

**Report for
Medipharm Bradford Ltd**

**On the Market Valuation
of**

**21 Units at
Wesley House
Huddersfield Road
Birstall
Batley
WF17 9EJ**

**Inspected and valued by:-
Christopher R Andrews LL.B AssocRICS**

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**Date of Inspection: DESKTOP APPRAISAL
Date of Valuation: 23rd June 2025
Reference: QP028996**

TABLE OF CONTENTS

- 1. Instructions, Assumptions and General Matters**
 - 1.1 Introduction**
 - 1.2 Definition of Market Value**
 - 1.3 Notice**
 - 1.4 Contamination**
 - 1.5 Planning and Building Regulations**

- 2. The Property**
 - 2.1 Location**
 - 2.2 Description and Age**
 - 2.3 Units**
 - 2.4 Services**
 - 2.5 Tenure**
 - 2.6 Roads**
 - 2.7 Condition**
 - 2.8 Summary**

- 3. Analysis and Valuation**
 - 3.1 Valuation Methodology**
 - 3.2 Comparable Sales Evidence**
 - 3.3 Analysis**
 - 3.4 Valuation**

- 4. Signature and Date of Report**

APPENDICES

Floor plans
Terms and Conditions

1. INSTRUCTIONS, ASSUMPTIONS AND GENERAL MATTERS

1.1 INTRODUCTION

I am acting in accordance with your verbal instructions and our confirmation letter dated 19th June 2025, together with our standard Terms and Conditions to provide you with the Market Value of the leasehold interests in the above properties, with vacant possession. I have relied upon floorplans and information provided by yourself. I understand that the valuations are required to contest a s106 contribution that the local authority are trying to leverage against the development.

This report has been prepared by Christopher Andrews LL.B AssocRICS a RICS registered valuer. The author of the Report has sufficient skills, knowledge and understanding to undertake the valuation competently. In addition, the author and the firm have no conflict of interest in carrying out this valuation.

The Report has been prepared in accordance with the latest edition of the RICS Valuation – Professional Standards.

1.2 DEFINITION OF MARKET VALUE

Market Value is defined as follows:

Market Value (MV)

‘The estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm’s-length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion.’

1.3 NOTICE

The purpose of the report is to provide a valuation that complies with the current edition of the RICS Red Book specification for a Residential Valuation. The relevant bases of valuation and limitations of inspection are set out in our previously agreed Terms of Engagement.

The client has not commissioned a survey of the property, structural or otherwise. You must not assume that, if defects are not mentioned in the report, all parts of the structure are free from defect. Where your attention is drawn to some defects it does not mean that other defects may not exist. Moreover, services have not been tested.

If you wish to be satisfied as to the condition of the property, you must have a surveyor's detailed inspection and report. The surveyor will advise if further investigations are required.

This report is for the sole use of the Client named above and written consent must be obtained before anyone else may rely upon it.

N.B. You are reminded that the report which follows has been prepared in accordance with the current version of the RICS Red Book and entitles the Valuer to make assumptions which may on further investigation, for instance by your legal representative, prove to be inaccurate. Any exception is clearly stated below.

1.4 CONTAMINATION

I have not carried out any investigations into past or present uses, either of the property or of any neighbouring land, to establish whether there is any potential for contamination from these uses or sites close to the subject property and therefore assume that none exists. However, should it be established subsequently that contamination exists at the property or on any neighbouring land or that the premises have been or are being put to any contaminative use, this might reduce the values now reported.

The property is in an area of past coal mining activity. For the purposes of my valuation, it is assumed that a coal mining report would not reveal any issues that would have a significant impact upon saleability or value.

1.5 PLANNING AND BUILDING REGULATIONS

I have assumed that there is planning permission for the proposed development. The valuations also assume that all new flats will have building regulation approval. No enquiries have been made of the local planning authority. I have not carried out investigations to establish whether any alterations were undertaken with the benefit of Building Regulation Approval.

The valuations provided assume that the flats will come with the benefit of a 10 year Building Warranty.

2. THE PROPERTIES

2.1 LOCATION

The development is located close to Birstall town centre. Local shops, schools, and other amenities are within reasonable reach. Motorway links and public transport is easily accessible.

2.2 DESCRIPTION AND AGE

The proposed development is a Grade II listed, former methodist chapel which has recently been used as offices. The building originally dates to 1846.

2.3 UNITS

The proposed units and their internal measurements are listed below:

Plot No.	Description	Area (m²)
1	GF/FF Duplex Studio Apt.	68.10m ²
2	GF/FF Duplex Studio Apt.	60.99m ²
3	GF/FF Duplex Studio Apt.	54.53m ²
4	GF/FF Duplex Studio Apt.	53.66m ²
5	GF/FF Duplex Studio Apt.	57.27m ²
6	GF/FF Duplex Studio Apt.	58.39m ²
7	GF/FF Duplex Studio Apt.	54.96m ²
8	GF/FF Duplex Studio Apt.	61.00m ²
9	GF/FF Duplex Studio Apt.	63.32m ²
10	SF/TF Duplex Studio Apt.	70.26m ²
11	SF/TF Duplex Studio Apt.	67.92m ²
12	SF/TF Duplex Studio Apt.	54.64m ²
13	SF/TF Duplex Studio Apt.	53.55m ²
14	SF/TF Duplex Studio Apt.	58.69m ²
15	SF/TF Duplex Studio Apt.	64.82m ²
16	SF/TF Duplex Studio Apt.	59.21m ²
17	SF/TF Duplex Studio Apt.	61.28m ²
18	SF/TF Duplex Studio Apt.	66.87m ²
19	4 th Floor 1 Bed Apt.	45.27m ²
20	4 th Floor 1 Bed Apt.	67.16m ²
21	4 th Floor 1 Bed Apt.	50.29m ²
Total		1,252.18m²

It is assumed that each unit will come with an allocated parking space. There are no balconies or other outside space to any of the units. In my opinion, no one flat or floor level has a premium over the other. The top floor flats may even be less desirable given that there is no lift access.

2.4 SERVICES

As far as I am aware mains electricity, water and drainage are connected to the properties.

It is assumed that heating will be provided by electric panel heaters.

2.5 TENURE

These valuations are made on the basis that the tenure of all 21 units will be leasehold. It is assumed that the initial lease terms will be at least 250 years and that there will be no ground rent. Given the age of the building and the fact that it is Grade II listed, I have assumed that the service charge will be similar to other listed conversions around Kirklees. For the purposes of these valuations, I have assumed that the initial service charge will be no less than £1,600pa.

