

single survey

survey report on:

Property address	Flat 16 52 Guild Street Aberdeen AB11 6NB
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Customer	Mr & Mrs Gagen
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Prepared by	Graham + Sibbald LLP
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1. Information and scope of inspection

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

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

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

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

Description	The subjects comprise a converted fourth floor flat within an end terraced five storey building, containing 20 flats on the upper floors. There are commercial premises on ground floor level in the form of a Sainsbury's supermarket and hot food takeaway.
Accommodation	FOURTH FLOOR: Entrance Vestibule; Hallway; Living Room; Kitchen; Two Bedrooms; Bathroom.
Gross internal floor area (m²)	51 msq or thereby.
Neighbourhood and location	The property forms part of an established area of mixed residential and commercial usage within Aberdeen city centre. A good range of facilities and amenities may be found within a reasonable distance.
Age (year built)	Circa 1900, converted circa 2000

Weather	Rain showers.
Chimney stacks	Chimney stacks are of solid stone construction, pointed externally with cement/metal flashings, stone copes and clay pots bedded in cement haunches. Visually inspected with the aid of binoculars where appropriate.
Roofing including roof space	The roof areas are pitched and slated with cement skewes and metal flashings. The roof incorporates pitched and slated dormer window projections. There is a flat central section of roof, which was not inspected. An inspection of the roof space was carried out via a hatch at the top of the communal stairwell. The roof is framed with timber joists and rafters, overlaid with timber board sarking. Sloping roofs were visually inspected with the aid of binoculars where appropriate. Flat roofs were visually inspected from vantage points within the property and where safe and reasonable to do so from a 3m ladder externally. Roof spaces were visually inspected and were entered where there was safe and reasonable access, normally defined as being from a 3m ladder within the property. If this is not possible, then physical access to the roof space may be taken by other means if the Surveyor deems it safe and reasonable to do so.
Rainwater fittings	Cast iron gutters and downpipes discharging into the drainage system. There are some concealed parapet gutters. Visually inspected with the aid of binoculars where appropriate.
Main walls	The main walls are of solid granite stonework construction, pointed externally. Visually inspected with the aid of binoculars where appropriate. Foundations and concealed parts were not exposed or inspected.

Windows, external doors and joinery	Windows are of a timber casement double glazed design. Secondary glazing is fitted internally. The entrance door is of timber design. Internal and external doors were opened and closed where keys were available. Random windows were opened and closed where possible. Doors and windows were not forced open.
External decorations	Painted timbers otherwise painted cast iron rainwater goods. Visually inspected.
Conservatories / porches	None.
Communal areas	Access gained via secure door entry system. There is a communal hallway and stairwell which provides access to all flats within the block. A lift has been installed to the building, however this is not operational. The walls are finished with timber panelling to dado height with painted lath and plaster. Windows are of a timber casement double glazed design. Circulation areas visually inspected.
Garages and permanent outbuildings	None.
Outside areas and boundaries	The property fronts onto the public footpath. There are no grounds pertaining to the subjects. Visually inspected.

