSH shall be entitled to assume the following as appropriate:

- (a) LSH shall not take account of any item in the nature of the tenant's fixtures and fittings, improvements, plant equipment, and machinery and LSH may (without any obligation to do so) make any reasonable assumptions to identify if any fixtures and fittings are part of the Property and which would pass, with the Property, on reversion, back to the landlord and that all such tenant's improvements or fixtures and fittings have all necessary consents and are not subject to any onerous conditions.
- (b) The Property has the benefit of full planning consent or established use rights and building regulations and other statutory, regulatory or contractual approvals.
- (c) The Property complies with all relevant statutory requirements including all relevant fire safety legislation and that a fire certificate if required will be issued if it has not already been issued.
- (d) The Property is not contaminated or potentially contaminated. Unless specifically instructed, LSH shall not undertake any investigation into the past or present uses of either the Property or any adjoining or nearby land, to establish whether there is any potential for contamination from

these uses and shall assume that none exists.

iii) Other matters

Unless otherwise agreed by LSH in writing:

- (a) LSH shall not be responsible for making any local search or other enquiries of local or any other authorities, including town planning enquiries or investigation of title regarding the Property, which shall be the Client's sole responsibility, and LSH may rely on any such information provided by the Client or the Client's advisors without further enquiry. If LSH shall make oral or other enquiries regarding the Property to third parties, the results of such enquiries shall not be relied on by the Client.
- (b) Subject to agreement of the terms of any subsequent instruction, LSH shall not be responsible for making any structural or site survey or audit of the Property such as may be required under the Equality Act 2010 or the Control of Asbestos Regulations 2012 or with respect to any other statutory regulations or recommendations or for testing any services to or on the Property, including the availability of broadband or other communications or information technology infrastructures.
- (c) Any advice, approval or representation made by LSH or any person on behalf of LSH regarding the legal meaning or effect of any lease or contract shall not be relied on by the Client and such advice shall be limited to matters upon which it is suitable for a Chartered Surveyor to advise and shall not constitute advice regarding legal interpretation or drafting issues. Unless otherwise agreed in writing between the Client and LSH, LSH shall not be obliged to advise upon the interpretation or drafting of any draft agreements, leases or other legal or technical documents.
- (d) Unless the Client shall specifically commission a formal management arrangement with relevant obligations and LSH accept such instruction on terms to be agreed, the Client shall remain responsible for the insurance of the Property and for notifying its insurers should the Property become vacant. LSH shall not be responsible for the management, security or deterioration of the Property or, except in respect of death or personal injury caused by the negligence of LSH or its employees or agents, for any other like matter or loss however caused. If the keys for the Property are held by LSH then the Client shall be deemed to have given authority to LSH to supply keys to any persons who wish to inspect the Property or carry out works or inspections at the Property and LSH shall accept no responsibility for the action of such persons. The Client shall effect and maintain full insurance cover against any claim that may be made by LSH or any representative or employee of LSH or by any third party in respect of any loss, damage or injury however caused arising directly or indirectly under or in respect of the Agreement.
- (e) LSH shall not be responsible for advising in respect of, or effecting the service of, any notice or schedule required to be given under statute or under the provisions of any contract or lease or otherwise and shall not be liable for advice, interpretation or compliance with any time periods or other provisions under statute, regulation (including the Civil Procedure Rules for the time being) or provided for in any contract or lease including any notice of appeal or for making payments or carrying out any other actions in accordance with such time periods or provisions including, unless agreed in writing by LSH otherwise, any form of certification or approval of works.
- (f) Whilst LSH shall endeavour to treat all information which is relevant to the Client's instruction as confidential, LSH may at its sole discretion provide any information to other professionals or third parties associated with this instruction and, in any event, LSH may be required to provide such information to a court, tribunal or the other party in any proceedings.
- (g) LSH shall not be under any duty to carry out conflict checks in relation to any third party (such as related companies) other than the Client or any other relevant party notified in writing by the Client to LSH.

