

Single Survey

Survey report on:

Property Address	332 Auchmill Road Aberdeen AB21 9ND
Customer	Stephen Hamilton
Prepared by	Graham + Sibbald LLP
Date of Inspection	06/08/2025

GRAHAM + SIBBALD

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 an end-terraced two storey house.
Accommodation	Ground Floor: Entrance Hall, Living Room and Kitchen. First Floor: Landing, Two Bedrooms and Shower Room with W.C.
Gross Internal Floor Area (m²)	68sq.m or thereby.
Neighbourhood and Location	The subjects form part of an established residential development of similar house styles lying within the Bucksburn suburb of Aberdeen, located approximately four miles north of Aberdeen City centre. Within the local area an adequate range of services and facilities are available.
Age (Year Built)	Built circa 1985.
Weather	Dry and bright.
Chimney Stacks	None.

Roofing including Roof Space	Sloping roofs were visually inspected with the aid of binoculars where appropriate. 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. The roof over the property is pitched and clad in tiles with a tiled ridge. There are cement verges. A limited head and shoulders inspection of the roof void was carried out via a hatch and pull down ladder within the first floor hallway ceiling. The roof is constructed of timber trusses overlaid in felt sarking panels. Insulation has been placed between the joists.
Rainwater Fittings	Visually inspected with the aid of binoculars where appropriate. PVC gutters and downpipes set into the drainage system.
Main Walls	Visually inspected with the aid of binoculars where appropriate. Foundations and concealed parts were not exposed or inspected. The main walls are constructed of concrete blockwork and are externally roughcast.
Windows, External Doors and Joinery	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. Windows are of PVC design and are fitted with double glazed units. There are PVC and double glazed entrance doors to the front and rear. Fascias are formed in painted timber and soffits appear to be of cement fibre sheet construction, painted over.
External Decorations	Visually inspected. Low maintenance PVC otherwise painted.

SINGLE SURVEY

Conservatories / Porches	None.
Communal Areas	None.
Garages and Permanent Outbuildings	None.
Outside Areas and Boundaries	Visually inspected. The subjects sits on a sloped site with garden grounds to the front mainly laid in stone chips. Garden grounds to the rear are laid to lawn with some paved areas and decking. Boundaries are defined by masonry walls and timber fencing.
Ceilings	Visually inspected from floor level. Ceilings are lined in plasterboard.
Internal Walls	Visually inspected from floor level. Using a moisture meter, walls were randomly tested for dampness where considered appropriate. Internal walls and partitions are lined in plasterboard.

