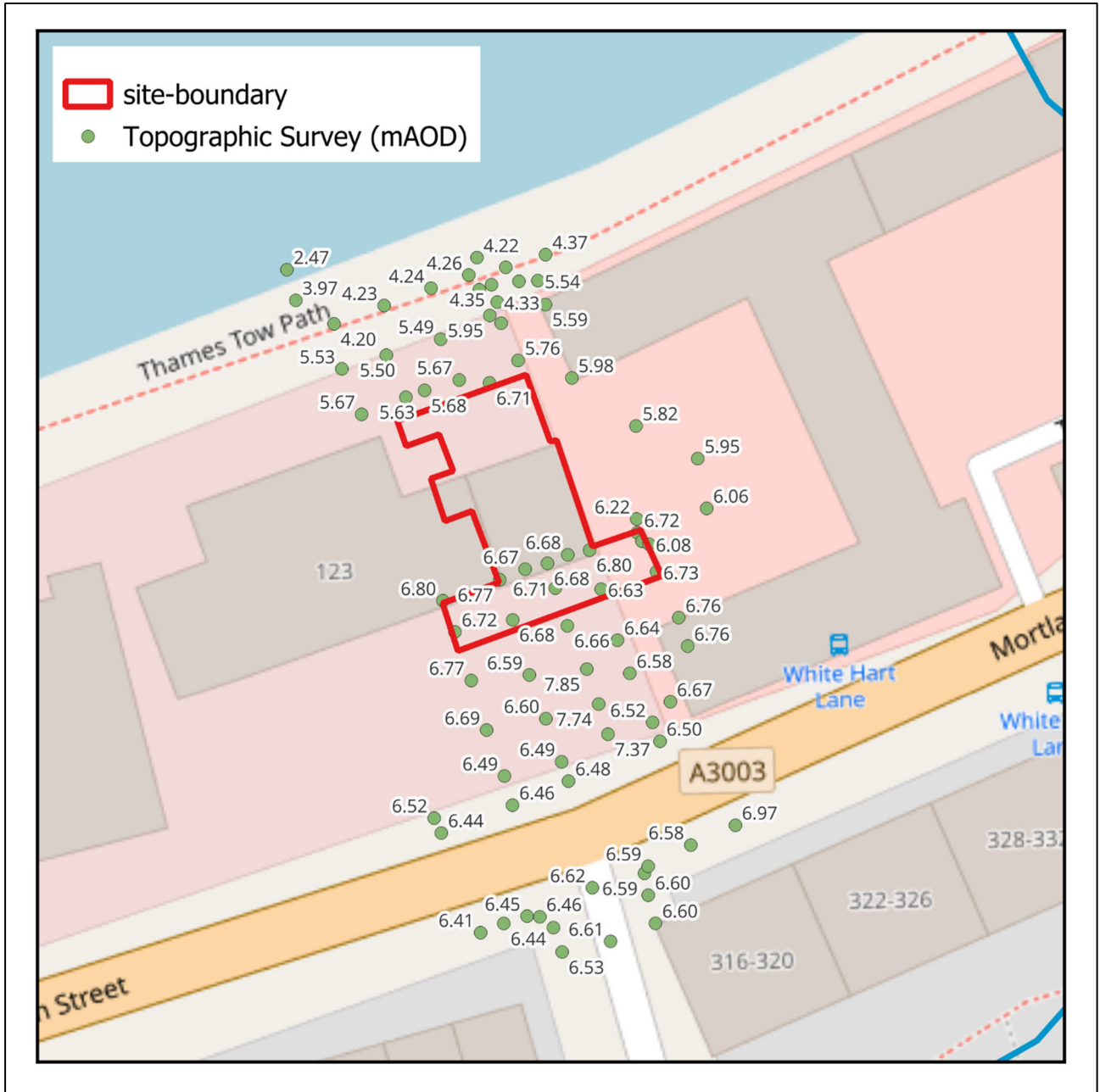