I have not inspected the Title Deeds of the property and have relied on the verbal information given to me in respect of tenure, boundaries and the absence of onerous restrictive covenants affecting the same.

2.6 ROADS

Huddersfield Road is made up and assumed to be adopted.

2.7 CONDITION

The flats have yet to be constructed. For the purposes of this valuation, I have assumed that they will be finished to a good standard with contemporary fixtures and fittings.

2.8 SUMMARY

When complete this will be a development of 21 self-contained units, a mixture of studio and one-bedroom units. Most of these are laid out over two floors, with the lower floors containing the kitchen and shower rooms, whilst the upper floors will have the living space and sleeping accommodation.

The flats/studios are larger than average which will enhance their appeal. However, the location and fact that these are only one-bedroom units will mean that demand will only be from investors. There will be no demand from owner occupiers.

It is likely that the units will be difficult to obtain mortgage finance against, especially if this is an investor-led development. Mainstream lenders are reluctant to lend against apartments where demand is only from investors.

3. ANALYSIS AND VALUATION

3.1 VALUATION METHODOLOGY

The properties have been valued by comparison with other relevant properties which have sold on the open market. The sale prices of these properties have been analysed and adjusted to reflect differences in size, location, condition, facilities and other relevant matters.

I have also considered the properties as an investment by analysing other investor-led developments, establishing Market Rents and making deductions for outgoings, such as ground rents and service charges.

3.2 COMPARABLE SALES EVIDENCE

In carrying out my valuation of the above property I have used the following comparable evidence which I regard as relevant in relation to type, size and location:

Apartment 16, The Sugar Mill, Upper Blakeridge Lane, Batley, WF17 8FB

A one-bedroom flat in a converted mill development at Batley. The property was finished to a good standard. The development had leisure facilities, such as a gym and swimming pool. It also had off street parking. The lease was for 999 years, with a ground rent of £338pcm and a service charge of £1,650pa. **A sale completed in October 2024 for £63,000.**

The flat was subsequently let out for £725pcm, equating to a gross yield of 13.8%, with the return, net of lease charges, at 10.7%.

Apartment 19, The Sugar Mill, Upper Blakeridge Lane, Batley, WF17 8FB

A one-bedroom flat in a converted mill development at Batley. The property was finished to a good standard. The development had leisure facilities, such as a gym and swimming pool. It also had off street parking. The lease was for 999 years, with a ground rent of £338pcm and a service charge of £1,650pa. **A sale completed in October 2024 for £71,500.**

The flat was previously let at £700pcm, equating to a gross yield of 11.7%, with the return, net of lease charges, at 9%.

Apartment 86, Sprinkwell, 1 Bradford Road, DEWSBURY, West Yorkshire WF13 2DT

A larger than average one-bedroom, duplex apartment in a converted mill at Dewsbury. The property was finished to an average standard and had off street parking. The lease had 999 years from 2002, a ground rent of £266pa and a service charge of £1,800pa. **A sale is currently proceeding at £68,000.**

Similar flats in the development are let out for around £675pcm, equating to a income of £8,100pa. This equates to a gross yield of 11.9%. Net of lease charges, this is 8.9%.

Apartment 26, Ledgard Wharf, MIRFIELD, West Yorkshire WF14 8NZ

A duplex, one-bedroom flat in a converted mill development at Mirfield. The property was finished to a good standard and had off street parking. The property was sold as a going concern with a passing rent of £695pcm (£8,340pa). **A sale is currently proceeding at £77,500.**

The gross yield on the passing rent was 10.8%. Net of lease charges, this was 7.8%.

3 Cavendish Court, Drighlington, BRADFORD, West Yorkshire BD11 1DA

A good quality one-bedroom flat with allocated parking in a converted mill at Drighlington, between Leeds and Bradford. The property had a lease with 99 years remaining, a ground rent of £200pa and a service charge of £1,680pa. **A sale completed in May 2024 at £100,000.**

3.3 ANALYSIS

Comparable evidence comprises other one-bedroom flats in converted developments around the Kirklees area. There is limited demand for one-bedroom units in the area and the majority of those that are sold are purchased by investors.

The first two sales in The Sugar Mill are the most relevant in terms of location and age. This is an investor-led development where most flats are rented out. Whilst these flats have a higher ground rent, which will impact upon the ability to obtain mortgage finance against them, the development is more appealing to renters given the on-site leisure facilities, resulting in higher rents.

The flat at Sprinkwell is an older development, dating back to 2004. Many of these flats struggle to sell due to a high ground rent. The location is also less desirable, with flats achieving lower rents than those in Batley and Birstall.

Ledgard Wharf in Mirfield is a more popular location, for both owner occupiers and renters. The proximity of the town centre and nearby train station enhance its appeal. However, the ground rent is higher and this will deter some buyers and impact upon future saleability.

Cavendish Court is in a more appealing location in the village of Drighlington. This offers better access links to local motorways and easier access to both Leeds and Bradford. The development has secure, under croft parking too. Flats in this development also appeal to owner occupiers.

From a broader view of the local market, one-bedroom units have a ceiling price, with very little across the wider Kirklees area selling for over £90,000. Whilst these will be newly constructed units, there will be no new build premium attributable to them. This is because the flats will only be of interest to investors, who will look at the income they generate and will tailor their offer according to the return they expect. From analysing sales of flats in other blocks across Kirklees, I anticipate that investors may take a slightly lower return, as there is no ground rent and these units are slightly lower risk than those with ground rents over £300pa. However, the age of the building and fact that it will have a higher-than-average maintenance outlay in the future, will impact upon this. Based on comparable evidence, I believe that an investor would look for a net return between 8 to 8.5% for these units.

The other factor to consider is that some lenders do not consider newly built flats as suitable security, particularly where they are in an investor-led development. This has been taken into account and reflected in my valuation figures.

In my opinion, given the size of the one-bedroom units. I do not believe that these will have a premium over the studio flats. This has been reflected in the valuation.