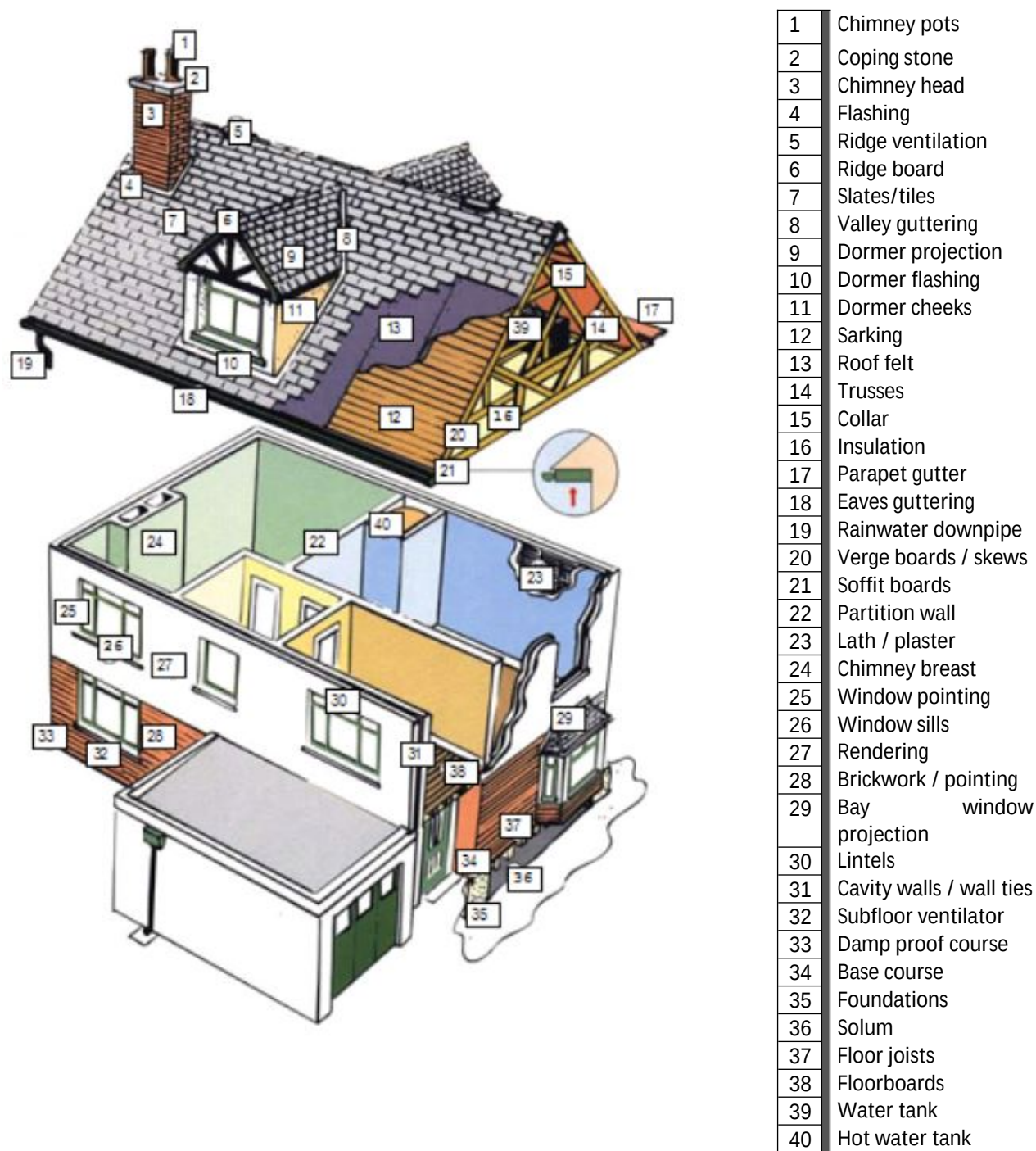
Ceilings	Plasterboard sheet lined. Visually inspected from floor level.
Internal walls	Internal walls and partitions are of plasterboard sheet design on timber framing. Visually inspected from floor level. Using a moisture meter, walls were randomly tested for dampness where considered appropriate.
Floors including sub floors	Floors are of suspended timber construction with timber joists overlaid with fitted and fixed floor coverings. No access could be gained to any sub-floor areas due to the position of the flat. Surfaces of exposed floors were visually inspected. No carpets or floor coverings were lifted. Sub-floor areas were inspected only to the extent visible from a readily accessible and unfixed hatch by way of an inverted "head and shoulders" inspection at the access point. Physical access to the sub floor area may be taken if the Surveyor deems it is safe and reasonable to do so , and subject to a minimum clearance of 1m between the underside of floor joists and the solum as determined from the access hatch.
Internal joinery and kitchen fittings	Internal doors are of timber flush veneer design with associated frames and skirtings. Kitchen fittings comprise a range of wall and base units with laminate worktop. Built-in cupboards were looked into but no stored items were moved. Kitchen units were visually inspected excluding appliances.
Chimney breasts and fireplaces	None.

Internal decorations	Paint finish with areas of wet wall panelling and wall tiling. Visually inspected.
Cellars	None.
Electricity	Mains supply with electrical apparatus in hallway cupboard. Where observed, PVC sheath cabling to 13 amp socket outlets. Accessible parts of the wiring were visually inspected without removing fittings. No tests whatsoever were carried out to the system or appliances. Visual inspection does not assess any services to make sure they work properly and efficiently and meet modern standards. If any services are turned off, the surveyor will state that in the report and will not turn them on.
Gas	There is no gas supply at the property.
Water, plumbing, bathroom fittings	Mains water supply. Plumbing and fittings are of PVC and copper piping where seen. Bathroom fittings comprise a three piece suite with electric shower fitting over the bath. Accessible parts of the system were visually inspected without removing fittings. No tests whatsoever were carried out to the system or appliances. Visual inspection does not assess any services to make sure they work properly and efficiently and meet modern standards. If any services are turned off, the surveyor will state that in the report and will not turn them on. It should be appreciated that concealed areas beneath and around baths and shower trays could not be inspected. Water spillage in these areas can result in dampness/decay and no comment can be made on inaccessible areas. Waterproof seals in sanitary areas should be checked and maintained on a regular basis.