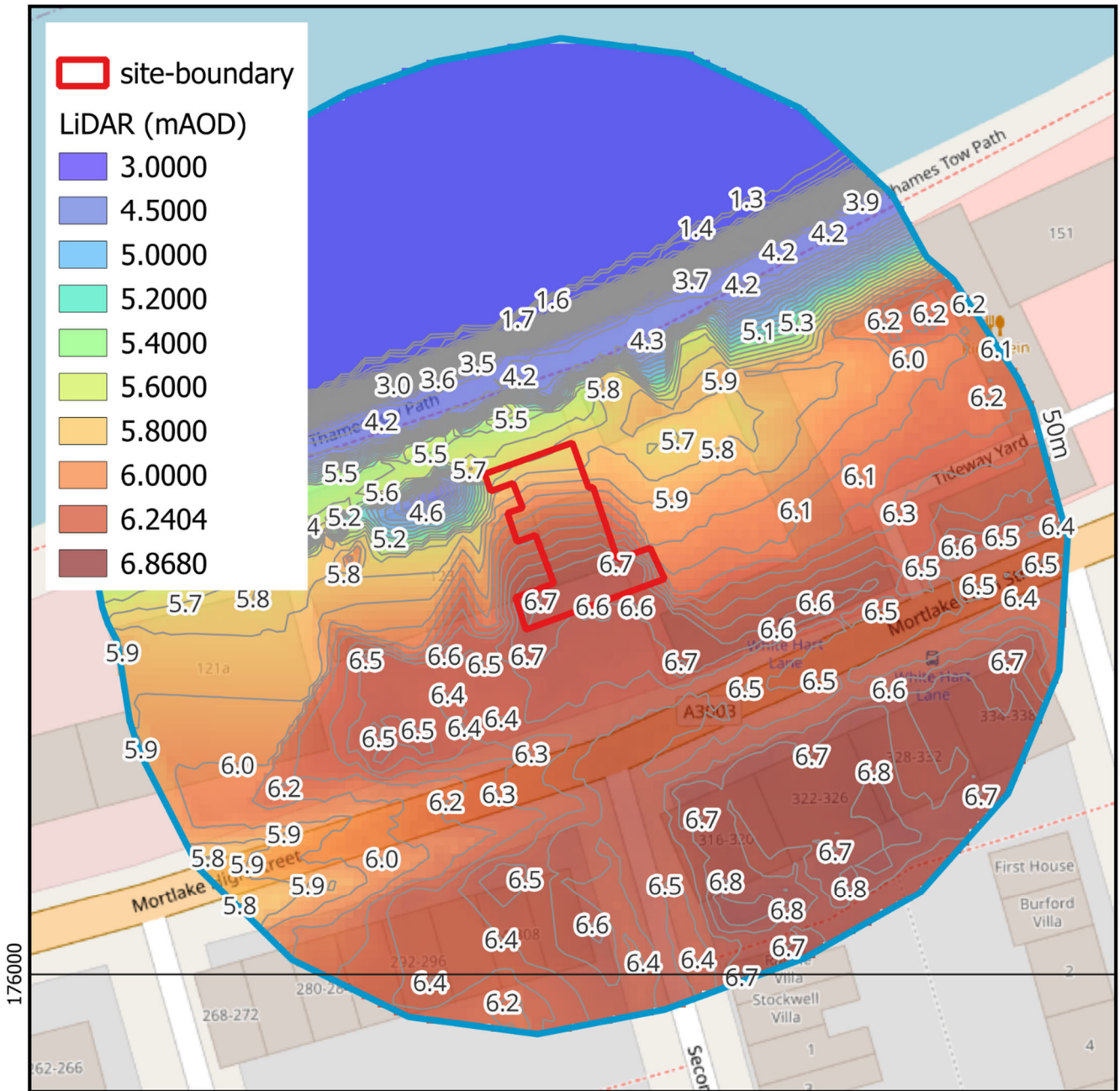