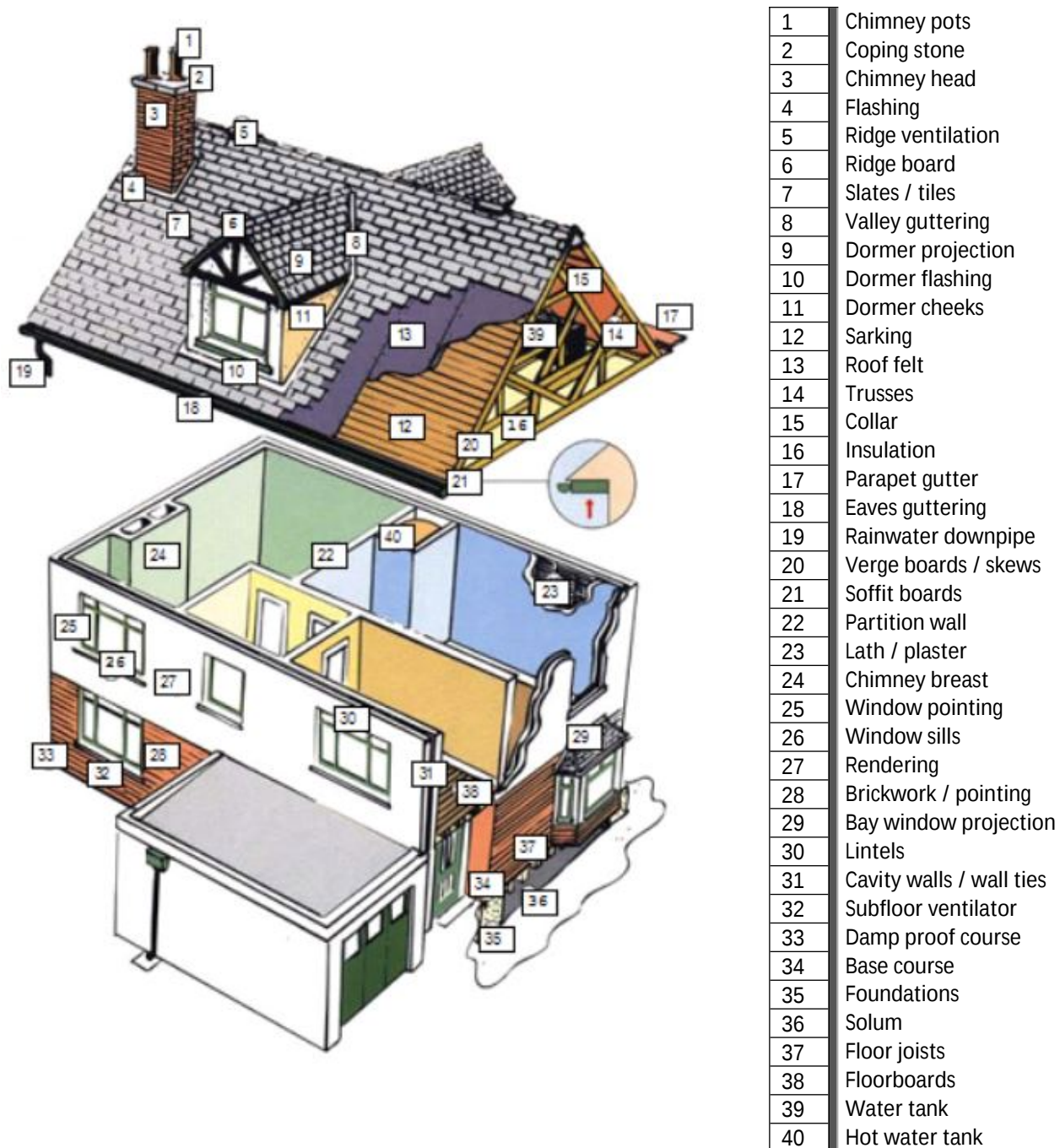
Floors Including Sub-Floors	Surfaces of exposed floors were visually inspected. No carpets or floor coverings were lifted. Sub-floor areas were inspected only to the extent visible from a readily accessible and unfixed hatch by way of an inverted "head and shoulders" inspection at the access point. Physical 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. Flooring is of suspended timber throughout the accommodation. Our inspection of flooring was limited due to fitted floor coverings. A limited "head and shoulders" sub-floor inspection was carried out via a hatch in the kitchen. The front hallway hatch could not be lifted. The sub-floor area is sealed.
Internal Joinery and Kitchen Fittings	Built-in cupboards were looked into but no stored items were moved. Kitchen units were visually inspected excluding appliances. Internal doors are of timber panel design, sitting within painted timber facings and skirtings. The kitchen is fitted with a range of wall and base units, worktop surfaces and a sink unit. There is a timber staircase leading to the upper floor accommodation.
Chimney Breasts and Fireplaces	None.
Internal Decorations	Visually inspected. Internal decorations are generally painted and papered throughout.
Cellars	None.

Electricity	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. Electricity is from the mains supply. The consumer unit and meter are located within the hallway cupboard.
Gas	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. Gas is from the mains supply. The meter is located within the hallway cupboard.
Water, Plumbing and Bathroom Fittings	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. Water is from the mains supply. Where seen, internal plumbing is formed in copper supply pipes with PVC waste pipes. The first floor shower room is fitted with a three piece suite including a mixer shower.

