DRAFT

The Dams

.

Menstrie

FK11 7EG

DRAFT

single survey

survey report on:

Property address	The Dams . Menstrie FK11 7EG

Customer	Ann Gardner

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 two storey detached villa.

Accommodation	Ground Floor: Entrance Hall, Lounge, Sitting Room, Family Room, Kitchen, Inner Hall and Toilet. First Floor: Hall, Three Bedrooms and a Bathroom.

Gross internal floor area (m²)	168 or thereby.

Neighbourhood and location	The subjects are situated within Menstrie where surrounding properties are varied in age and nature of construction. Local facilities and amenities are reasonably accessible.

Age (year built)	Circa 1850

Weather	Dry and overcast.

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Chimney stacks	There are brick and stone built chimney stacks pertaining to the subjects. Visually inspected with the aid of binoculars where appropriate.

Roofing including roof space	The roof is pitched and clad with slates. Access to the roof void was gained via an access hatch within the hall ceiling and also via access hatches within the family room and toilet. Our inspection of the side projection was limited to head and shoulders only of the roof void area. The main roof void has insulation over the roof underside which severely limited our inspection. No comment can be made on the condition of inaccessible areas. 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	The rainwater goods system serving the subjects are of cast iron type. Visually inspected with the aid of binoculars where appropriate.

Main walls	The main walls are of solid stone construction with rendered finishes. Visually inspected with the aid of binoculars where appropriate. Foundations and concealed parts were not exposed or inspected.

Windows, external doors and joinery	The windows are of timber single glazed construction and the external doors are of timber construction. 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.

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External decorations	Painted timbers. Visually inspected.

Conservatories / porches	Not applicable.

Communal areas	Not applicable.

Garages and permanent outbuildings	There is a detached car garage of block construction under a pitched slated roof. Visually inspected.

Outside areas and boundaries	There are spacious garden grounds surrounding the subjects which are bounded by stone walls and hedges. Parking is provided on the driveway to the front of the property. We have been informed that the courtyard area to the front is shared however this should be verified. Visually inspected.

Ceilings	The ceilings are plastered with painted and papered finishes. Visually inspected from floor level.

Internal walls	The internal walls are plastered with painted, papered and tiled finishes. Visually inspected from floor level. Using a moisture meter, walls were randomly tested for dampness where considered appropriate.

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Floors including sub floors	The floors are of solid concrete and suspended timber construction with fitted floor coverings present. No sub floor inspection was possible due to the absence of an access hatch. 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	The internal joinery comprises timber doors, skirtings and door surrounds. Kitchen units provide wall and floor mounted storage. Built-in cupboards were looked into but no stored items were moved. Kitchen units were visually inspected excluding appliances.

Chimney breasts and fireplaces	There is a coal fire located within the sitting room and lounge. Visually inspected. No testing of the flues or fittings was carried out.

Internal decorations	Visually inspected.

Cellars	Not applicable.

Electricity	Mains supplies of electricity are connected. The electricity fusebox is located within the downstairs toilet. 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.

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Gas	Not applicable.

Water, plumbing, bathroom fittings	Mains supplies of water are connected. Plumbing where visible is of copper and pvc construction. There is a three piece bathroom suite pertaining to the subjects. No view was gained below the sanitary 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.

Heating and hot water	Heating is provided by way of a oil fired boiler located within the kitchen. There is an insulated hot water tank located within the roof void over the kitchen. 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	All foul and surface water drainage is assumed to be connected to the main public 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.

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Additional limits to inspection	The property was fully furnished at the time of our inspection and the services were not tested. No access was obtained to sub-floor areas. Restricted inspection was possible only of main roof structure from ground/street level. 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. 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. Restricted inspection in cupboards due to storage items. 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.

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Sectional Diagram showing elements of a typical house



1	Chimney pots
2	Coping stone
3	Chimney head
4	Flashing
5	Ridge ventilation
6	Ridge board
7	Slates/tiles
8	Valley guttering
9	Dormer projection
10	Dormer flashing
11	Dormer cheeks
12	Sarking
13	Roof felt
14	Trusses
15	Collar
16	Insulation
17	Parapet gutter
18	Eaves guttering
19	Rainwater downpipe
20	Verge boards / skews
21	Soffit boards
22	Partition wall
23	Lath / plaster
24	Chimney breast
25	Window pointing
26	Window sills
27	Rendering
28	Brickwork / pointing
29	Bay window
30	Lintels
31	Cavity walls / wall ties
32	Subfloor ventilator
33	Damp proof course
34	Base course
35	Foundations
36	Solum
37	Floor joists
38	Floorboards
39	Water tank
40	Hot water tank

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	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	2
Notes	Damp readings were obtained to lower walls and also to ceiling and wall surfaces within the property. In a property of this age and type it is possible that there may be structural defects which are presently concealed by floor coverings, plasterwork etc., and there may be latent defects in areas which are presently inaccessible. It is recommended that a reputable timber/damp specialist firm be employed to carry out a detailed inspection of the subjects and thereafter implement all necessary works under cover of long term guarantee.



Chimney stacks

Repair category	2
Notes	Evidence of dampness around the chimney stacks and flashings should be checked and repaired as necessary. See comments on "Roof Including Roof Space" section.

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Roofing including roof space

Repair category	3
Notes	There is evidence of damp penetration from the roof and as such it is strongly recommended that a reputable roofing contractor inspect the subjects and carry out any necessary repairs/renewals. As previously stated insulation to the roof underside limited our inspection and as such no comment can be made on the condition of inaccessible areas.

Rainwater fittings

Repair category	1
Notes	At the time of our inspection there was no evidence of damp staining/water 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	1
Notes	The main outer walls of the property generally appeared in fair order consistent with age.