3.4 VALUATION

In my opinion the Market Values of the above properties at the date of valuation with vacant possession is as follows:

Unit	Floor level	Size (m2)	Market Value
1	GF/FF Duplex Studio Apt.	68.10	£90,000
2	GF/FF Duplex Studio Apt.	60.99	£85,000
3	GF/FF Duplex Studio Apt.	54.53	£82,500
4	GF/FF Duplex Studio Apt.	53.66	£82,500
5	GF/FF Duplex Studio Apt.	57.27	£85,000
6	GF/FF Duplex Studio Apt.	58.39	£85,000
7	GF/FF Duplex Studio Apt.	54.96	£82,500
8	GF/FF Duplex Studio Apt.	61.00	£85,000
9	GF/FF Duplex Studio Apt.	63.32	£87,500
10	SF/TF Duplex Studio Apt.	70.26	£90,000
11	SF/TF Duplex Studio Apt.	67.92	£90,000
12	SF/TF Duplex Studio Apt.	54.64	£82,500
13	SF/TF Duplex Studio Apt.	53.55	£82,500
14	SF/TF Duplex Studio Apt.	58.69	£85,000
15	SF/TF Duplex Studio Apt.	64.82	£87,500
16	SF/TF Duplex Studio Apt.	59.21	£87,500
17	SF/TF Duplex Studio Apt.	61.28	£87,500
18	SF/TF Duplex Studio Apt.	66.87	£90,000
19	4 th Floor 1 Bed Apt.	45.27	£80,000
20	4 th Floor 1 Bed Apt.	67.16	£90,000
21	4 th Floor 1 Bed Apt.	50.29	£82,500

The aggregated value of the 21 units is £1,800,000.

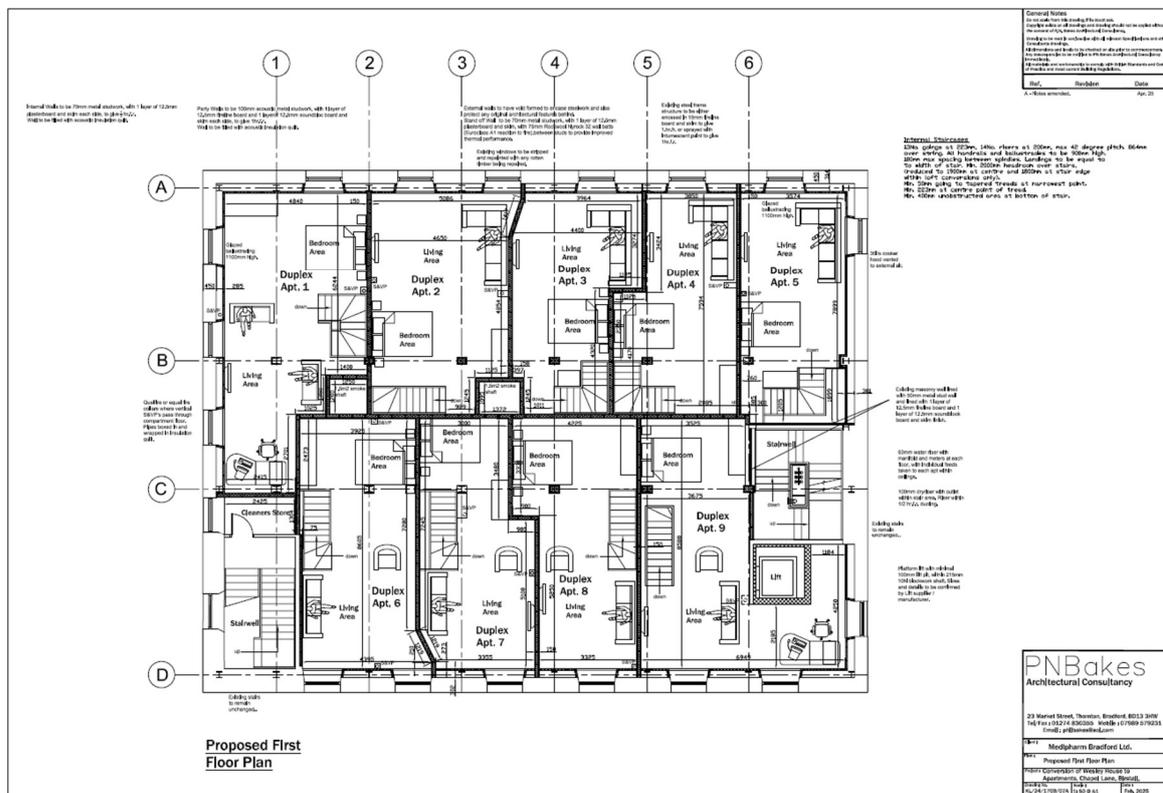
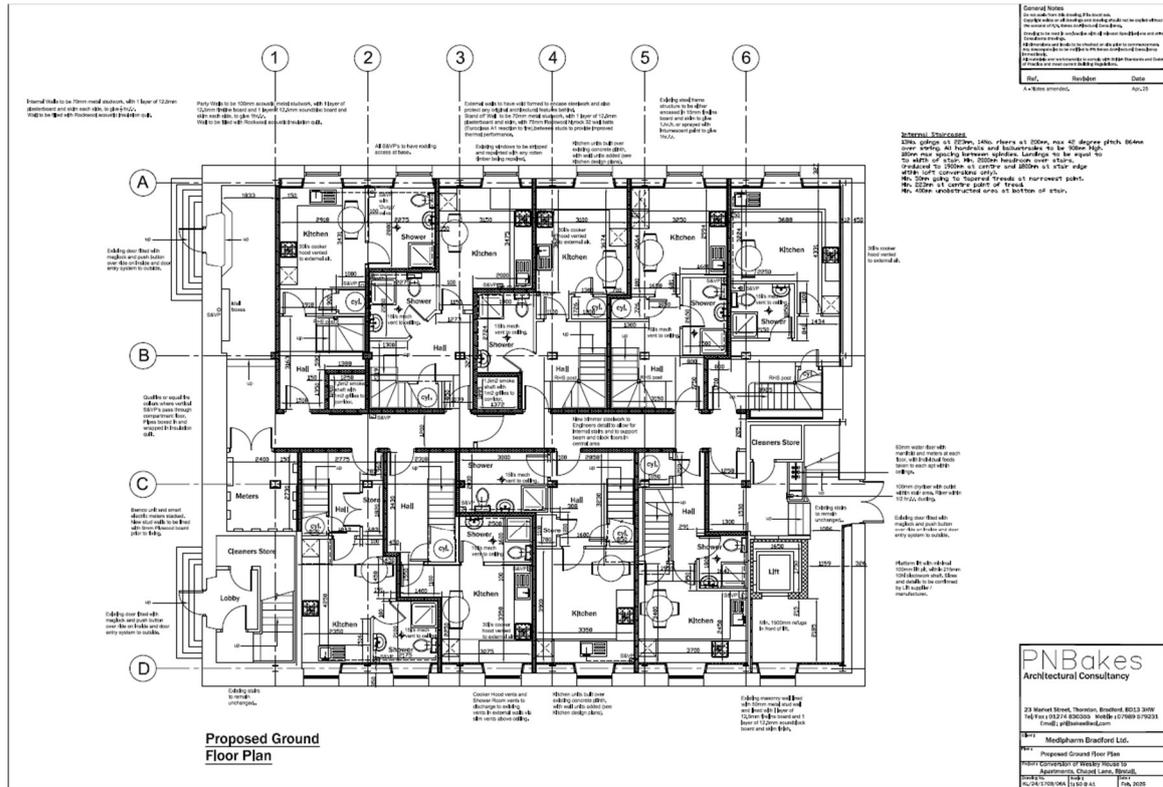
It should be appreciated that the valuations provided are for the properties as new. It may not be possible to obtain the valuation figures if the properties are resold as second-hand, especially if comparable new property is on offer at the same time.

