

JOB REF: XXX

STRATEGIC DILAPIDATIONS REPORT

XXX

XXX

**Berkhamsted
Hertfordshire
HP4 XXX**

FOR

**Mr X
X Limited**

Prepared by:

XXXXX

INDEPENDENT CHARTERED SURVEYORS



Marketing by:

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INSTRUCTION

We have been instructed by Mr X to prepare an independent Strategic Dilapidations Report on XXXX, Berkhamsted, Hertfordshire. HP4 XXX

We have carried out a visual inspection (non evasive) of the property on XXX.

The weather was overcast but relatively warm winter's day at the time of the inspection.

We are Independent Chartered Building Surveyors and professional members of:-

The Royal Institution of Chartered Surveyors (RICS)
and
The Independent Surveyors and Valuers Association (ISVA).

Report prepared by:

XXXX
Chartered Building Surveyor

For and on behalf of
XXXX

We have now exceeded the original instructions and have started tentative negotiations via the Landlords Surveyor.

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

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SYNOPSIS

We understand that you have a lease that has now ended and you wish to understand your Dilapidations claim that has been made against you and your company and minimise your Dilapidations costs.

The first thing we need to say about Dilapidations is they are never black and white and more typically shades of grey and subject to negotiation and/or many negotiations and if matters do not work out then legal action.



Front aerial view 360 photo



Entrance aerial view 360 photo

INSPECTION

We have inspected the paperwork and property.

We have viewed the property and looked at a selection of documents including:

1. Solicitors letter from XXXX
2. Terminal Schedule of Dilapidations and Wants of Repair
3. Schedule of Works annotated by Mr X
4. Email with reference to the sale of the property which was offered for £X; the property is currently on the market with XXXX at £X.
5. We have also clarified with Mr X that there is not a Schedule of Condition as referred to in the Lease prepared by Mr X available to us.

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Ways to solve a Dilapidations claim

There are various ways to solve a Dilapidations claim:

1.0) Carry out all the work that you consider you are liable for under the lease

As the Lease has now ended this is not usually possible.



Entrance and difficult parking
Aerial view 360 photo

2.0) Full and Final Settlement

One off monetary payment as a Full and Final Settlement (we would not recommend any other form of monetary settlement), which would end future costs associated with this property.

It may surprise some people to learn that the Schedule of Dilapidations can be amended and added to, together of course, with the fees for both sides Dilapidations Surveyors and Solicitors and there is always a potential for any rental income losses, associated insurances etc from the Landlord to be incurred.

3.0) Item by item Dilapidations settlement

The benefit of this course of action is that you agree exactly which items form the Dilapidations settlement, then you have additional discussions over the cost of the building works. Then you would have further discussions over rental losses etc and further discussions about the value of the property, which will be incurred until settlement is agreed and you will pay for them, which can be costly.

The disadvantage of a Dilapidations settlement is that fees from both your Dilapidations Surveyor and Solicitor and the Landlords Dilapidations Surveyor and Solicitor will be incurred until settlement is agreed.

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FIRST THINGS FIRST

1.0) The lease has ended and generally you do not have any legal right to enter the property and certainly it would be very unusual for you to be allowed to carry out building works.

2.0) You do however seem to be enjoying access to the property at present and we would recommend that you obtain at least three quotations for work that is set out within the Dilapidations claim. The main areas that we can see from our initial inspection are:-

2.1 Repair and redecoration divided between external and internal

2.2 Repairs to the asbestos roof – quotations on this would then also establish whether other companies consider this roof to have come to the end of its useful life.

2.3 Repairs to the flat roof.

2.4 Tests and Reports on the various Services.

At the time of the third version of this report (you have not seen the two previous versions) Mrs X is gathering quotations and estimates from contacts that you have. It is important these are carried out as quickly as possible as we could lose access. The purpose of the quotations will be back up information should we have to negotiate.