Windows, external doors and joinery

Repair category	2
Notes	These generally appeared in fair condition consistent with age. 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. The windows were noted to be of an older type with evidence of some cracked glazing as well as some of the windows being painted shut.

External decorations

Repair category	1

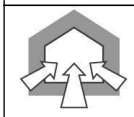
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Notes	The external decorations are generally in fair order. Regular repainting will be required if these areas are to be maintained in satisfactory condition.



Conservatories / porches

Repair category	-
Notes	Not applicable.



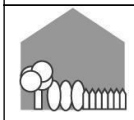
Communal areas

Repair category	-
Notes	Not applicable.



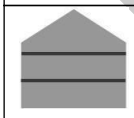
Garages and permanent outbuildings

Repair category	1
Notes	The garage generally appears in fair condition consistent with age and usage.



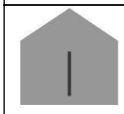
Outside areas and boundaries

Repair category	2
Notes	The boundaries appear reasonably well defined and are in adequate condition. Regular maintenance will be required. You should verify with your conveyancer the extent of the boundaries attaching to the property. Boundaries/retaining walls will require repairs and maintenance. Potholed access road/courtyard.



Ceilings

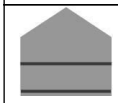
Repair category	2
Notes	The ceilings were noted to be uneven and bowed and there was also evidence of damp ingress to some ceiling surfaces.



Internal walls

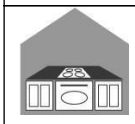
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Repair category	1
Notes	The internal walls are largely covered with decorative finishes. During routine redecoration some plaster filling may be necessary.



Floors including sub-floors

Repair category	1
Notes	No access to the sub-floor chamber was possible at the time of our visit to the property. Within the limitations of our inspection there was no indication to suggest significant defects in this area. It will, however be appreciated that the area was not inspected and therefore no guarantees can be provided in this regard. Some of the floorboards were noted to be uneven and noisy underfoot.



Internal joinery and kitchen fittings

Repair category	1
Notes	The internal joinery is generally in keeping with the age and type of property and appeared in fair condition consistent with age. The kitchen units are of a modern type and appeared in a condition for their age and purpose.



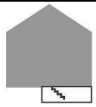
Chimney breasts and fireplaces

Repair category	2
Notes	It should be emphasised that the flues were not checked or appliances tested. All flue linings should be checked, repaired if necessary and swept prior to the fires being reused.



Internal decorations

Repair category	1
Notes	The property appears in fair decorative condition consistent with age.



Cellars

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Repair category	-
Notes	Not applicable.



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	-
Notes	Not applicable.



Water, plumbing and bathroom fittings

Repair category	1
Notes	The plumbing and fittings appear of copper/pvc piping where seen and appeared in serviceable condition but was not tested. The sanitary fittings are of modern style and type.



Heating and hot water

Repair category	2
Notes	There is an oil fired heating system provided. This was not tested. The heating system was noted to be of an older type. The oil tank was also noted to be of an older type and upgrading of same may be anticipated.



Drainage

Repair category	1

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Notes	The property is thought to be connected to a main sewer. There was no surface evidence to suggest the system is choked or leaking.

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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	2
Chimney stacks	2
Roofing including roof space	3
Rainwater fittings	1
Main walls	1
Windows, external doors and joinery	2
External decorations	1
Conservatories / porches	-
Communal areas	-
Garages and permanent outbuildings	1
Outside areas and boundaries	2
Ceilings	2
Internal walls	1
Floors including sub-floors	1
Internal joinery and kitchen fittings	1
Chimney breasts and fireplaces	2
Internal decorations	1
Cellars	-
Electricity	1
Gas	-
Water, plumbing and bathroom fittings	1
Heating and hot water	2
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.

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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?	Ground			
2. Are there three steps or fewer to a main entrance to a property?	Yes	X	No	
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		No	X
8. Is there unrestricted parking within 25 metres of an entrance door to the building?	Yes	X	No	

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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

The valuation is made on the assumption that any alterations that may have been carried out to the property satisfy all relevant legislation and have full certification where appropriate. While not necessarily an exhaustive list, alterations noted at the time of our inspection includes the addition of a garage.

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, particularly categorised as a 2 or 3, 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.

Property market activity has been impacted due to the current response to Covid-19. This has resulted in an unprecedented set of circumstances on which to make a valuation judgement. The advice is therefore reported on the basis of "material valuation uncertainty" as per the RICS Red Book Global definition. Consequently, less certainty can be attached to the valuation than would otherwise be the case. It is recommended that the valuation of this property is kept under frequent review as more market evidence becomes available.

The extent of grounds pertaining to the subjects should be investigated by the completing conveyancer.

Access to the property is gained via a shared unmade road and checks should be made to ensure right of access and also to determine the extent of repair liability over same.

Estimated reinstatement cost for insurance purposes

£575,000

We are of the opinion that the subjects should be insured for buildings reinstatement purposes for a sum of not less than £575,000 (Five Hundred and Seventy Five Thousand Pounds Sterling).

Valuation and market comments

£380,000

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Market Value assuming vacant possession is £380,000 (Three Hundred and Eighty Thousand Pounds Sterling).

Report author	Gavin Miller

Address	22 Allan Park, Stirling. FK8 2QG.

Signed	

Date of report	12/10/2021

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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 transcriptrequest 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 conveyancingprocess 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.

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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 deliveredto:

- 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

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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.

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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 planis 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 materialaffect 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 developinto 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

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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 accreditedEeergy 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 knowledgably, 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.

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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 at https://www.g-s.co.uk/privacy-policy/.

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