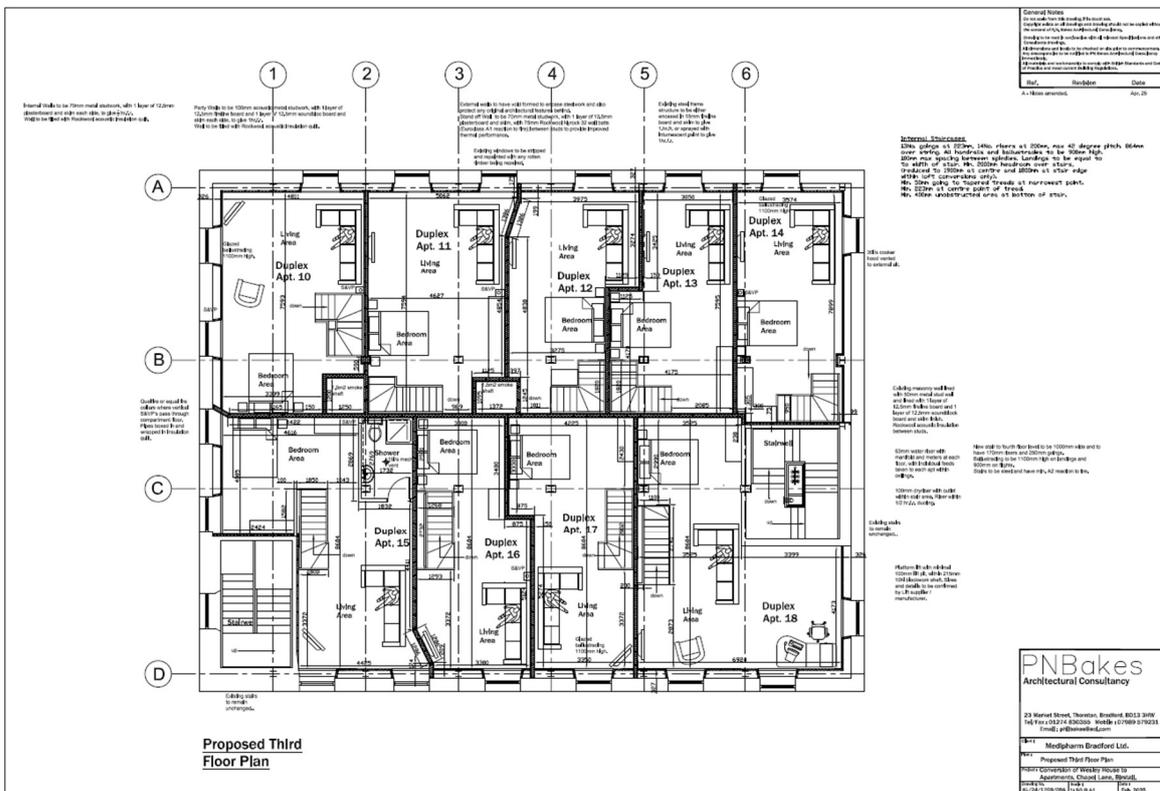
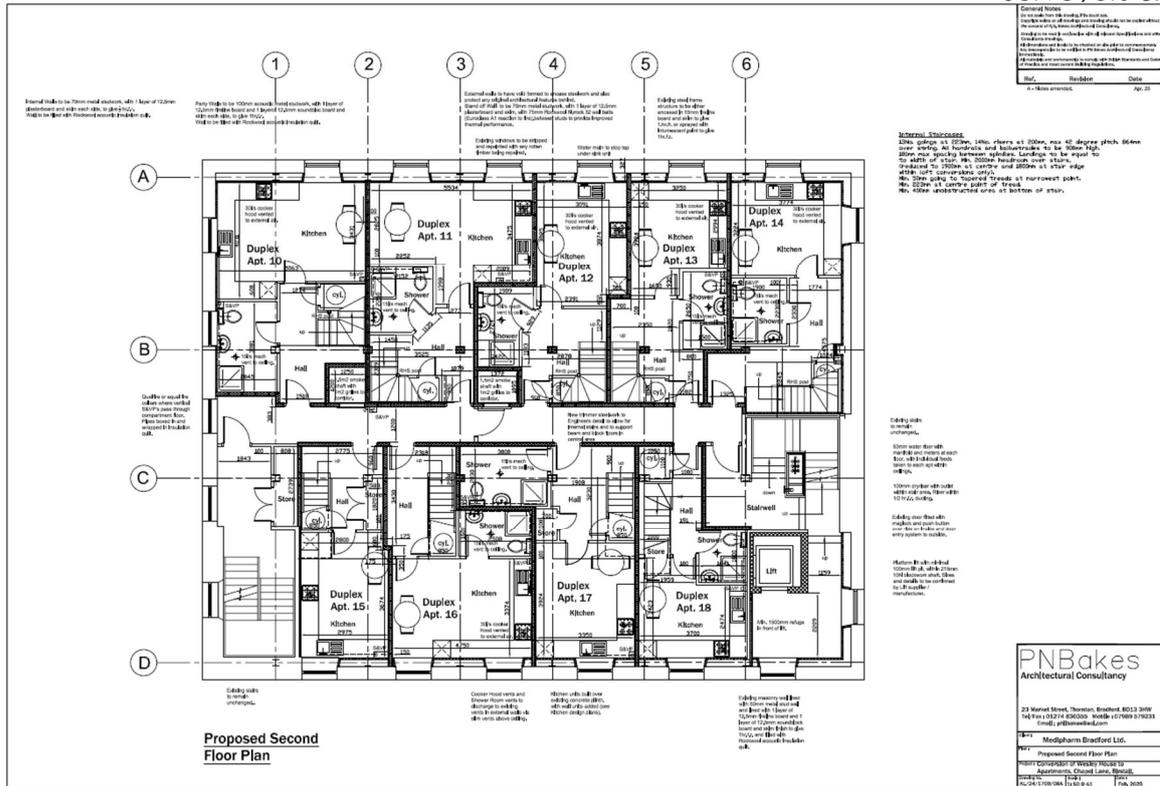
I trust this report is satisfactory for your needs. If there are any items you wish to discuss in further detail, please don't hesitate to contact me.