Heating and Hot Water	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. Heating and hot water are provided by a gas-fired combination boiler which is wall mounted within the kitchen cupboard and supplies radiators throughout.
Drainage	Drainage covers etc were not lifted. Neither drains nor drainage systems were tested. Drainage is assumed to be to a mains public sewer.
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. Smoke alarms have been installed.

Additional limits to Inspection	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. The services were not tested. Due to fitted carpets and floor coverings no detailed inspection was possible of the floor timbers and accordingly we cannot guarantee their soundness or otherwise. No inspection was possible beneath kitchen or sanitary fittings. Restricted inspection in cupboards due to storage items. Our inspection of the roof void was restricted to head and shoulders only due to the absence of flooring and a layer of insulation. Our inspection of the sub-floor was limited to head and shoulders due to a clearance depth of below 1m. Windows were not all fully opened or tested. It is outwith the scope of this inspection to confirm 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. Our inspection of the front roof pitch was limited due to mature trees lying at the front of the site.
--	---

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 Category	1
Notes	At the time of our inspection there was no evidence of significant structural movement noted to affect the property within the limits of our inspection.

	Dampness, Rot and Infestation
Repair Category	1
Notes	There was no evidence found of significant dampness, rot or infestation within those areas of the property available for inspection. Damp meter readings were taken at random in accessible areas throughout the property. Damp meter readings were found to be within an acceptable level.

	Chimney Stacks
Repair Category	N/A
Notes	N/A

	Roofing including Roof Space
---	-------------------------------------

Repair Category	2
Notes	The roof coverings are original to the property and there is damaged and open pointing along the cement verge. The roof covering is now of an age where ongoing and regular maintenance will be required and it would be prudent to seek the advice of a roofing contractor to comment on its current condition and expected lifespan. Dislodged and stained sarking panels were visible within the roof void.



Rainwater Fittings

Repair Category	1
Notes	At the time of our inspection there was no evidence of staining on wall surfaces which would indicate leakage. It should be noted that it was not raining at the time of our inspection.



Main Walls

Repair Category	2
Notes	Deterioration was visible to the cement basecourse at the front. There is an exposed reinforcement bar to the kitchen sill at the rear which has suffered corrosion. Small holes were visible to the rear and gable which should be covered over. Some cracked render was noted at window ingos.



Windows, External Doors and Joinery

Repair Category	2
------------------------	----------

Notes	The shower room window handle requires repair. 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. An open mastic seal was noted at the front door. The soffits may contain asbestos material within their construction. A chipped section was noted to the front corner. The current informed view is that if left undisturbed this will present no significant hazard to health. Asbestos materials should be handled by a specialist contractor only.
-------	--

	External Decorations
Repair Category	2
Notes	The external decorations are weathered. Regular repainting will be required if these areas are to be maintained in satisfactory condition.

	Conservatories / Porches
Repair Category	N/A
Notes	N/A

	Communal Areas
Repair Category	N/A
Notes	N/A

	Garages and Permanent Outbuildings
Repair Category	N/A
Notes	N/A

	Outside Areas and Boundaries
Repair Category	2
Notes	Mature trees within the grounds will require ongoing maintenance by a professional contractor. There are retaining walls within the rear grounds which appear in sound condition but should be regularly checked and maintained to prevent landslip. There is an area of timber decking within the rear garden area. It should be appreciated that timber structures will require regular on-going maintenance. No inspection was possible to any concealed elements of the decked structure and it is assumed to be in a satisfactory condition.

	Ceilings
Repair Category	1
Notes	Within the limits of our inspection these generally appeared in fair condition consistent with age. During redecoration some plaster filling/repair may be required. Some uneven finishes were noted within the rear bedroom and kitchen.

	Internal Walls
Repair Category	1
Notes	Within the limits of our inspection these generally appeared in fair condition consistent with age. Some blemishes were noted throughout. There is a hole within one of the kitchen tiles below the central heating boiler. During redecoration some plaster filling/repair may be required.