Heating and hot water	Heating is provided by electric panel radiators. Hot water is stored within an insulated cylinder, located in the hallway cupboard. Water is heated by an electric immersion heater. Accessible parts of the system were visually inspected apart from communal systems, which were not inspected. No tests whatsoever were carried out to the system or appliances.
Drainage	Drainage discharges into the main sewer. Drainage covers etc were not lifted. Neither drains nor drainage systems were tested.
Fire, smoke and burglar alarms	Visually inspected. No tests whatsoever were carried out to the system or appliances. New smoke alarm standards were introduced in Scotland in February 2022 and it is likely that some properties may require additional works to meet these standards. In instances where alarms are in place, no tests whatsoever have been carried out and we cannot confirm if the system complies with the most recent regulations. Any potential purchaser should satisfy themselves as to whether the current system meets with regulations or otherwise.

Additional limits to inspection	The property was furnished and had fitted and fixed floor coverings throughout at the time of inspection which restricted the internal investigation. Not all the windows were tested at the time of inspection. No inspection was possible to flooring timbers beneath the bath. Due the height of the building, only a limited inspection was possible of the roof coverings and chimney stacks. Only the subject flat and internal communal areas giving access to the flat were inspected. If the roof space or under-building / basement is communal, reasonable and safe access is not always possible. If no inspection was possible, this will be stated. If no inspection was possible, the surveyor will assume that there are no defects that will have a material effect on the valuation. The building containing the flat, including any external communal areas, was visually inspected only to the extent that the surveyor is able to give an opinion on the general condition and standard of maintenance. It is outwith the scope of this inspection to determine whether or not asbestos based products are present within the property. Asbestos was widely used in the building industry until around 1999, when it became a banned substance. If you have any concerns you should engage the services of a qualified asbestos surveyor. No inspection for Japanese Knotweed was carried out and unless otherwise stated for the purpose of this report, it is assumed that there is no Japanese Knotweed within the boundaries of the property or neighbouring properties. It should be appreciated that the Home Report inspection is a non-disruptive visual inspection of the property as at the date of inspection and that we are unable to inspect parts of the property which are concealed or covered by floor coverings or contents in place at that time. Once vacant, defects may be apparent that could not be detected during our survey. Changing weather conditions can also affect aspects of the property which would not be apparent at the time of inspection.
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Sectional Diagram showing elements of a typical house



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

2. Condition

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

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

 Structural movement	
Repair	1
Notes	There is evidence of settlement in the building noted both internally and externally but this is not inconsistent with a property of this age and type and on the basis of a single inspection appears to be longstanding.
 Dampness, rot and infestation	
Repair category	1
Notes	Elevated moisture readings were recorded to a section of wall lining at the kitchen window ingo. We have been advised by the vendor that remedial repairs have been carried out by Richardson & Starling. Woodboring insect infestations were evident to roof timbers. We are aware these have subsequently treated by Rotwise Timber Specialists.
 Chimney stacks	
Repair category	1
Notes	From out limited inspection, chimney stacks appeared in fair order. It should be appreciated that flashing details require on-going maintenance to ensure water tightness.

	Roofing including roof space	
Repair category	2	
Notes	A number of chipped and broken slates were evident. The roof is of a complex design and ongoing and regular maintenance will be required. We understand that the roof has been regularly checked and maintained by the property management company. The flat section of roofing will have a limited life only and can fail without warning, at which time repair or replacement will be required.	
	Rainwater fittings	
Repair category	1	
Notes	There are leaking sections of guttering. Vegetation growth was evident in the guttering. We have been advised by the vendor that these issues have been attended to by a roofing contractor.	
	Main walls	
Repair category	1	
Notes	The main walls appeared in fair order.	
	Windows, external doors and joinery	
Repair category	1	

Notes	A number of failed double glazing seals were evident, causing condensation between the panes. We are aware the glazed units have subsequently been replaced. Windows can be problematic and over time the operation of the windows can be affected and opening mechanisms damaged. It is therefore likely that maintenance/ repair will be required as part of an ongoing maintenance programme.	
	External decorations	
Repair category	1	
Notes	The external decorations are generally in good order. Regular repainting will be required if these areas are to be maintained in satisfactory condition.	
	Conservatories / porches	
Repair category	N/A	
Notes		
	Communal areas	
Repair category	2	
Notes	A window unit within the stairwell has been boarded up. We have been advised that the property management company has been reminded by the vendor to address the temporary repair.	
	Garages and permanent outbuildings	
Repair category	N/A	
Notes		

	Outside areas and boundaries	
Repair category	N/A	
Notes		
	Ceilings	
Repair category	1	
Notes	Some ceilings are finished with an Artex type product. Pre 2000 use of Artex may incorporate small amounts of asbestos based bonding materials.	
	Internal walls	
Repair category	1	
Notes	The internal walls are largely covered with decorative finishes. During routine redecoration some plaster filling may be necessary.	
	Floors including sub-floors	
Repair category	1	
Notes	There is some unevenness to internal flooring commensurate with previous movement in the building.	
	Internal joinery and kitchen fittings	
Repair category	1	
Notes	General wear and tear was evident commensurate with age, type and usage.	