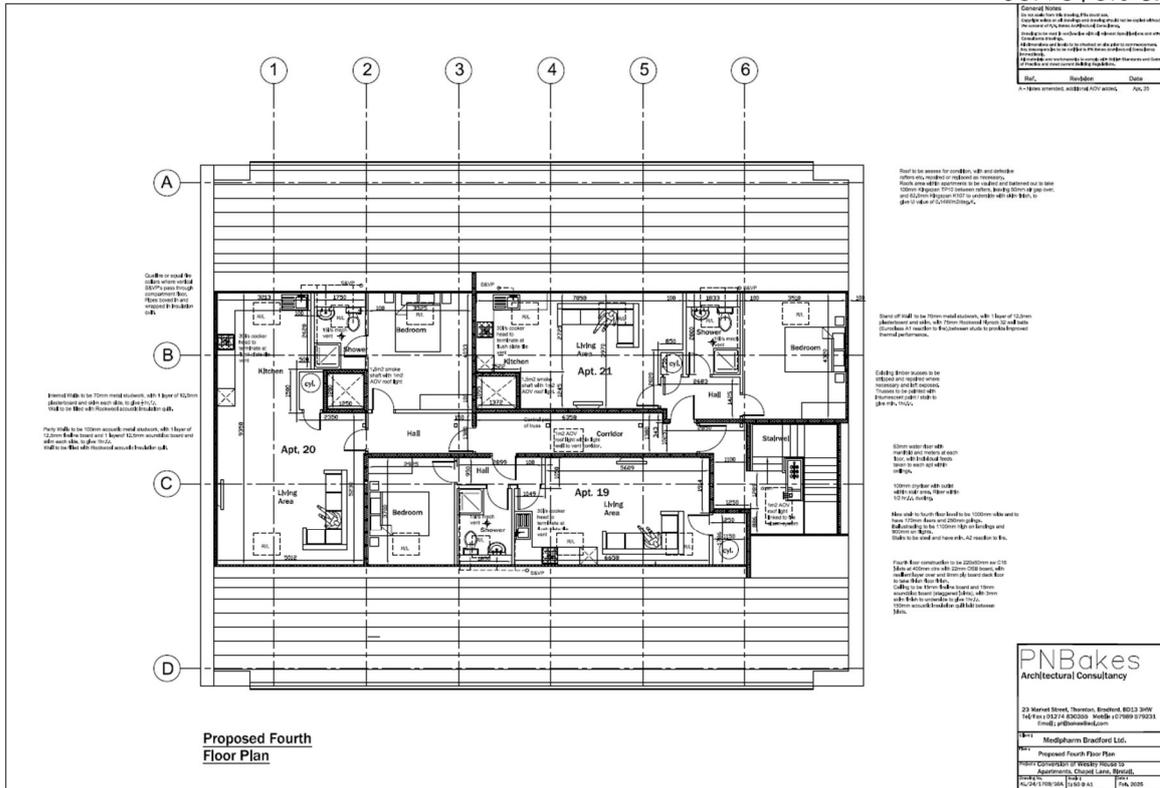
4. SIGNATURE AND DATE OF REPORT

Christopher Andrews LL.B AssocRICS
For and on behalf of
Allied Surveyors & Valuers Ltd
23rd June 2025

Floor Plans







TERMS AND CONDITIONS OF ENGAGEMENT FOR THE VALUATION OF RESIDENTIAL PROPERTY

The Client's attention is drawn particularly to the provisions of Clause 4.

1. Definitions:

a) **The Client** (or Customer)

The person/s to whom the Valuation Report is to be addressed.

b) **The Company**

The Company which is contractually responsible for the provision of the Valuation Report, is:

Allied Surveyors & Valuers Ltd

Registered Office and Administration Centre address: Building 2, Riverside Court, Bowling Hill, Chipping Sodbury, Bristol BS37 6JX (Telephone: 0333 666 7777, Email: info@alliedsurveyors.com)

Company No: 6936426

c) **RICS**

The Royal Institution of Chartered Surveyors

d) **RICS Red Book** (Current Edition)

This publication sets out the professional standards as codified by the RICS under which each Valuation or similar service and the Valuation Report are required to be undertaken. The Company will conform to the latest version of these professional standards and unless stated otherwise, will also conform to the requirements of the Residential Mortgage Valuation Specification contained therein, where relevant.

e) **The Valuer (External Valuer)**

The Valuer selected by the Company will be an appropriately qualified RICS member and registered under the RICS Valuer Registration Scheme. The Valuer will be an employee of the Company or a shareholder of the Company or an employee or associate of a shareholder. The Valuer will have the skill, experience and local knowledge necessary to undertake the instruction, and will be adequately equipped to inspect the property and to produce and sign the Report. Being external to and independent of the Client, the Valuer is also referred to as an 'External Valuer'.

f) **Residential Property**

A self-contained domestic dwelling as defined by The Town and Country Planning (Use Classes) Order 1987 (as amended) as Class C3, which may also include small HMOs within Class C4.

g) **The Valuation Report**

Pursuant to the Client's instructions, the report that is prepared by the Valuer on the

Property as part of the Valuation Service, in which the Valuer will have regard to the apparent state of repair and condition of the Property but will be under no duty to carry out a structural survey of the Property nor to inspect woodwork or other parts of the structure which are covered, unexposed or inaccessible and will not undertake the testing of electrical, heating or other services. Furthermore the Valuer will be entitled to assume that an inspection of such areas would not reveal defects of sufficient magnitude to require him/her to make a material adjustment to the Valuation.

The format of the Valuation Report will follow a template that complies with the current edition of the RICS Red Book.