5 TERMS OF PAYMENT

- i) Unless otherwise stated in the Engagement Letter the Client shall be liable to pay LSH its remuneration or a due proportion of its remuneration at intervals to be determined by LSH or in the absence of such determination on completion of the Service at LSH's discretion. Payments are due on issue of the invoice and the final dates for payment by the Client shall be 30 days' from the date of issue of the invoice.
- ii) LSH shall provide such information as is reasonably required in support of each invoice.
- iii) No later than 5 days after the amount stated in the invoice becomes due, the Client shall notify LSH of the sum that the Client considered was due on the payment due date and the basis on which that sum is calculated.
- iv) The Client shall pay LSH the sum referred to in clause 5iii) (or if the Client has not given a notice under clause 5iii) the sum referred to in

LSH's invoice) (the "Notified Sum") on or before the final date for payment of each invoice unless the Client has given notice of intention to pay less in accordance with clause 5iii).

- v) Not less than 5 days before the final date for payment the Client may give LSH notice that the Client intends to pay less than the Notified Sum (a "pay-less notice"). Any pay-less notice shall specify:
 - (a) the sum that the Client considers to be due on the date the notice is served; and
 - (b) the basis on which the sum is calculated.
- vi) LSH shall be entitled to submit accounts for expenses at the time when incurred or ordered by LSH and such accounts shall be payable by the Client whether or not the Client withdraws its instructions. Accounts for expenses are due for settlement on presentation. Alternatively LSH may arrange for the suppliers to invoice the Client directly for services supplied.
- vii) VAT will be payable where applicable at the prevailing rate on all fees and expenses.
- viii) LSH reserves the right to charge the Client interest (both before and after any judgment) on any unpaid invoice at the rate of 3% per annum above the base lending rate of the Bank of Scotland calculated on a daily basis from 30 days after the date of issue of its invoice up to and including the date of settlement in full.
- ix) If any sum due to LSH from the Client remains unpaid for more than 30 days after the date of issue of the invoice and no pay-less notice has been issued in respect of such sum LSH shall be entitled to suspend all further work for the Client until the outstanding sum is paid to LSH in full. In these circumstances LSH shall not be liable for any delays, losses or expenses resulting from such suspension.
- x) Where there are two or more clients in the case of a joint or multiple instruction by multiple parties invoices for an appropriate share of any fees or expenses as determined in LSH's sole discretion shall be issued to all or any client simultaneously or otherwise and each client shall be jointly and severally liable for the full amount of LSH's fees or expenses in the event that payment is not received from one or more clients.

6 FEES AND EXPENSES

- i) Fees shall be charged at the rate set out in the Engagement Letter or as otherwise agreed in writing between LSH and the Client. In the event of a change in the Scope of Service or LSH being required to carry out additional Services, LSH reserves the right to charge an additional fee.
- ii) In addition to the fees referred to in Clause 6i) the Client shall be responsible for all fees and expenses incurred or ordered in respect of the Property which may include without limitation photography, mailing, administration, Anti-Money Laundering checks, travel, mileage, messenger delivery and copying of documents and plans. Expenses shall be passed on to the Client at gross cost unless otherwise stated in the Engagement Letter. LSH shall be entitled to retain any discounts or commissions which are available or paid to LSH in order to offset administrative expenses. A copy of LSH's rates where applicable shall be made available upon request, such rates being subject to amendment from time to time by LSH on written notice.
- iii) If it is agreed with the Client, in connection with the service, that the resolution of a dispute with a third party is referred or if such dispute is otherwise referred to an adjudicator, arbitrator, expert, mediator, court or tribunal, all costs in connection with such referral shall be the sole liability of the Client and will either be paid for direct by the Client or be recharged to the Client as an expense and the Client will indemnify LSH in respect of any liability or costs in such matters.
- iv) Unless specifically provided for in the Terms or Engagement Letter or as otherwise agreed in writing between LSH and the Client the fees do not include remuneration for acting as expert witness for which service a separate fee shall be required.