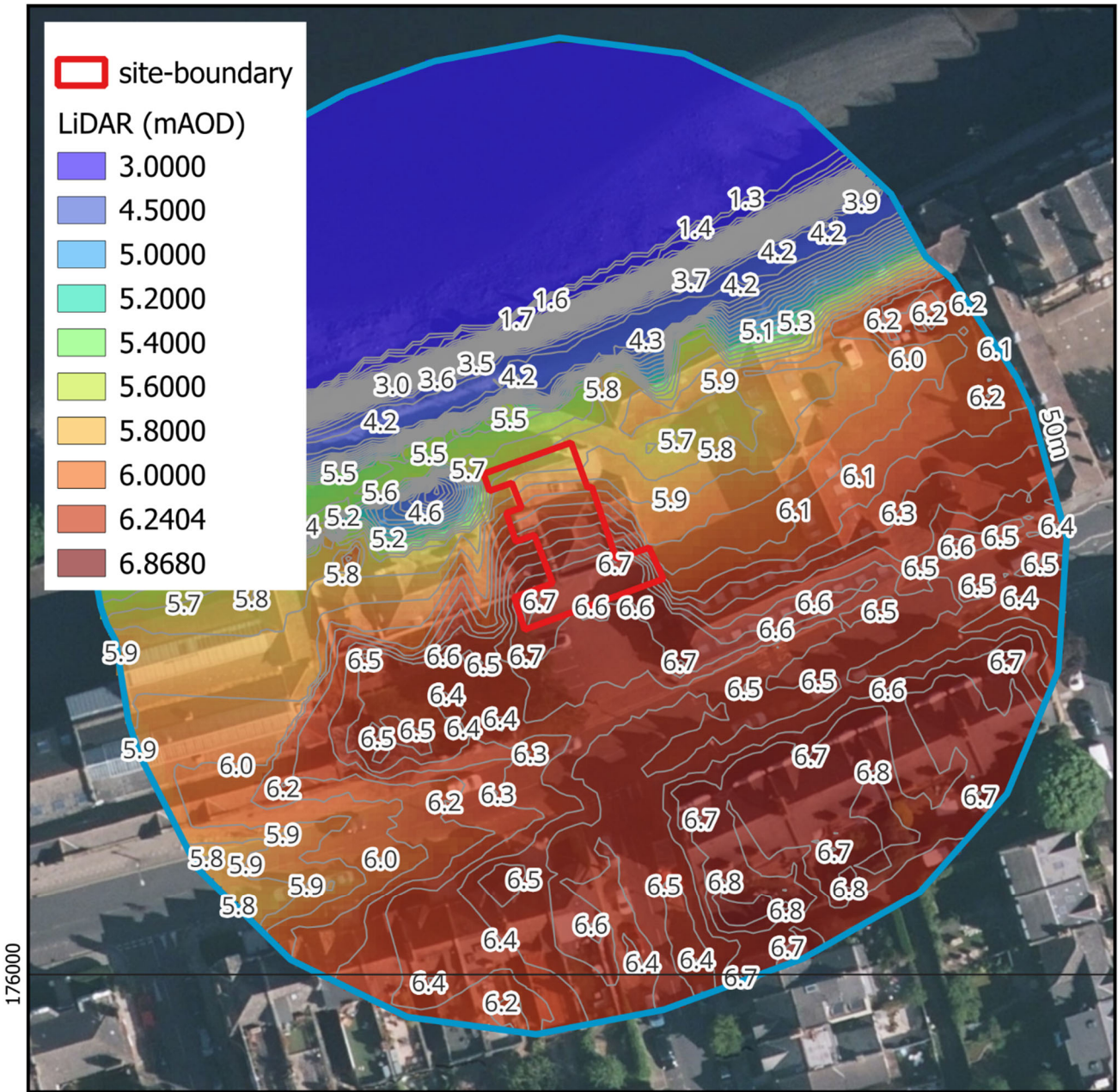
Figure 16: Reduction in flood risk due to the presence of flood defences and Thames present day extreme flood levels extracted from the London Borough of Richmond upon Thames GIS web portal.