The Valuation Report will be made available to the Client in either hard copy or electronic format, depending on the Client's instructions.

h) **Valuation**

The valuation of the Property to be undertaken by the Valuer in accordance with the provisions at clause 2(d) of these Terms and Conditions and forming part of the Valuation Service.

i) **Valuation Date**

The date upon which the valuation applies which shall be the date of Inspection of the Property unless otherwise stated in the Report.

j) **Market Value (MV)** (as prescribed by the RICS):

'The estimated amount for which an asset or liability should exchange on the *valuation date* between a willing buyer and a willing seller in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion.'

k) **Market Rent (MR)** if required (as prescribed by the RICS):

'The estimated amount for which an interest in real property should be leased on the *valuation date* between a willing lessor and a willing lessee on appropriate lease terms in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion.'

This is based on the assumption that the property is let on a six month assured shorthold tenancy.

l) **Valuation Approach and Reasoning** (as prescribed by the RICS):

The market approach (as defined below) will be used.

'The market approach provides an indication of value by comparing the subject asset (the Property) with identical or similar assets for which price information is available.'

This method compares similar property which has changed hands in the open market and makes appropriate adjustment to enable accurate comparison.

However in the event that the Property is for investment purposes, the Valuer may also consider an income approach which takes account of the potential income stream on such property as Houses in Multiple Occupation (depending on the local market).

m) **Property**

Means the subject property specified above.

n) **Data Protection Legislation**

Data Protection: the Company takes its responsibility under the General Data Protection Regulation very seriously. Our [Privacy Policy](#) details how we collect, use, maintain and disclose personal data. Data Protection Legislation Means all applicable law relating to the processing, privacy and use of personal data including the Data Protection Act 2018 and (for so long as and to the extent that the law of the EU has legal effect in the UK) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable EU regulation relating to data protection and privacy.

The terms “controller”, “personal data”, “process” and “processing” shall have the meanings set out in the Data Protection Legislation.

o) **Valuation Service**

Means the Valuation and the Valuation Report to be completed by the Valuer on the instructions of the Client and in accordance with these Terms and Conditions.

p) **Inspection**

Means the physical inspection of the Property by the Valuer to be undertaken as part of the Valuation Service that will form the basis of the Valuation and the Valuation Report.

q) **Contract**

Means these Terms and Conditions and the Client’s instructions.

r) **Currency**

Monetary amounts shall be reported in Pounds Sterling (GBP/£) unless otherwise agreed in writing.

s) **‘In writing’**

With regard to terms being agreed in writing, this shall include exchanges of letters and memoranda, electronically traceable and recordable data, such as faxes and e-mails, but it shall exclude text messages on mobile phones.

2. **Purpose of the Report**

- a) The purpose for which the Valuation Service is required shall be to provide an opinion of the value of the Freehold/Leasehold interest in the Property, as specified by the Client and the Company in respect of the subject property, the address of which is stated above.
- b) The Company shall provide to the Client a report setting out the Valuer’s opinion of the value of the relevant interest in the property. The Valuer responsible for the valuation will be named on the report. Our valuation is provided for your benefit alone and solely

for the purpose of the instruction to which it relates. The valuation may not, without the Company's written consent, be used or relied upon by any third party, even if that third party pays all or part of the Company's fees, or is permitted to see a copy of our valuation report. If the Company provides written consent to a third party relying on the valuation, any such third party is deemed to have accepted the terms of our engagement. Neither the whole nor any part of the report or any reference to it may be included in any published document, circular or statement nor published in any way without the Company's written approval of the form and context in which it may appear.

- c) It is confirmed that the Valuer shall, to the reasonable knowledge of the Company have no known interest in the Property or any other conflict that will prevent the Valuation Service from being undertaken in an objective and unbiased way. If the Valuer has had a previous involvement with the property or the other parties to this transaction which impacts upon the Valuation Service, this will be disclosed to the Client before the Valuation Service is commenced. The Valuer chosen to undertake this work has reasonable knowledge of this area and the appropriate expertise for the Valuation Service required. If the Client has provided additional information or advised the Valuer to contact a third party for further information, it is implicit that the Company safely rely on that information.
- d) Unless otherwise specifically agreed in writing, the value advised by the Valuer shall be in accordance with one or more of the following Valuation bases, as defined above:

Market Value (MV)

Market Rent (MR)

- e) If the Client requests an **Insurance Value** it will be on the following basis:

The reinstatement cost figure for the permanent buildings is provided for insurance purposes and is not directly related to the market value of the property. Unless the Valuer has access to particular cost information relating to the property or the locality, the reinstatement cost will be calculated by reference to the indices and guidance published by the Building Costs Information Service (BCIS). The figure stated will only include Value Added Tax on professional fees (not on building costs) and will not take into account other potential or consequential losses such as costs of alternative accommodation.

The reinstatement cost figure should be revised annually or when any significant alterations or extensions are undertaken.

Where the Property is a flat, the figure which will be given will be for the subject property only and it will be assumed that the Client's legal adviser will confirm what appropriate alternative arrangements will require to be made.

NB: an explanation of the definitions is available from the Valuer's office if requested.

3. Inspection and Reporting Assumptions and Limitations

- a) When undertaking the Valuation Service, we shall make reasonable assumptions, for example, we shall assume the property is freehold. If the property is leasehold, our valuation will be based upon an unexpired lease term of at least 85 years and on an assumption that the ground rent is nominal and non-reviewable. We will also assume

that there are no event charges within the lease for such items as extensions to the property. If these assumptions are incorrect then please discuss this with the Valuer at the time of instruction.

- b) The Valuer shall, unless otherwise expressly agreed, rely upon information provided to him/her by the Client or the Client's legal or other professional advisers relating to tenure, tenancies and other relevant matters (together 'Client Information'). It is specifically acknowledged that the Company may safely rely on the Client Information. It is the responsibility of the Client to ensure this information is accurate and to promptly advise the Valuer if it is not. The client acknowledges that the Company shall have no liability for any inaccuracy in the Valuation Service where this is due to an inaccuracy in the client information.
- c) It is stressed that the Client has requested the Company to provide a Valuation Report only. The Valuation Report must not be confused with the more thorough Level 2 or Level 3 report.
- d) In the course of the Valuation Report, the Valuer will draw attention to communal aspects of flats and will comment upon shared driveways etc where these are relevant to the Property, but only to the extent where these may have an effect upon the Valuation.