	Chimney breasts and fireplaces	
Repair category	N/A	
Notes		
	Internal decorations	
Repair category	1	
Notes	The property appears in fair decorative order although it is recognised that on taking occupancy home owners may consider redecoration.	
	Cellars	
Repair category	N/A	
Notes		
	Electricity	
Repair category	1	
Notes	The Institution of Engineering and Technology recommends that inspections and testing are undertaken at least every ten years and on a change of occupancy. It should be appreciated that only the most recently constructed or re-wired properties will have installations which fully comply with IET regulations.	
	Gas	
Repair category	N/A	
Notes		

	Water, plumbing and bathroom fittings	
Repair category	1	
Notes	It should be appreciated that concealed areas beneath and around the bath could not be inspected. Water spillage in these areas can result in dampness/decay and no comment can be made on inaccessible areas. Waterproof seals in sanitary areas should be checked and maintained on a regular basis.	
	Heating and hot water	
Repair category	1	
Notes	It is assumed that the electric heating functions satisfactorily and was installed in accordance with the relevant guidance at the time of installation. It is considered prudent to have heating appliances tested annually, to ensure they run efficiently and safely.	
	Drainage	
Repair category	1	
Notes	There was no surface evidence to suggest the system is choked or leaking.	

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

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

Category 3

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

Category 2

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

Category 1

No immediate action or repair is needed.

Remember

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

Warning

If left unattended, even for a relatively short period, Category 2 repairs can rapidly develop into more serious Category 3 repairs. The existence of Category 2 or Category 3 repairs may have an adverse effect on marketability, value and the sale price ultimately achieved for the property. This is particularly true during slow market conditions where the effect can be considerable.

3. Accessibility information

Guidance notes on accessibility information

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

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

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

4. Valuation and conveyance issues

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

Matters for a solicitor or licensed conveyancer

A Sainsbury's supermarket and takeaway shop occupy the ground floor level of the building. Some lending institutions will not lend on properties above commercial properties and a suitable source of finance should be obtained prior to commitment to purchase.

The property was converted circa 2000. Our valuation is on the assumption that any alterations that have been carried out at the property satisfy all relevant legislation and have full certification where appropriate.

It is understood there are factoring fees payable for upkeep of the communal areas. Full details of this arrangement including current charges should be clarified.

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

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

It is recommended that where repairs, defects or maintenance items have been identified interested parties make appropriate enquiries in order to satisfy themselves of potential costs and the extent of the works required prior to submitting a legal offer to purchase.

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

Estimated reinstatement cost for insurance purposes

£210,000

It is assumed that insurance cover is obtainable on normal terms. The guidance figure is the estimate of costs for reinstating the subjects as at the date of inspection based on information provided by the Building Cost Information Service (BCIS). It is recommended that this figure is kept under regular review to ensure that you have adequate insurance cover. We are of the opinion that the subjects should be insured for buildings reinstatement purposes for a sum of not less than £210,000 (Two Hundred and Ten Thousand Pounds Sterling).

Valuation and market comments

£90,000

We are of the opinion that the market value of the subjects all as previously described and on a vacant possession basis would be fairly stated in the region of £90,000 (Ninety Thousand Pounds Sterling).

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

Report author

Michael Duncan

Address

21 Carden Place, Aberdeen. AB10 1UQ.

Signed



Michael Duncan MA (Hons) MRICS for and on behalf of Graham + Sibbald LLP

Date of report

1/11/2024

TERMS AND CONDITIONS OF SINGLE SURVEY

GENERAL

1.1 The Surveyors

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

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

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

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

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

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

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

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

1.2 The Report

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

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

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

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

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

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

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

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

1.3 Liability

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

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

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

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

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

1.4 Generic Mortgage Valuation Report

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

1.5 Transcript Mortgage Valuation for Lending Purposes

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

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

1.6 Intellectual Property

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

1.7 Payment

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

1.8 Cancellation

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

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

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

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

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

1.9 Precedence

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

1.10 Definitions

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

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

DESCRIPTION OF THE REPORT

2.1 The Service

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

2.2 The Inspection

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

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

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

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

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

2.3 The Report

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

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

2.3.1 Category 3:

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

2.3.2 Category 2:

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

2.3.3 Category 1:

No immediate action or repair is needed.

WARNING:

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

2.4 Services

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

2.5 Accessibility

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

2.6 Energy Report

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

2.7 Valuation & Conveyancer Issues

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

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

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

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

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

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

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

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

DATA PROTECTION

Graham + Sibbald and the Client each undertake that:

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

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