APPENDIX 2: TOPOGRAPHIC SURVEY



APPENDIX 3: ENVIRONMENT AGENCY LIDAR GROUND LEVEL DATA





APPENDIX 4: EXTENT OF SURVEY AND LIMITATIONS

Extent of Survey and Limitations

Section 1 shall apply to all our appointments. The relevant sections 2 to 8 will only apply where the terms of our appointment state we are providing the corresponding service. For example, where we are appointed to provide a pre-acquisition survey, sections 1 and 2 below will apply to that appointment.

1. Standard Limitations

Inspection and Concealed Parts: Our report will cover all parts of the site made available to us during our visual inspection of the property, which is normally and safely accessible without the use of ladders, and therefore exclude all ceiling, wall and floor voids unless stated within the report. Where inspection of roof areas by use of access hoists or a drone is required this will be agreed with you prior to inspection. The structure and fabric will not be opened up for further investigation. Those parts of the building and engineering services that are concealed, inaccessible or covered will not be inspected and confirmation that such parts are free from defects cannot be provided. Where we feel further investigation is merited, reference will be made in our report. Our services survey is based on a visual inspection and comment on the condition and the quality of the installation relating to normal good standards. We will specifically exclude tests relating to the performance of any heating, air conditioning or ventilation systems, pipe pressure tests, electrical or drainage tests. The omission of such tests might give risks to the fact that certain problems could exist which are not reflected in our report. No inspection or comment is made on the below ground drainage installations or service conduits unless instructed otherwise.

Occupied Buildings: Where buildings are occupied at the time of our inspection access to some areas may be restricted or denied although these areas will be noted in our report. Regardless of occupation, we will not lift fitted carpets, nor disturb any part of the fabric or fittings which are fixed or may cause damage.

Budget Costs: Where budget costs are included in our report, these costs are for guidance purposes only and will not be calculated from measured quantities but will be based on knowledge and experience of similar repair or replacement situations. Costs are inclusive of contractor's preliminaries but exclusive of all contingencies, professional fees and VAT. They will be based on current prices and no allowances will be made for inflation. Access costs for high level works will be included. There will be no allowances for loss or damage as a result of force majeure, terrorism, discovery or removal of any deleterious materials or out of hours working. Estimates are not to be thought of as a substitute for obtaining competitive quotations from reputable contractors. We will not investigate whether the cost of carrying out all necessary works immediately will be

different in cost to carrying them out individually, as and when required.

Specialist Sub-Consultants / Sub-Contractors: Where specialist consultants or contractors are engaged on your behalf. We may make reference to their findings in our report, but this should not be considered as a substitute for reading their report in its entirety, nor can we take responsibility for their conclusion.

Compliance with Legislation: In respect of planning permissions and building regulations consents we will review relevant documentation made available to us and liaise with your lawyers in this regard. If documentation is missing we will record this as a risk in our report, as should your lawyer. Our inspection will involve a review of the state of compliance with Statutory Requirements such as Workplace Regulations, Fire Regulations, Equality Act and other relevant matters. We will provide general comments on these matters in our report. Please note that compliance with these Regulations often requires a more detailed specialist study and / or the preparation of a risk assessment. Such studies and risk assessments are beyond the scope of our report. Where appropriate we will make recommendations for further specialist surveys.

Weather conditions: Our inspection may be restricted by the prevailing weather conditions at the time of our inspection.

Communicable Disease – we shall not be liable in respect of any Claim, circumstance, loss or Defence Cost that arise as a result of, or is connected in any way, directly or indirectly with;

- a) A *Communicable Disease* or the fear or threat (whether actual or perceived) of a *Communicable Disease* regardless of any other cause or event contributing concurrently or in any other sequence thereto;
- b) any action taken to control, prevent, isolate, quarantine, suppress, mitigate or in any way relating to any actual or suspected outbreak of any *Communicable Disease* or the fear or threat (whether actual or perceived) of a *Communicable Disease*;
- c) instructions, orders, requests, restrictions or limitations given by any national or local government, regulatory or statutory body, health authority or organisation relating to any *Communicable Disease*.