	Floors including Sub-Floors
Repair Category	1

Notes	No significant defects were evident to the flooring at surface level, within the limitations imposed by fully fitted floor coverings.
-------	---

	Internal Joinery and Kitchen Fittings
Repair Category	2
Notes	Wear and tear was noted to the kitchen fittings and future maintenance or upgrading can be anticipated. A number of uneven patch repairs were noted to one of the bedroom cupboard doors. One of the handles to the front bedroom cupboard door is loose.

	Chimney Breasts and Fireplaces
Repair Category	N/A
Notes	N/A

	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. Some decorative surfaces are finished with an Artex type product. Early forms of Artex may incorporate small amounts of asbestos based bonding materials and therefore specialist advice should be obtained prior to working on these areas to minimise the risk of releasing hazardous fibres.

	Cellars
Repair Category	N/A
Notes	N/A

	Electricity
Repair Category	1
Notes	The Institution of Engineering and Technology recommends that inspections and testing are undertaken at least every five 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	1
Notes	In the interest of safety all gas appliances should be checked by a Gas Safe Registered Engineer.

	Water, Plumbing and Bathroom Fittings
Repair Category	1
Notes	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
Repair Category	1
Notes	It is assumed that the central heating system, inclusive of the fluing and ventilation, has been installed in accordance with the manufacturer's specification and guidance, by a qualified heating specialist, and that any repairs or upgrades also comply with all relevant regulations.

	Drainage
Repair Category	1
Notes	The property is thought to be connected to a main sewer. There was no surface evidence to suggest any defects within the system. This was not tested.

SINGLE SURVEY

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	N/A
Roofing including Roof Space	2
Rainwater Fittings	1
Main Walls	2
Windows, External Doors and Joinery	2
External Decorations	2
Conservatories / Porches	N/A
Communal Areas	N/A
Garages and Permanent Outbuildings	N/A
Outside areas and Boundaries	2
Ceilings	1
Internal Walls	1
Floors including Sub-Floors	1
Internal Joinery and Kitchen Fittings	2
Chimney Breasts and Fireplaces	N/A
Internal Decorations	1
Cellars	N/A
Electricity	1
Gas	1
Water, Plumbing and Bathroom Fittings	1
Heating and Hot Water	1
Drainage	1

Category 3

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

Category 2

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

Category 1

No immediate action or repair is needed.

Remember

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

Warning

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

3. Accessibility Information

Guidance Notes on Accessibility Information

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

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

1. Which floor is the living accommodation on?	Ground and First		
2. Are there three steps or fewer to a main entrance to a property?	Yes		No <input checked="" type="text"/>
3. Is there a lift to the main entrance door of the property?	Yes		No <input checked="" type="text"/>
4. Are all door openings greater than 750mm?	Yes		No <input checked="" type="text"/>
5. Is there a toilet on the same level as the living room and kitchen?	Yes		No <input checked="" type="text"/>
6. Is there a toilet on the same level as a bedroom?	Yes	<input checked="" type="text"/>	No
7. Are all rooms on the same level with no internal steps or stairs?	Yes		No <input checked="" type="text"/>
8. Is there unrestricted parking within 25 metres of an entrance door to the building?	Yes		No <input checked="" type="text"/>

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

There are shared access pathways to the front and rear of the property.

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

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

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.

Estimated Reinstatement Cost for Insurance Purposes

£195,000

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 £195,000 (ONE HUNDRED AND NINETY FIVE THOUSAND POUNDS STERLING).

Valuation and Market Comments

£120,000

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 £120,000 (ONE HUNDRED AND TWENTY 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

Bethany Sampson

SINGLE SURVEY

Address

21 Carden Place, Aberdeen. AB10 1UQ.

Signed



Name and Qualification

Bethany Sampson MSc MRICS
For and on behalf of Graham + Sibbald LLP

Date of Report

12/8/2025

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 arm's 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.