Left side aerial view 360 photo



Asbestos roof aerial view 360 photo



Flat roof aerial view 360 photo

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3.0) Specific comment on the Dilapidations Schedule served

3.1 Additional items

This Dilapidations Schedule served allows for additional items to be added and amended by the Landlords Dilapidations Surveyor/Solicitor. This is a normal good practice by a Landlords Dilapidations Surveyor.

3.2 XXX Chartered Surveyors are known to us and XXX, the Chartered Surveyor in charge of this case, is generally considered an expert in Dilapidations.

4.0) Quantum Demand

The Dilapidations does include a section known as the “Quantum Demand” which requires the Chartered Dilapidations Surveyor to sign that he considers this to be a true and accurate record. We noted that within this that phrases used were slightly unusual, or they would have been for us to use them, in relation to what the Landlord intended to do; we will explain further within this Report.

5.0) The XXX Schedule of Condition

The XXX Schedule of Condition whilst we do not have a copy of this document we are very familiar with X, Chartered Surveyors and do have a very good contact that may be able to obtain this Schedule of Condition if it still exists, bearing in mind it was produced many years ago.

6.0) Specific Comments on the XXX, Landlord’s Solicitors Letter dated XXX

Within the letter dated XXX from the landlord’s solicitor XXXX there are various points and comments that we are not certain are legally correct however we also add that we are Surveyors and dealing with Common Sense rather than solicitors. We have learnt over the years that everything is open for negotiation and debate. However we would specifically refer you to the following points:-

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6.1 Dilapidations Protocol

The Dilapidations Protocol is referred to in their letter with various dates; it is now normal practice to work to the Dilapidations Protocol, which has been agreed and developed by Solicitors and Chartered Dilapidations Surveyors. However the timescale given as part of the Dilapidations Protocol guidance there may be some flexibility in them.

6.2 Section 18 (1) Valuation

The document refers specifically to the Section 18 (1) Valuation, which we thought was slightly unusual however it could be a key factor in negotiations.

7.0) Response

We are obviously outside the requirement to respond to the claim by XXX and are within the second response time of XXX.

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3.0) EXECUTIVE SUMMARY

Summaries are not ideal as they try to précis often quite complex subjects into a few paragraphs nevertheless here we give a summary of the problems and potential problems with regard to the Interim Dilapidations served and how we would propose is the best way forward.

Matters have moved fairly quickly since our visit and we hope that you are gathering many quotations with regard to the work at the time of reading this Report.

We have also had tentative “off the record” discussions with XXX Landlord’s Surveyor XXX and identified various thoughts and areas of concern that we believe XXX should go back to the Landlord/his client with.

1. The end use of the property.
2. Asbestos Roof.
3. The option of a Full and Final Settlement, which XXX seemed open to.

Currently we await a response and we have pencilled in a middle of next week date – XXXX

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THINGS YOU NEED TO KNOW ABOUT DILAPIDATIONS

1.0) Dilapidations tactics

From our experience from the property owner's/Landlord's point of view most property owners believe they get the best settlement from a monetary only settlement, which they will instigate after the lease has ended. There is no legal requirement for the Landlord to provide a Dilapidations Schedule before the Lease ends; it is considered good practice under the Dilapidations Protocol that they serve this within 56 which we understand that they have.

If you recall we spoke about some Landlords can use Rolls Royce pricing with any building issues and of course they can include loss for other elements as well.

2.0) Dilapidations Protocol and the Wild West of Dilapidation claims

A Dilapidations protocol has come into place over the time that you have had this lease. It has been instigated by the Royal Institution of Chartered Surveyors and Solicitors however it is a guidance note, for want of a better term.

The idea was to make Dilapidations claims a fairer game and to some extent it is working with giving typical times things should be carried out in, for example a Dilapidations notice should be served by the landlord surveyor within 56 days of the lease ending and it should be responded to by the tenants surveyor within 56 days of receiving it.