A *Communicable Disease* means any disease which can be transmitted by means of any substance, medium or agent from any organism to another organism where:

- i. the substance, medium or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- ii. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- iii. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

Reliance and disclosure: The issued findings or reports following our inspection are for the addressee's use only and no liability will be accepted to any third party. Neither the whole or any part of the report may be published or disclosed to a third party without our prior written approval.

Deleterious and Hazardous Materials

Generally: Our report and survey excludes any investigation into the unsuitable use of deleterious or hazardous materials except in so far as such matters may come to our knowledge in the normal course of inspecting the property and state of repair. We will advise you if we consider there is a significant possibility that deleterious or hazardous materials exist at the property, although we will not undertake or commission specific inspections, laboratory testing or reports unless this possibility has been raised by us as a concern and further instructions received which in any event will be confined to the following: admixtures / aggregates in concrete, asbestos, brick slips, calcium silicate brickwork, high alumina cement, lead, urea formaldehyde foam, woodwool cement slab (used as permanent shuttering), aluminium composite panels, thin stone panels.

Many factors including location, use, design and quantity determine whether a material is deleterious or not and, therefore, the inclusion in the material in the above list does not, of itself, imply that it is deleterious.

As a result of the Grenfell tower fire in 2017, external cladding systems including the materials used in them remain under intense scrutiny. There continues to be wide-ranging discussions in the Construction Industry over the use of combustible cladding materials, particularly (but not limited to) to buildings in excess of 18m in height or over 6 storeys. In our report, we will report on the suspected use of any combustible materials where this can be ascertained from a review of as-built information, or if it is suspected from our inspection. However, it may not be possible to ascertain purely from a visual inspection the presence or not

of combustible materials and we cannot be held liable for not identifying their presence in such circumstances.

Where composite cladding panels may be identified in our report we confirm that no intrusive testing will be undertaken to determine the type of insulation, classification of the insulating core or whether this is approved by the Loss Prevention Certification Board (LPCB) unless instructed otherwise.

Concrete: Where instructed to undertake a concrete investigation, our specialist report will be based on a visual examination of the concrete structure in sample test locations only. Whilst such test locations are chosen to be representative of the structure as a whole, we are not able to confirm that the structure is free from structural defects other than deleterious effect of HAC, chlorides and reinforcement corrosion durability.

Asbestos: Where instructed to undertake a specialist asbestos survey, we cannot guarantee that all asbestos containing materials will be identified, despite the best endeavours of our asbestos sub-consultant. Where instructed, every effort will be made to remove representative samples however it is possible that indiscriminate uses of asbestos may be present between sample locations of otherwise visually similar materials. An asbestos management survey is non-destructive and includes an inspection within accessible ceiling voids, above loose laid removable tiles, inside openable risers and cupboards, within accessible risers and behind removable casings.

Similarly access within lift shafts, live electrical equipment and mechanical plant may be restricted. A Refurbishment and Demolition asbestos survey is destructive and includes an inspection within accessible ceiling voids, above loose laid removable tiles, inside openable risers and cupboards, within accessible risers and behind removable casings. Representative areas of each element of building fabric will be intrusively opened up to inspect for the presence of ACM's behind built-in ducts, voids or similar enclosed or concealed areas within the building fabric. No intrusive work will be undertaken within the structural framework, concrete floors and masonry walls.

Environmental issues: Save where we are commissioned to provide environmental services (in which case the relevant section of this document shall apply), the following applies. We will not carry out nor commission formal enquiries or tests relating to potential soil or ground contamination, or the ground bearing conditions of the site or neighbouring land. We will not carry out any searches with statutory bodies to establish any mining or landfill issues, and associated potential subsidence risk as a result of historic site operations. Whilst we will comment on any potential contamination issues apparent from our survey, our report will not constitute an environmental report. You are advised to procure your own environmental reporting, but we will be happy to arrange audits, reports or tests on your behalf, by specialist consultants, who are to be directly appointed by you, if required. You should ensure that your

solicitors obtain as much information as possible about the prior use of the land. Such information should be revealed to us as soon as possible as it may materially affect our/ or the consultant's advice to you. Such advice may include recommendations for testing or obtaining a warranty.