7 INTELLECTUAL PROPERTY

- i) Ownership in any information, documents or other material provided by the Client to LSH in relation to the Property or Services shall remain the property of the Client ('Client Material') and LSH is granted a perpetual royalty free licence to use, copy, adapt and modify such Client Material for the purposes of performing the Services and for the purposes of advertising or promoting LSH and its business.
- ii) Ownership of all materials, know-how, developments, reports, forecasts, drawings, accounts and other documents originated by LSH in relation to or arising out of the Service shall belong to LSH.
- iii) LSH shall grant the Client a perpetual royalty free licence to use the LSH Report. The Client may not use the whole, or any part of the LSH Report, or any reference to it in any published document, circular or statement, without LSH's written approval of the form and context in which it shall appear. Such approval is required whether or not LSH is referred to by name and whether or not the reports are combined with others.

- iv) The parties to the Agreement shall have an irrevocable, royalty-free, non-exclusive licence to copy and use the materials referred to in clauses 7i) and 7ii) but only for the purposes related to the Property. Such purposes shall include the operation, maintenance, repair, alteration, extension, promotion, reinstatement, leasing and/or sale of the Property provided that:
 - (a) The designs in any such materials shall not be used for any extension of the Property or for any other project; and
 - (b) LSH shall not be liable for the use of any such materials for a purpose other than that for which they were prepared.
 - (c) If at any time the Client is in default of payment of fees or other amounts properly due, LSH may suspend further use of the licence and any sub-licences. Use of the licence may be resumed on receipt of such outstanding amounts.

8 INDEMNITY

- i) The Client shall indemnify and keep indemnified LSH from and against all and any liability, losses, damages, penalties, fines, costs and expenses (including legal costs and expenses) suffered or incurred by LSH arising out of or by virtue of:
 - (a) The breach by the Client of any of its obligations under the Terms;
 - (b) The Client's instructions to LSH other than any losses, damages, costs and expenses arising by virtue of the negligence or wilful default of LSH or its employees or agents; or
 - (c) Any allegation that the Property (including without limitation the means of access to or egress from the same or any plant or substances in such premises provided for the use of any person) were not safe or posed a risk to health except where LSH had been notified in writing of all facts necessary to bring to the attention of LSH the fact that the Property (including without limitation the means of access to or egress from the same or any plant or substances in such premises) was not safe or posed a risk to health.

9 LIMITATION AND LIABILITY

- i) Nothing in this Agreement shall limit LSH's liability for death and/or personal injury caused by LSH.
- ii) Subject to clause 9i) above, in respect of this Agreement, the aggregate liability of LSH to the Client whether arising from negligence, tort, breach of contract or other obligation or duty or otherwise shall be limited to one million pounds sterling (£1,000,000.00).
- iii) Subject to clause 9i) above, LSH shall not be liable for any claim to the extent that such claim is or can be characterised as a claim for (or arising from):
 - (a) Loss of revenue or profits;
 - (b) Loss of business opportunity or loss of contracts;
 - (c) Loss of goodwill or injury to reputation;
 - (d) Indirect, consequential or special loss or damage; or
 - (e) Anticipated savings.
- iv) In the event of the Client engaging LSH together with other advisers, service providers and/or suppliers engaged by the Client or any other third party in relation to the Property, LSH's liability shall, in addition to the limitations contained in clauses 9ii) and 9iii) above, be limited to that proportion of any loss or damage suffered by the Client as it would be just and equitable for LSH to bear having regard to LSH's responsibility for it and on the basis that all other advisers, service providers and/or suppliers shall be deemed to have paid such proportion of the relevant loss or damage suffered by the Client which is just and equitable for them to have paid having regard to the extent of their respective responsibilities.
- v) Except where LSH has entered into a specific agreement with a third party, LSH's advice is provided solely for the purpose of the Service and to the Client. Should the Client disclose any part of LSH's advice, including any part of any document to any third party, the Client shall notify such third party in advance of the disclosure and in writing that LSH does not owe a duty of care to such third party. The Client shall indemnify LSH and hold LSH harmless against all liabilities, costs, expenses, damages and losses suffered or incurred by LSH arising out of or in connection with such disclosure by the Client.
- vi) All risks and/or liabilities in relation to toxic mould, deleterious materials, contamination, radon gas, HAC or calcium chloride shall remain with the Client and the Client shall take such steps as it deems necessary to insure against or otherwise address such risks and liabilities.
- vii) LSH is not qualified to and will not provide any advice or services in connection with asbestos. The Client acknowledges that all risks relating to asbestos howsoever arising remain with the Client who shall take such steps as it deems necessary to address such risks. If appropriate the Client will arrange for the appointment by the Client of specialist

asbestos consultants.