3.0) The reasons why property owners like monetary only solutions

You are now in a position where there is only a monetary solution option as the Lease has ended unless the Landlord allows you to re-enter the building to carry out the work, which we believe in reality is unlikely.

For a Landlord a monetary only solution usually means that any work

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that is priced from the Schedule of Dilapidations can be priced in what we would term Rolls Royce prices. Prices will normally be gathered by way of Pricing Books, which can be presented as you wish or based upon experience and knowledge of the Surveyors.

The best way for us to negotiate against these is by using estimates/tenders for work identified in the Schedule of Dilapidations and is why we have asked for you to gather quotations as soon as possible.

Dilapidations and Profit

We discussed this briefly, whilst in theory the Landlord is not meant to make a profit out of Dilapidations claims we can comment that this is an expensive process for a tenant to be involved with. This is because as mentioned you will pay for the professional costs of both your side and the Landlords side and you could at the same time be exposing yourself to additional costs from rents and insurances etc. and of course the Landlord, when they have the payment for the work, can choose to not carry it out as other circumstances can be cited meaning that they no longer wish to proceed with the work and it is very difficult to get your money back!

4.0) Calderbank Settlement

This is a term you may hear being used and is where you make a Full and Final Settlement offer which should be realistic which does not, if at a later date you go to court over the Dilapidations, effect this decision. This is subject to various legal caveats of course! This is the way we would be looking to move with regard to a Full and Final Settlement.

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WHAT YOU NEED TO DO AS SOON AS POSSIBLE

1.0) Quotations

Get quotations for:-

1.1) External redecoration and repair, including the windows

1.2) Internal redecoration and repair.

1.3) Making the asbestos roof watertight and repairing.

1.4) Repairs to the Flat roof.

1.5) Prices for tests on all Services etc

We normally use this for a negotiation tactic, as this is something you are willing to let go.

2.0) Full Repairing and Insuring Leases (FRI) and your position

You should be under no illusions about the quality of Full Repairing and Insuring (FRI) Lease clauses and how strongly this positions the Landlord and as such if the Landlord wishes to take this to court they will be in a very strong position to win.

One of the main items in your/tenant's favour is that courts generally do not like dealing with Dilapidations disputes unless there is a point of law to be made, which is why the Dilapidations Protocol has been put in place, which includes a Mediation Process whereby Landlords do have to join in, indeed if it can be shown that they are not joining in full cooperation we can be put into a much better position.

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3.0) What we need from you (other than the quotations)

- 3.1 Once XXXX, the Landlord's Surveyor comes back to us after our "off the record" comment is for your agreement for us to start to carry out negotiations.
- 3.2 Start to prepare a response via what is known as a Scott Schedule to the Landlord's Dilapidations Claim after XXXX when the Landlord's Surveyor is coming back to us.

Scott Schedule defined:

A Scott Schedule is a fairly standard way that landlords and tenants Surveyors deal with problems in a property. A Scott Schedule is similar to a Schedule of Dilapidations with the parties being able to set out their respective views within the document's additional columns.

Other than that our preferred course of action would be to not prepare an item by item examination and discussion points on the Dilapidations Report and running our costs/your costs up but carry out a straight negotiation process.

3.3) Section 18 (1) Valuation Option

We need to keep the option of a Section 18 (1) Valuation open, we would suggest that what they have said may not be legally correct i.e. that we forgo the right to having it, we have to have one prepared within a certain time scale. We would suggest that you take legal advice with regard to this by specialist property solicitors. We spoke briefly about solicitors with Dilapidations experience it may well be worth having a view from a solicitor as to whether this limitation of our Section 18 (1) Valuation option is legally correct.

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SITUATION AND DESCRIPTION

Whilst we appreciate you are occupied this building for many years we do need to provide a record its present condition:

This is a semi-detached property situated in an industrial area, which is single storey in height and sits on a sloping site (for full details please see the construction summary. The property has an asbestos roof, rendered and brick walls and also a flat roof over the entrance area. There is limited car parking around the property.