Our report assumes that if the property falls within the scope of the Building Safety Act, that all the requisite information has been lodged with the relevant body. We also assume that the responsible person has undertaken a detailed fire risk appraisal of the external walls under PAS 9980 to confirm any risk arising from the form of construction used for the external wall, such as the presence of combustible materials used for cladding, external wall insulation or balconies. You should involve your legal advisor prior to making any financial commitment.

e) **External Panels**

Composite external panels which sandwich insulating material (including polyurethane/polystyrene types of material) between inner and outer plastic-coated/painted aluminium/steel sheeting (frequently referred to as MCM or ACM panels – metal or aluminium composite material panels) have been extensively used in recent years in both the refurbishment of existing buildings and in the construction of new buildings.

Some panel cladding systems have been shown to increase fire and health risks due to the combustibility of the panels, the cyanide and other toxins which are carried in the thick black smoke when the panels burn, and by aiding the spread of fire due to the chimney effect caused by the gap between the panels and the main structure. These hazards also make fire-fighting more dangerous, increasing risk to life and damage to buildings. Consequently, insurance companies may decline to insure unless modifications are made and/or increase insurance premiums, all of which could impact on the value of the building.

Unfortunately, the type of insulant and fire checking of the panel system cannot be identified from a visual inspection. Thus, where the existence of such panels has been reported, it is crucial that you and your legal advisers should make further enquiries to satisfy yourself as to the type and suitability of the panel system as this is outside the

scope of this Report. The Fire Safety Act (2021) also requires Freeholders (Responsible Person) to commission an FRAEW on all multi-storey/multi-occupied buildings.

Prior to introduction of the Act, an EWS1 certificate might exist following a specialist assessment of the wall system but moving forward it is expected that the FRAEW will supersede EWS1 forms.

For residential buildings with any form of external wall system it is essential that the Fire Safety Certificate, from an assessor registered with a Fire Risk Assessment Competency Council approved body, includes confirmation of the satisfactory nature of the panel system as installed, which requires successful completion of a BS8414 test resulting in BR135 classification.

The Company and the Surveyor will assume that an acceptable certificate exists when completing the Report and providing, if requested, a Valuation and it is incumbent upon you to ensure that this is the case. Neither the Company or the Surveyor will be under any obligation to ascertain whether any acceptable certificate exists.

Accordingly, the Report and any requested Valuation is subject to the assumption that an acceptable and valid certificate exists. Further, you accept that if that is not in fact the case it is unlikely that the property will be considered to provide acceptable security for any lending purposes.

Where we have relied on an EWS1 form (or FRAEW), we accept no liability towards yourself or any lender, or any person deriving title to the mortgage, for any losses or potential losses arising directly and solely from our valuation being provided in reliance upon the EWS1 (or FRAEW form).

- f) **Asbestos and other hazardous materials:** The construction of property, especially during the 20th Century and particularly the finishes used, may have contained hazardous materials; these are impossible to detect without specific tests and these are beyond the scope of the Valuation Service. There is a strong possibility that property built or modernised during this period may contain asbestos in one or more of its components or fittings. The use of asbestos has been extremely diverse, from acting as an insulant in boilers to being added to decorative finishes to improve the binding. It is frequently unexposed and as it was used as an additive to products such as cement-based guttering and insulation and roofing sheeting, its presence can only be confirmed by testing. It is beyond the scope of the Valuation Service to test for asbestos. Should there be any particular concerns about these matters a specialist should be engaged to undertake appropriate tests. Asbestos becomes a particular health hazard when its fibres are released into the air. Therefore it should not be disturbed, sanded ready for decorating, drilled, cut etc and should only be removed by experts.

The Valuer does not carry out an asbestos inspection and does not act as an asbestos inspector when inspecting properties that may fall within the Control of Asbestos Regulations 2012. With flats, or properties designated as House of Multiple Occupation, the Valuer assumes that there is a 'dutyholder' (as defined in the regulations), and that in place are an asbestos register and an effective management plan which does not

present a significant risk to health or need any immediate payment. The Valuer does not consult the dutyholder.

Accordingly, the Report and any requested Valuation is subject to the assumption that the property is not effected by asbestos containing materials and/or if that is a possibility that such materials do not present any risk to health and all necessary statutory requirements have been fully complied with.

g) Boundaries, grounds and outbuildings relating to normal domestic gardens:

- i. The Inspection will take into account such boundaries, grounds and permanent outbuildings, but will not include constructions or equipment with a specific leisure purpose including, without limit, swimming pools or tennis courts.
- ii. The Inspection will include the immediate gardens that belong to the property, but the Inspection specifically excludes any additional land (such as pasture or amenity land). The Client is recommended to seek separate advice in respect of this additional land to ascertain (among other things) the extent and condition of boundaries, the presence of any invasive species, quality of the land, possible land contamination, flood risk or any other liabilities in respect of river bank maintenance, culverts and ditches and any other specific concerns, to the Client's satisfaction.
- iii. For the avoidance of doubt, the Valuation will include the full extent of the Property's title, however for areas that have not been included within the Inspection, the Report and Valuation will assume that no material issues exist.

h) In completing the Report, the following assumptions will be made by the Valuer in respect of the Property. If any of these assumptions are incorrect then these should be discussed with the Valuer before the Valuation Service is undertaken.

- i. the ground conditions are not affected by the existence of noxious substances, landfill or mineral extraction, or other forms of contamination;
- ii. no high alumina cement concrete or calcium chloride additive or other potentially deleterious material was used in the construction of the property or has since been incorporated;
- iii. the Property is not susceptible to radon gas pollution;
- iv. the Property is not subject to any unusual or especially onerous restrictions, encumbrances or outgoing and that good title can be shown;
- v. the Property and its value are unaffected by any matters which would be revealed by local or environmental searches, and replies to the usual enquiries, or by any statutory notice, and that neither the property, nor its condition, nor its use, nor its intended use, is or will be unlawful;
- vi. the inspection of those parts which have not been included in the Inspection in accordance with these Terms and Conditions would neither reveal material defects nor cause the Valuer to alter the valuation materially;
- vii. it is assumed that unless otherwise stated, roads, sewers and services outside the curtilage of the property are the responsibility of the Local Authority or other statutory body. It is further assumed, unless otherwise stated, that all services,

roads etc, are available under normal terms;

- viii. the Valuation is based on the assumption that the Property is being sold with vacant possession and, unless otherwise stated, for owner occupation;
- ix. that further investigation into Planning Permission, Building Regulation, hazardous materials, onerous restrictions etc, will not reveal anything sufficiently adverse as to materially affect the Valuation;
- x. any other assumptions will be clearly stated in the report, however, the Valuer shall be under no duty to verify these assumptions and the Client should ensure the assumptions are correct.