We have no liability in relation to the presence of low frequency electronic fields, radiation, toxic mould, and the presence of Japanese Knotweed or other invasive plant species as defined in the Wildlife and Countryside Act 1981 or the Environmental Protection Act 1990. We may however note their apparent presence for investigation by others as appropriate.

Mechanical and Electrical Surveys

Generally: Our survey and report is compiled under the brief to visually inspect and comment on the condition and the quality of the installation relating to normal good standards in the building services industry as dictated by CIBSE and IEE's current recommendations and standards without testing or dismantling of the plant. Where appropriate, we have provided an overview of the lift installations, which was carried out by the attending building services consultant.

Budget Costs: Any costs indicated within this report are based on our best assessment of the situation and the work involved at current prices and should not be taken as firm costs for the items of work detailed. To provide more accurate costs an investigation will be required in greater detail for individual items of the plant and systems, and may involve the employment of specialists where appropriate.

This overview provides a description of the lift services and general condition other than inspection of the lift shafts and associated equipment.

There are occasions when the building services will be inspected by a building surveyor rather than a mechanical and electrical consultant and we will advise within the fee quotation. In this case, if you require a survey by a mechanical and electrical consultant, you should confirm this prior to our inspection.

Concealed Parts: We have not inspected parts of the Engineering Services which are encased, covered up, or otherwise made inaccessible in a normal course of construction, alteration, or fitting out. We will not carry out any internal inspection of the plant/systems.

Design Analysis: No definitive calculations have been undertaken to determine the capacity or performance of the plant items, nor have performance tests been carried out on any of the systems or plant items. Design analysis of the systems has been undertaken using generally accepted design criteria both past and present, primarily to establish the principles of design. We have specifically excluded tests relating to the performance or efficiency of any heating, air conditioning, or ventilation systems, pipe pressure tests,

electrical or drainage tests. The omission of such tests might give rise to the fact that certain problems could exist which are not reflected in this report. We would point out that during the course of our building services survey we did not carry out an inspection of the below ground services.

Deleterious & Hazardous Materials: Our report and survey excludes any investigation into structural engineering design, compliance with legislation relating to buildings, or the unsuitable use of high alumina cement or calcium chloride, calcium silicate brickwork, alkali-silicate reaction in concrete, cavity wall tie failure, radon gas seepage, woodwool slab permanent shuttering, asbestos or PCB's or other materials considered as deleterious in construction, except insofar as such matters may come to knowledge in the normal course of inspecting the materials and state of repair.

White Goods & Data: This report does not include an inspection of the white goods, catering and vending equipment, telecommunication, data or wireless systems installed within the property. We are unable to comment, advise or identify items that are reliant on day/date dependent embedded chips.

Rights of Way / Support / Light

Where necessary we will comment on apparent rights of way / support or light which may be visible or suspected albeit our comments will be outline in nature and without any detailed investigations.

2. Pre Acquisition Survey

Compliance with Legislation: Our inspection will involve a general review of the state of compliance with Statutory Requirements such as the Building Regulations, Workplace Regulations, Fire Regulations, Equality Act and other relevant matters applicable within the relevant country. Please note that compliance with these Regulations often requires a more detailed specialist study and/ or the preparation of a risk assessment. Such studies and risk assessments are beyond the scope of our report.

3. Environmental

Desk Based Risk Assessment: The risk assessment is dictated by the finite data on which it is based and is relevant only for the purpose of which the report is commissioned. If additional information or data becomes available which may affect the opinions expressed in our report, we reserve the right to review such information and, if warranted, to modify the risk assessment accordingly. We reserve the right to charge an additional fee for un-anticipated second opinion reviewing of previous reports.

The survey excludes intrusive opening up of the building fabric. Accordingly, an inspection is not undertaken behind built-in ducts, voids or similar enclosed or concealed areas within the structure and fabric.