As we understand it the property was let on a lease ending XXXX

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QUALITY OF THE SCHEDULE OF DILAPIDATIONS

It is difficult to comment upon the quality of the Schedule of Dilapidations at this particular instance as further investigation is required.

For example:

We need to establish how costing has been carried out via:-

- 1.1) Pricing Book
- 1.2) Knowledge and experience or
- 1.3) Has the work been put out to tender?

As well as, of course, establishing if the work is correct.

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MAIN ITEMS IDENTIFIED BY THE SCHEDULE OF DILAPIDATIONS

- 1.0) Exterior redecoration including windows and associated repairs
- 2.0) Internal redecoration and repairs
- 3.0) Asbestos roof
- 4.0) Repairs/renewal of Asbestos gutters and downpipes
- 5.0) Flat roof
- 6.0) Services testing

The Landlords Surveyors reserve the right to add further items and costs to the Schedule of Dilapidations.

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DILAPIDATIONS

1.0) Introduction to Dilapidations

Dilapidations are as certain as death and taxes

Whatever the relationship you have had with your landlord it changes at the end of your lease or when a “Break Clause” is brought into action. This is because the landlord no longer looks at you as a regular monthly rental income stream.

The landlord moves his thoughts to renting out the property to a new tenant or selling the property. The Landlord, as with any business, wishes to make as much income as possible spending as little as possible of his money on such items as bringing the property up to standard. Within the terms of most Full Repairing and Insuring clauses (FRI's) this is within his rights and as such it is reasonable standard practice for a Landlord to serve a Dilapidations claim. As one Landlord once said to us “why would he not serve a Dilapidations claim when the tenant is effectively paying for it?”

2.0) Negotiations with the Landlord/Landlords Surveyor

As part of our Strategic Dilapidations advice we usually make three telephone calls/letters/emails to the Landlord's Surveyor to gauge:

- 2.1) Check the Surveyors knowledge of Dilapidations and the process.
- 2.2) Check if the Surveyor dealing with the Dilapidations claim is the same Surveyor that has visited the property.

Time is very limited in this instance.

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3.0) What Dilapidations Protocol means to you

This means that you are part of a process designed to settle claims between landlords and tenants without going to court (where matters get very costly) in most cases.

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SURVEY FINDINGS

The following is a brief photographic record of what we found on the day of our inspection XXXX. Dilapidations claims generally break down into:-

1. Redecoration
2. Repair
3. Reinstatement
4. Statutory Regulations
5. Yield Up Clause

Without wishing to point out the obvious the Lease requires a standard of repair over and above that which the building is currently in.

We reserve the right to add additional information as required and requested.

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PHOTOGRAPHIC RECORD

All directions given as you face the property from the front.

Note: We have not moved furniture or fixtures and fittings unless stated.

EXTERNAL PHOTOGRAPHS



Front aerial view 360 photo



Rear aerial view 360 photo



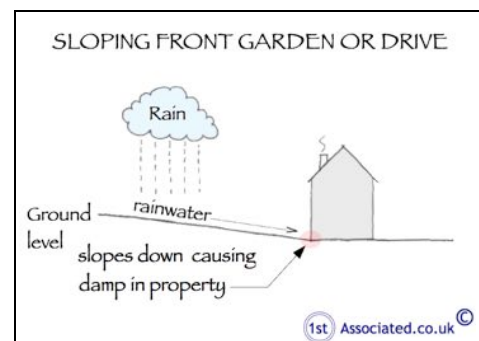
Roadside aerial view 360 photo



General roadside view overgrown vegetation



Sloping site



Sloping site sketch

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EXTERNAL PHOTOGRAPHS



Front flat roof aerial view 360 photo



Parapet wall and rear roof aerial view 360 photo



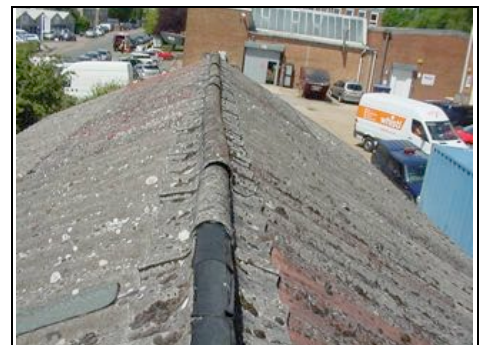
Concrete Roof to front underside adjacent to entrance