i) Sustainability

- i. If we have not been provided, or cannot obtain, an up to date EPC rating for this property our valuation will be based on the assumption that the subject property will meet the minimum requirements laid down by legislation and that there will be no adverse impact on value and marketability. It is advisable to obtain an expert's opinion to advise whether an EPC should be commissioned and if the building is likely to meet with the legislative requirements.
- ii. If the EPC certificate that has been provided indicates that the subject property will fall within the acceptable energy performance range for the purposes of the Energy Act 2011, the method of assessment may have changed since the EPC certificate was issued, It is advisable to obtain an expert's opinion on whether the building would still comply with the minimum standard if the building were re-certified under the current methodology.
- iii. If the EPC certificate that has been provided indicates that this property does not meet the minimum acceptable energy performance standard for the purposes of the Act, unless the property qualifies as exempt, capital expenditure may be required to upgrade the property to an acceptable EPC rating standard. Failure to do this may result in it being unlawful to rent the property, with an associated impact on marketability and value. It is therefore advisable to obtain an expert's opinion on the status of the property. Our valuation will be based on the assumption that the property is not exempt and will reflect the fact that improvement will be required in order to bring the property up to the minimum acceptable energy performance standard.

4. Limitation of Liability

- a) The Company shall under no circumstances whatsoever be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit or any indirect or consequential loss arising under or in connection with the Contract;
- b) The Client hereby accepts that any claim for losses arising in connection with any matter under the Terms of Engagement must be brought against the Company, irrespective of whether such claim is made in respect of alleged breach of contract, or breach of duty of care, or in respect of any alleged tortious act or omission.
- c) Furthermore, the Company will cease to carry any liabilities for any alleged loss unless the Client has notified the Company in writing within six years of the date of the Valuation.

- d) None of the Company's employees, partners, affiliates or consultants individually has a contract with the Client or owes the Client or the prospective purchaser or any other party a duty of care or personal responsibility. The Client therefore agrees not to bring any claim against any such individuals personally in connection with the Valuation Service provided. Whilst the Company's employees are protected by this clause under the Contracts (Rights of Third Parties) Act 1999, it is agreed between the Client and the Company that these Terms and Conditions (including this clause) may be varied by mutual consent at any time, without the need for the Company to seek leave or permission from its employees. To the extent that any part of this notification is a restriction of liability within the meaning of Section 1 of the Unfair Contract Terms Act 1977, it does not apply to death or personal injury resulting from negligence. For the avoidance of doubt, where the surveyor refers to themselves in the first person within any advice provided, this is strictly within the context of their role as employee of the company and any liability rests solely with the company and not that individual personally.
- e) The Company's entire financial liability (including that of its employees etc, as set out above) is hereby limited to the Value as stated in the Company's Valuation Report for the Property or £1,000,000 (One Million Pounds), whichever is the lower and in as far as such limitation is lawful.
- f) These Standard Terms of Engagement do not include any warranties, conditions and other terms except as stated herein and as required by law. The Valuation will be provided after diligent consideration and research but property values are subject to fluctuation and the valuation process is inexact and thus the Valuer's opinion is subject to a degree of tolerance depending on the property and the availability of comparable evidence. Valuations are provided to assist the Client in making a prudent decision: they are not provided as some form of guarantee of value.
- g) Where loss is suffered by the Client for which the Company's and a third party or any other party are jointly responsible, any recoverable loss by the Client from the Company will be proportionate to the Company's relative contribution to the loss suffered and subject to the provisions of clause 4(e).
- h) Where the Client is composed of more than one entity, then the Client's liability will be joint and several with such other entity or entities.
- i) The Client acknowledges that the Company shall have no liability for any inaccuracies in the Service where this arises out of any information which is provided by the Client, their legal or other professional advisers, or any third party acting on the Client's instructions, which is itself inaccurate.
- j) The terms of the agreement between the parties are not enforceable by any third party under the Contracts (Rights of Third parties) Act 1999.
- k) The terms implied by Sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- l) This Clause 4 shall survive termination of the Contract.
- m) The Client's failure to follow the requirements set out in these Standard Terms of Engagement will invalidate the Valuation Service.
- n) Nothing in these conditions shall limit or exclude the Company's liability for:

- i. Death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- ii. Fraud or fraudulent misrepresentation; or
- iii. Breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982 (Title and Quiet Possession).

5. General Terms

- a) In the event of one of the Terms and Conditions herein being held to be unenforceable, the remainder of the contract is not affected.
- b) The Client shall pay the Company in respect of the said professional advice a fee to be agreed between the Client and the Company. Money paid in advance will be held in the Company's Clients' Account: Allied Surveyors Ltd – Client Account, HSBC Address is 62 George White Street, Bristol. BS1 3BA. This account is non-interest bearing. In addition, the Client will reimburse the Company the cost of all reasonable out-of-pocket expenses which may be incurred and pay the amount of any Value Added Tax on the fee and expenses.
- c) If the Client has agreed to accept reimbursement of the fee paid, or the Company's fee account has not been settled within three months of the date of the invoice, then it is agreed that the Client has placed no reliance on the report and thus the Client or any permitted assignees will not be entitled to pursue any action for alleged negligence, breach of contract or breach of duty. This does not limit the Company's entitlement to the agreed fee.
- d) If the Client has any dissatisfaction with the Valuation Service, the Company has a complaints procedure in accordance with the requirements of the RICS. A copy of this will be provided on request.
- e) The Company is regulated by the RICS and it is advised that the RICS may, as part of its Regulatory function, check the report for compliance with the current version of the RICS Red Book.
- f) Failure to follow the requirements set down by these conditions will invalidate the Report and the Valuation.
- g) This contract for the provision of this Valuation Service is subject to English law. Any dispute in relation to this contract, or any aspect of the valuation, shall be subject to the exclusive jurisdiction of the Courts of England and Wales, and shall be determined by the application of English law, regardless of who initiates proceedings in relation to the valuation.
- h) **Data Protection:** the Company takes its responsibility under the General Data Protection Regulation very seriously. Our [Privacy Policy](#) details how we collect, use, maintain and disclose personal data.
- i) **Intellectual Property:** All intellectual property rights arising out of the Valuation Service ('Deliverables') shall be owned by the Company excluding the Customer Information. The Company grants the Client, or shall procure the direct grant to the Client of, a fully paid-up, worldwide, non-exclusive, royalty-free licence for the duration of the Valuation Service to use the Deliverables for the purpose of receiving and using the Valuation Service and the Deliverables in its business.