Compliance with Legislation: The environmental risk assessment will be undertaken with due regard to Contaminated Land Guidance documents (available and relevant at the time of issuing our report) issued by (but not limited to) the Environmental Protection Act Part IIA 1990, Department for Environment, Food and Rural Affairs (DEFRA) and its predecessors, the Environment Agency (and its devolved equivalents), British Standards Institute (BSI), the Royal Institution of Chartered Surveyors (RICS) and the American Society for Testing and Materials (ASTM) Standard E 1527-00. No liability can be accepted for the effects of any future changes to such guidelines and legislation. In the event that guidance / legislation changes it may be necessary for us to update or modify reports.

Content of Report: Our Phase I Environmental Audit will be based on a visual inspection of the site, a review of available historical and environmental setting records, consultations with site representatives, pertinent information provided from the client and regulatory consultations. No samples will be taken as part of this study.

Generic Risk Assessment: The risk assessment is dictated by the finite data on which it is based and is relevant only for the purpose of which the report is commissioned. If additional information or data becomes available which may affect the opinions expressed in our report, we reserve the right to review such information and, if warranted, to modify the risk assessment accordingly. We reserve the right to charge an additional fee for un-anticipated second opinion reviewing of previous reports.

The survey excludes intrusive opening up of the building fabric. Accordingly, an inspection is not undertaken behind built-in ducts, voids or similar enclosed or concealed areas within the structure and fabric. Where necessary we will comment on apparent rights of way / support or light which may be visible or suspected albeit our comments will be outline in nature and without any detailed investigations.

Phase 2 Site Investigation

Content of report: The content and findings of the report will be based on data obtained by employing site assessment methods and techniques, considered appropriate to the site as far as can be interpreted from desk based materials and a visual walkover of the site. Such techniques and methods are subject to limitations and constraints set out in the report. The findings and opinions are relevant at the time of writing, and should not be relied upon at a substantially later date as site conditions can change. For example, seasonal groundwater levels, natural degradation of contaminants etc. No liability is accepted for areas not covered by the investigation.

Risk Assessment: The opinions and findings conveyed via the report will be based on information obtained from a variety of sources as detailed by the report. The information should not be treated as exhaustive but is, in good faith, considered as representative as possible of the site conditions when considering constraints set out by the

report. The risk assessment will be completed in line with current industry practices but is not a guarantee that the site is free of hazardous conditions. The risk assessment is completed in line with the relevant land use agreed for the site and the time of completing the works. Changes to site conditions or land use may require a reassessment.

Unforeseen Contamination: Where Colliers is responsible for directing the number and location of exploratory holes, it shall exercise all the reasonable skill, care and diligence to be expected of a properly qualified and competent member of the Consultant's profession experienced in performing such services, taking into account site conditions, and available knowledge, as well as access, budgetary and scheduling constraints. Subject to having complied with the foregoing: (1) no liability can be accepted for the conditions that have not been revealed by the exploratory hole locations, or those which occur between each location and (2) whilst every effort will be made to interpolate the conditions between exploratory locations, such information is only indicative and liability cannot be accepted for its accuracy. By their nature, it is generally the case that exploratory holes provide a relatively small and localised snapshot of the ground conditions relative to the size of the site.

Buried Services: Whilst reasonable efforts will be taken to avoid buried services, we accept no liability for damage to services which have not been accurately identified in advance of site works.

Flooding: Our commentary is only based on the publicly available mapping available via the EA, NRW or SEPA at the time of writing and we cannot accept any liability where the information is updated following the issue of our report.

4. Dilapidations

Generally: We will assume unless otherwise requested that we are engaged as an advisor to prepare or comment on a schedule or claim which is distinct from an instruction to act as an expert witness. However, in discharging the advisory role it is always necessary for us to take account of considerations relating to expert witnesses as set out in the current Practice Statement and Guidance Note for Surveyors Acting as Expert Witnesses by the Royal Institute of Chartered Surveyors, a copy of which can be provided on request. This states that the primary function, and duty, of an expert witness is to assist the court on matters within their expertise.

Ongoing Advice: Our dilapidations advice aims to provide you with an informed opinion as to the anticipated level of liability/claim. Changes in case law, statute and the passage of time may affect the accuracy of our advice; it is therefore important that our advice is reviewed at regular intervals and, in particular, prior to the expiry of the lease.