Parapet wall



Asbestos roof



Repaired ridge tiles

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EXTERNAL PHOTOGRAPHS



Repaired area of Asbestos



Poorly repaired flashing on adjoining property allowing dampness into your property



Asbestos gutters and downpipes in poor condition



Knife test to timber window



Timber window knife test



Rear door knife test

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EXTERNAL PHOTOGRAPHS



Rear window knife test



Hairline cracking to render

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INTERNAL PHOTOGRAPHS

Areas as described by XXXX Terminal Schedule of Dilapidations and Wants of Repair pages 6-24



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INTERNAL PHOTOGRAPHS

Area 2



Entrance Lobby floor



Entrance Lobby



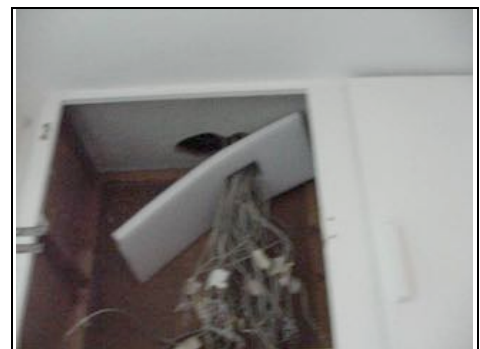
Dampness to ceiling in Entrance Lobby



Entrance door



Office front right



Wiring and cables in front right office

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INTERNAL PHOTOGRAPHS

Area 2 continued



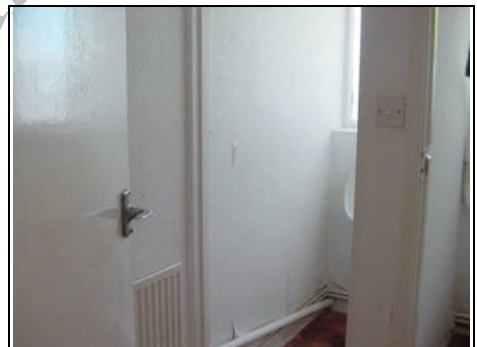
Kitchen



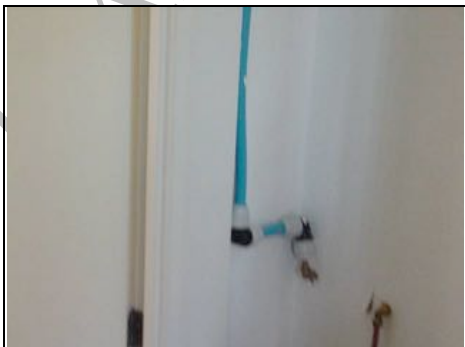
Kitchen cut off pipework



Toilet – ceiling has signs of dampness – is this historic?



Toilet



Water supply front right office

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INTERNAL PHOTOGRAPHS

Area 3



Office rear right



Damp readings

Area 4



Office rear left



Rear left office

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INTERNAL PHOTOGRAPHS

Area 5



Front office (with safe)

Area 6



Central corridor

Area 7



Front left

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INTERNAL PHOTOGRAPHS

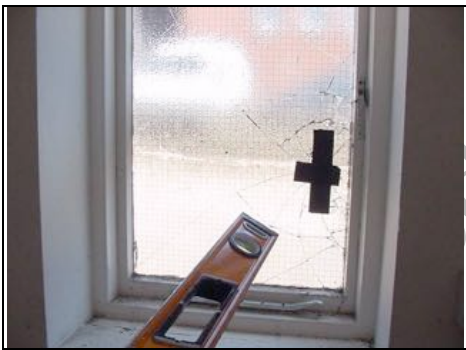
Area 8



Open plan office – is this roof leaking or are these historic dampness stains?