- viii) LSH will not advise on capital allowances in performance of the Services and will not be liable for any liability, losses, damages, penalties, fines, costs and expenses suffered or incurred by the Client or any other Third Party in respect of capital allowances. Insofar as LSH are liable for any capital allowances incurred as a result of the performance of the Services the indemnity set out in clause 8 shall apply.

10 TERMINATION OF INSTRUCTIONS

- i) The instruction from the Client to LSH may be terminated by the Client by giving not less than 30 days' notice in writing to LSH whereupon LSH shall be entitled to charge (at LSH's option):
 - (a) A fair and reasonable proportion of the full fee which would have been payable if the work had been carried through to a conclusion and as if LSH had become entitled to payment in accordance with conditions 5 and 6; or
 - (b) A reasonable sum for all the work undertaken up to and including the date of termination based on quantum meruit; or
 - (c) The fee as LSH are entitled to under conditions 5 and 6 together in each case with expenses already incurred or ordered.
- ii) The instruction from the Client to LSH may be terminated by LSH on the following terms by giving not less than 30 days' notice in writing:
 - (a) If, as a result of circumstances outside the control of both parties, it becomes impossible to perform the Services within a reasonable period. In these circumstances the Client shall pay to LSH a fee for all work which has been done up to and including the date of termination on a quantum meruit basis; or
 - (b) If the Client has made it impossible to complete the instruction within a reasonable period or has not made payment by the due date of any sum payable by the Client to LSH. In these circumstances the Client shall pay to LSH the full fee which would have been charged if the work had been carried through to a conclusion; or
 - (c) The fee as LSH are entitled to under conditions 5 and 6 together in each case with expenses already incurred or ordered.
- iii) Any outstanding fees, or expenses due to LSH shall be paid in full by the Client on or before the expiry of the notice period for termination of instructions. For the avoidance of doubt in the event of termination of instructions, whether by LSH or by the Client, LSH shall not be liable to repay the Client any fees and expenses previously paid by the Client to LSH.
- iv) Where any fees are to be charged on a quantum meruit basis such fees shall be calculated by reference to LSH's hourly charges from time to time, details of which are available from LSH on request.
- v) Notwithstanding the provisions of clauses i) and ii) above, LSH shall be entitled to terminate an instruction from a client, without notice if required to do so for statutory or regulatory reasons.

11 COMPLAINTS

- i) LSH aims to carry out any instructions received from the Client in an efficient and professional manner. LSH, therefore, hopes that the Client will not find cause for complaint but recognises that in an isolated circumstance there may be complaints. These should be addressed initially to the Head of the LSH office dealing with the instruction.
- ii) LSH adopts the complaints handling procedures that are required by the RICS, a copy of which is available from LSH on request.

12 ASSIGNMENT

- i) LSH may assign the Agreement without the consent of the Client.
- ii) The Agreement is not assignable by the Client without the prior written consent of LSH.

13 DATA PROTECTION

- i) We collect and process your personal information. All information will be processed in accordance with the applicable data protection laws in the United Kingdom including the laws and regulations of the European Union such as the General Data Protection Regulation (GDPR), the European Economic Area and their member states, applicable to the processing of Personal Data and the interception of communications in place from time to time (**Data Protection Laws**).
- ii) Full details of how we process your information can be found on our website <http://www.lsh.co.uk/privacy-policy>. Printed copies of our privacy notice are available on request.
- iii) You may change your communication preferences or withdraw from any further communications from us by contacting us at privacy@lsh.co.uk
- iv) Where we receive personal data from any prospective purchaser or tenant of the Property, we shall only use that data for the purposes of your instructions and shall comply with Data Protection Laws.