Documentation Provided: Our assessments can only be as accurate as the information provided to us; it is therefore

important that the most complete set of documentation possible is provided in order for the best advice to be given. We cannot take any responsibility for distorted findings resulting from deficient, incorrect or incomplete information.

Estimated Settlement: When an estimate of settlement is provided at any time prior to concluding the claim, this is for guidance only and should never be taken as a definitive evaluation of the likely damages which may fall due.

Final Settlement: Settlements can be limited by S.18(1) of the Landlord & Tenant Act 1927 and the common law principles to the diminution in the value of the Landlord's reversion, regardless of the cost of works and other heads of claim. We will advise you if we consider that a formal valuation (commonly known as a Section 18 valuation) is necessary.

A claim based on the cost of the works may also be capped or even extinguished if it can be shown that the premises are to be altered or demolished after the expiry of the lease. Landlords should advise us if this is the case. Again, we will advise you if we consider that a Section 18 valuation is necessary. Where no formal release is provided by a Landlord we reserve the right to charge on a time expended basis.

Solicitors: In some cases it may be necessary to liaise with a solicitor on matters of strict legal interpretation. In the event of litigation, our communications with surveyors and other experts, including solicitors, may not be privileged.

Your legal advisors need to advise you on compliance with break notices as we only look at dilapidation liabilities under a lease and there may be other liabilities which impact on the break such as vacant possession, payment of rent, etc. Your legal advisors will be responsible for service of any schedules / notices. If you do not use a lawyer then we cannot accept any liability for incorrect service of schedules / notices.

Your legal advisors will be responsible for agreeing the wording of any forms of release used to record agreement on a financial settlement. If you do not use a lawyer then we cannot accept any liability for incorrect wording in helping to conclude matters between parties.

Heads of Claim

Loss of Rent, Rates, Service Charge, etc.: For the purposes of the calculation of a loss of rent (and where applicable, service charge) claim we will provide an assessment of the period that it is likely to take to procure and complete works identified in the Schedule of Dilapidations. However, the applicability of such a claim will depend on market conditions prevailing at the end of the term and require initial input from your appointed letting agents shortly before lease expiry. Unless specifically agreed or stated within the lease, we will not include finance charges, loss of rates and other similar items in our assessments/claims.

Fees: We will include an allowance for legal fees only for the service of Schedules of Dilapidations in our assessments and claims. Surveyors' fees for the preparation and service of schedules will be included but other professionals' fees (such as building services or structural engineers) will not be included unless otherwise stated. All professional fees included will be estimates.

VAT: VAT may form part of a claim and is subject to the VAT status of the property and parties to the lease. The total claim (of which VAT may form part) is a damages payment that Customs and Excise do not deem a taxable supply. Invoices are not usually issued by landlords to tenants for this reason.

Contamination: We will include in our assessment any obvious contamination issues but we will not undertake any tests or investigation of current or previous uses of the site or adjoining land. We will advise you where we consider a need for specialist advice.

5. Energy Performance Certificates

Generally: This work is usually undertaken in three stages being:

1. Site inspection and research;
2. Data inputting and Calculating the Certificate; and
3. Lodging the certificate and reporting to the client.

We will initially determine the level of complexity of the building from the information provided by the client. Should it be determined during the site inspection that the complexity of the building and/or its services makes the standard assessment methodology inappropriate, this will be drawn to the attention of the client and a revised proposal will be submitted for sub-consulting the assessment to enable Dynamic Simulation Modelling (DSM) to be carried out.

Fees: Our fee quote is based on the assumption that the building can be inspected in one visit with unrestricted access to all areas. If we find that access is restricted to some parts of the building and that a return visit is required we will invoice all additional time on a time charge basis.

Where keys are held remotely from the property we will charge an additional fee on a time charge basis to cover our time in collecting and returning the keys. Where an instruction is made on the basis that plans are available the following applies:

- Plans must be to scale.
- Plans must accurately show the current layout of the premises.
- Plans must be provided at the time of appointment or before inspection.