Open plan office



Broken window

Quotation required for repair and redecoration to all windows as this is a significant sum in the Report

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INTERNAL PHOTOGRAPHS

Roof Internal



Asbestos sheet



Close up of ridge



Left side roof timber truss



Underside of roof and Parapet wall



Water tanks



General view

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INTERNAL PHOTOGRAPHS

Roof Internal continued



Unlagged pipework



Damp staining to ceiling from condensation?

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SUMMARY UPON REFLECTION

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

We are still gathering information at this stage and will advise you verbally of our summary upon reflection.

If you would like any further advice on any of the issues discussed or indeed any that have not been discussed! Please do not hesitate to contact us on XXXX.

For and on Behalf of
XXX
Independent Chartered Surveyors
XXX

This Report is dated: XXX

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APPENDICES

Inspection

Construction Summary

Time Line

Requests for Information

Contact Information

Example of Scott Schedule

Dilapidations Terms

Negotiations with Surveyor/Landlord

Letters to be sent

Limitations

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INSPECTION

Our inspection has been specifically related to the Dilapidations issues detailed below:

Visual Inspection

Our inspection has taken the format of a visual inspection:

External

1. External of the property of the

- 1.1 Front
- 1.2 Rear
- 1.3 Sides

We have had the benefit of an x 16 lens on a digital camera

Internal

2. Internal of the property

We have viewed:

- 2.1 Ground floor

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CONSTRUCTION SUMMARY

External

Main Roof:	Asbestos sheets
Structure:	Timber
Gutters and Downpipes:	Asbestos and Plastic
Soil and Vent Pipe:	Internal/not viewed
Walls:	Painted rough cast render and brickwork (assumed)
External Detailing:	Timber single glazed windows
Foundations:	Not inspected and not known, visible to left side.
	The property sits on a sloping site

Internal

Ceilings:	Plasterboard / Proprietary Board (assumed)
Walls:	Mixture of solid and hollow (assumed)
Floors: Ground Floor:	Solid underfoot assumed concrete

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Services

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

Heating:	There is a dated wall mounted Worcester boiler located in the kitchenette to the rear right side.
Electrics:	The electrics are dated and are located to the front right side.
Gas:	The consumer unit was located entrance lobby area.
Drainage:	We were unable to find any manholes. Normally drainage would require a closed circuit TV camera report.

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

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

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TIME LINE

This has been based upon a discussion with Mr X the property on XXX at X

DATE	DESCRIPTION
XXXX	Terminal Schedule of Dilapidations Inspection
XXX	XXXX formal serving of Terminal Schedule of Dilapidations
Recommended dates by XXXX XXXX XXXX	Meeting between Building Surveyors Response to the Terminal Schedule of Dilapidations claim
XXXX	Discussions with XXX and XXX We have had an “offer the record” discussion with XXXX who will be raising our points to the Landlord and considering our points and coming back to us the early part of next week by XXXX.

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REQUESTS FOR INFORMATION

Our requests for information from the Landlord's Surveyor and Landlord's Solicitor

- 1.0) An electronic copy of the Schedule of Works prepared by Peter North and Partners
- 2.0) An electronic signed copy of the Terminal Schedule of Dilapidations, if one is different to the one we have been provided with.
- 3.0) An electronic copy of the Lease to enable us to check the Clauses claimed against within the Terminal Schedule of Dilapidations.