14 MONEY LAUNDERING REGULATIONS

i) Client Identification

As with other professional service firms, LSH is under stringent requirements to identify its clients for the purposes of the anti-money laundering legislation. LSH is likely to request from you, and retain, some information and documentation for these purposes and/or to make searches of appropriate databases. If satisfactory evidence of your identity is not provided within a reasonable time, there may be circumstances in which LSH is not able to proceed with the required services.

iii) Money laundering reporting

- (a) Much of LSH's work falls into the regulated sector under the Proceeds of Crime Act 2002 and, as such, we are required to report all knowledge or suspicion (or reasonable grounds for knowledge or suspicion) that a criminal offence giving rise to any direct or indirect benefit from criminal conduct has been committed. Failure to report such knowledge or suspicion would be a criminal offence. This duty to report exists regardless of whether the suspected offence has been, or is about to be, committed by a client or by a third party.
- (b) If as part of our normal work LSH obtain knowledge or suspicion (or reasonable grounds for knowledge or suspicion) that such offences have been committed we are required to make a report to the National Crime Agency. It is not our practice to discuss the existence or otherwise of any reports with you or with anyone else, because of the restrictions imposed on us by the tipping off provisions of the anti-money laundering legislation.
- (c) LSH shall not be liable for any liabilities of the Client or third parties arising out of its regulatory obligations to report.

15 BRIBERY ACT 2010

We undertake that we will not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010, and that we have, and will maintain in place, adequate procedures designed to prevent any Associated Person (as defined in the Bribery Act 2010) from undertaking any conduct that would give rise to an offence under the Bribery Act 2010.

16 GOVERNING LAW AND JURISDICTION

The Terms, and the Agreement of which they form part, shall be governed by and construed in all respects in accordance with English Law and the parties irrevocably and unconditionally submit to the exclusive jurisdiction of the English Courts in relation to any dispute or proceedings arising out of, or in connection with, the Terms or any such Agreement but without prejudice to LSH's right to take proceedings in any other jurisdiction in order to enforce payment of any sums owed to LSH.

08 July 2019



- 5.2 We can organise inspections to comment upon particular legislation following receipt of your specific instructions. We will charge an additional fee for organising these inspections on your behalf and payment of any contractor's or specialist's invoices will remain the sole responsibility of the Client.
- 5.3 We will not carry out or arrange for any examination or assessment of legal documents. We advise that your solicitors deal with such matters.
- 5.4 Where digital photographs are used during the completion of our professional services, we cannot guarantee their admissibility in Court in the event that they need to be used as evidence.
- 6.0 Additional Inspections and Specialist Services**
- 6.1 Unless otherwise agreed all consultants, contractors and other professionals required during the course of the service will be instructed, with prior agreement, on behalf of the Client who will be responsible for the direct payment of their fees, costs and expenses.
- 6.2 We have not been instructed to carry out a telecommunications connectivity audit and therefore have not investigated the telecommunications infrastructure to and within the building. If such information is required we can organise this on your behalf but an additional fee will be charged.
- 6.3 Unless specifically instructed we will not inspect mechanical, electrical or other service installations. We may make general comment on these items however no specialist examination or testing will be undertaken. These tests and reports can be organised upon receipt of your specific instructions. We will charge an additional fee for organising these tests and payment of any contractor's or specialist's invoices will remain the sole responsibility of the Client.
- 7.0 Cost of Works**
- 7.1 Cost of works figures where provided, unless expressly stated, are subject to our limitations upon budget estimates as follows:-
- All estimates are based on current prices and no adjustments have been made for future inflation.
 - If elements of the work are undertaken individually the total cost may exceed the overall budget estimate.
- All estimates are quoted as budget estimates only and are not to be thought of as a substitute for obtaining competitive quotations from reputable contractors.
 - No costs have been included for any investigative works.
 - Estimates do not include VAT, professional fees or statutory charges.
 - No allowance has been made for out of hours working or any associated charges likely to be incurred e.g. security.
 - No costs have been included regarding above and below ground drainage or other services within the building including heating, ventilation, mechanical and electrical, plant and equipment.
 - We have not included costs associated with the discovery, removal or consequent delays to of works in connection with asbestos or other deleterious materials.

**Lambert
Smith
Hampton**

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lsh.co.uk/offices

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