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CONTACT INFORMATION

Landlord

Contact: Mr X
Company: XXX Limited
Address: XXXX
XXX, Hertfordshire. XXX
Tel: XXX

Landlords Solicitors

Contact: XXX
Company: XXX
Address: XXX London. XXX
Tel: XXX

Landlords Surveyor

Contact: Mr X and Mr X
Company: XXX
Address: XXX
Welwyn Garden City, Hertfordshire. XX
Tel: Mr X: XXX
Mr X: XXX
Email: XXX

Neighbour

Contact: XXXX
Company: XXXX
Address: XXXXX
Berkhamsted, Hertfordshire. XXX
Tel: XXXX
Email: XXXX

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Example of Scott Schedule

This is a negotiation document that we need to get underway, an electronic copy of this should be provided by the Landlords Surveyors.

Here is an example of it:

Item	Location/ Element	Lease Covenant	Breach of Repairing Covenant	Remedial Works Required	Landlords Costs	Tenants Comments	Tenants Costs
	<u>??????????????</u>						

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DILAPIDATIONS TERMS

You may or may not have already defined these terms but we do believe that with Dilapidations/Schedule of Work it is better to over explain matters than to under explain them.

1.0) Interim Dilapidations

This is a Dilapidations served usually before the end of a lease and can be subject to further amendments.

2.0) Terminal Dilapidations

A term that is sometimes used near to when a final dilapidations is being served with the right to add further information in.

3.0) Final Dilapidations

This should, in theory, be the last Dilapidations served. Usually these are served once the lease has come to an end.

4.0) Inherent defects

These defects in a property that have been present since day one and as such have caused specific problems.

For example: A sloping site, which is discharging rainwater against the building and causing dampness.

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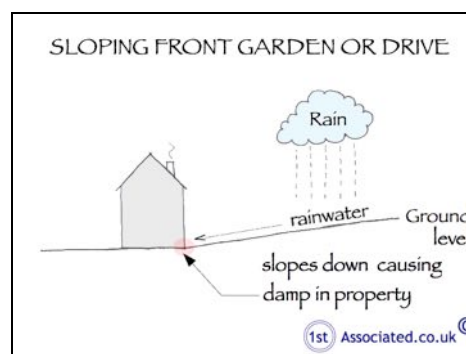
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Sloping site defined:

Any property on a sloping site is more susceptible than one on a flat site; it is simply the laws of gravity. Foundations normally allow for such occurrences, particularly in new properties. There can still be some minor movement.



Sloping site

Inherent defects are important as there is not a requirement under most Leases to improve a building only to give it back in the condition it was Let in.

5.0) Schedule of Condition

There are several varieties of a Schedule of Condition.

1. A Schedule of Condition at the start of a Lease

A Schedule of Condition at the start of a Lease is recommended and records the condition of the property at the start of the lease and ideally is appended to the Lease to make it legally binding. If it is not accepted by the solicitors that it is legally appended to the Lease we believe it is worth carrying out as it gives a record to refer back to when the Lease has ended.

2. Schedule of Works

A Schedule of Works is normally a record of works required and presented in a format that can be quoted or interpreted by a builder.

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6.0) Section 18 Valuation

A Section 18 Valuation is a Valuation between the difference between a property at the end of the Lease in the condition that it is in and the condition it should be in as set out within the Lease. A Section 18 Valuation can be used to limit the Dilapidations claim in certain circumstances.

6.0) Supersession

This usually relates to a Lease where future works or requirements of the Landlord or tenants mean that any works that you do carry out will be superseded and therefore there is not a requirement to carry them out.

For example: A Landlord that is looking to redevelop a property will not have a claim for Dilapidations, we have concrete evidence to show this.

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LETTERS YOU NEED TO WRITE/EMAIL AS SOON AS POSSIBLE

At present we do not believe there is any need for any letter writing and that telephone communication is the best way forward.

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LIMITATIONS – abbreviated format

A full format is available on our website or can be forwarded to you if you so require.

Strategic Dilapidations Report

1. Conditions of Engagement

Subject to express agreement to the contrary (which in this particular case has been none) and any agreed amendments/additions (of which in this particular case there have been none), the terms on which the Surveyor will undertake the Strategic Dilapidations Report are set out below.

Based upon a visual inspection as defined below the Surveyor will advise the Client by means of a written report as to his opinion of the visible condition and state of repair of the specific problem or problems only. In this instance in relation to a Dilapidations claim.

2. The Inspection

2.1 Accessibility and Voids

The Surveyor will base this report on a visual inspection and accordingly its scope is limited. It does not include an inspection of those areas, which are covered, unexposed or inaccessible. Our visual inspection will relate to the specific defects shown to us only.

a. Floors

We have not opened up the floor structure. We have only carried out a visual inspection and any conclusions will be based upon our best assumptions. We can open up the floor if so required at an extra fee.

2.3 Roofs

The Surveyor has not inspected the roofs.

2.4 Boundaries, Grounds and Outbuildings

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The Surveyor has not inspected boundaries including the grounds and outbuildings unless specifically stated (none stated).

2.5 Services

No services inspected.

2.6 Areas not inspected

The Surveyor will have only inspected those areas identified within the report. His report will be based upon possible or probable defects based upon what he has seen together with his knowledge of that type of structure. If you feel that any further areas need inspection then please advise us immediately.

2.7 Strategic Dilapidations Report

As this is a report upon a Strategic Dilapidations we do not offer any comment or guidance upon reactive maintenance and/or planned or routine maintenance items.

2.8 Whilst we have used reasonable skill and care in preparing this report, it should be appreciated that the Chartered Surveyors cannot offer any guarantee that the property will be free from future defects or that existing defects will not suffer from further deterioration;

3. Deleterious and Hazardous materials

Unless otherwise expressly stated in the Report, the Surveyor will assume that no deleterious or hazardous materials or techniques have been used in the construction of the property. However the Surveyor will advise in the report if in his view there is a likelihood that high alumina cement (HAC) concrete has been used in the construction and that in such cases specific enquiries should be made or tests carried out by a specialist.

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4. Contamination

The Surveyor will not comment upon the existence of contamination as this can only be established by appropriate specialists. Where, from his local knowledge or the inspection he considers that contamination might be a problem he should advise as to the importance of obtaining a report from an appropriate specialist.

5. Consents, Approvals and Searches

- 5.1 The Surveyor will assume that the property is not subject to any unusual or especially onerous restrictions or covenants which apply to the structure or affect the reasonable enjoyment of the property.
- 5.2 The Surveyor will assume that all bye-laws, Building Regulations and other consents required have been obtained. In the case of new buildings and alterations and extensions, which require statutory consents or approval the Surveyor will not verify whether, such consents have been obtained. Any enquiries should be made by the Client or his legal advisers.
- 5.3 Drawings and specifications will not be inspected by the Surveyor. It is the Clients responsibility to forward any drawings and specifications that he has or knows the whereabouts of to us to include information in our report. If these are not forthcoming we will make our best assumptions based upon the information available.
- 5.4 The Surveyor will assume that the property is unaffected by any matters which would be revealed by a Local Search and replies to the usual enquiries or by a Statutory Notice and that neither the property nor its condition its use or intended use is or will be unlawful.

6. Fees and Expenses

The Client will pay the Surveyor the agreed fee for the Report and any expressly agreed disbursements in addition.

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7. Restrictions on Disclosures

- 7.1 This report is for the sole use of the Client in connection with the property and is limited to the current brief. No responsibility is accepted by the Chartered Surveyors if used outside these terms.
- 7.2 Should any disputes arise they will be dealt with and settled under English law;
- 7.3 This report does not fall under the Third Parties Rights Act.

8. Safe Working Practices

The Surveyor will follow the guidance given in Surveying Safely issued by the Royal Institution of Chartered Surveyors (RICS).

9. Legal Comments

It should be noted that we are Chartered Surveyors not Solicitors and any comments relating to legal matters need to be checked and confirmed by specialist appropriate solicitors/barristers.

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