

Where plans are not immediately available and we are expected to recover them from other parties an additional charge may be made to cover our time in this regard.

Site Inspection: The nature of a building's construction will not always be obvious from a visual inspection alone. Where sectional details are not available we will use the inference values provided in iSBEM. Where these are poor and possibly have an effect on the banding/rating of the property we may advise the client to consider opening up elements of the property so that more accurate construction details can be obtained. Opening up works will fall outside the initial fee agreement and we reserve the right to invoice our time for this separately.

Lifespan/Carbon Checker: We will generate the EPCs using Lifespan. This system is a software application tool that provides an interface to enable the user to enter data into DCLG's SBEM (Simplified Building Energy Model). SBEM is at the heart of all government approved interface tools and whilst it has been passed for use, and Lifespan is an accredited software tool, there are inherent built in faults with the software that may affect the final rating. Although some tests have been undertaken to establish the accuracy of this software. We accept no responsibility for the software's accuracy.

Reporting and Advice: The EPC generates a Recommendations Report within which advice is given for the building owner to upgrade the building's efficiency performance. The advice is generic and in some cases is not considered to be relevant. Where we consider the advice to be poor, we will tailor the report to more accurately reflect the requirements of the building. The recommendations given in the report are not mandatory, so where a building owner implements improvement works based on the recommendations we would expect them to discuss the proposals in more detail before any expense is incurred.

Documentation Provided: We cannot take responsibility for the accuracy of any information provided by others for the purpose of carrying out the assessments. Similarly we cannot take responsibility where information to be provided is missing or its provision is delayed and that information conflicts with our assessment. Where such documents become available we recommend that copies are forwarded to us immediately in order that any advice provided can be refined.

6. Bank or Fund Monitoring

Our report is based upon discussions with the borrower (being the person to whom our client, a funder, is lending money), as well as reports, records and data provided by the borrower or on their behalf ("Information"). We will use our professional judgement and experience to evaluate and interrogate the Information, however we are not auditing the Information and we cannot guarantee that it is accurate and complete in all respects. It is the borrower's duty to ensure that the Information is accurate and complete, and

we shall not be liable for any errors or omissions in the Information, or for losses arising as a result of such errors or omissions.

7. Rights of Light and Daylight

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.

Generally

This work is usually undertaken in three stages being:

1. Site inspection and research;
2. Modelling and testing; and
3. Reporting and provision of advice.

Analyses are often reliant on third party advice and particularly in relation to initial RoL and DSO studies based on a number of assumptions relating to the surrounding buildings. The RoL work also involves legal and valuation matters on which we may offer opinions but should be verified by reference to appropriate specialist consultants.

Site Inspection

Whilst we will endeavour to undertake a thorough review of the buildings surrounding the site, where certain parts are not readily visible from vantage points available to us, we cannot guarantee that all relevant receptors will be included. Assumptions may be made as to the presence and position of windows situated on elevations of existing buildings, which cannot be readily seen. To prevent alarm and respect privacy of neighbouring occupiers, close inspection of windows in neighbouring buildings may not be possible and this may affect the quality and accuracy of information taken on site. Assumptions will be made as to room size, use and layout where necessary. No topographical survey of site levels or elevation detailing will be undertaken. Should precise dimensions and window locations be required, we would recommend that separate topographical land, building and elevation surveys are instructed and provided in AutoCAD format.

Research

Limited research will be undertaken where necessary to determine:

1. Age of buildings;
2. Historic site development;
3. Legal constraints; and
4. Planning policies.

Where necessary to assist research, historic maps, aerial photographs and Land Registry title documents may be purchased and charged as disbursements.

Modelling & Testing

3D Modelling is usually undertaken using AutoCAD software. Unless provided with accurate topographical survey information relating to levels and elevation detailing, approximate dimensions will be used from limited measurements taken on site, available OS data and 'brick counting' from photographs. Where necessary we may buy third party photogrammetry models as a starting point for creating our models. The cost of same will be

charged as a disbursement. Tests are usually undertaken using software licensed to us by Waterslade/MBS Survey Software. Although some tests have been undertaken to establish the accuracy of this software we take no responsibility for the software's accuracy.

Reporting and Advice

Reports and advice will usually be based on a number of assumptions and with reliance on third party information. Where assumptions have been made, these will usually be stated and recommendations will be given for further work required. Where specialist legal, planning and/or valuation advice is required, recommendations for same will be highlighted within our report or separately.

Third Party Advice and Products

Our processes include the use of third party advice and products such as:

1. Ordinance Survey data;
2. Title documents;
3. Baseline models;
4. Topographic surveys;
5. Aerial photography;
6. Architects' drawings; and
7. Local authority archive information.

Whilst we will review this information for accuracy insofar as required for our assessments, we do not accept any liability for inaccuracies in third party information or loss or damage arising from some.

Valuation of Damages

Where appropriate we will provide book value damages estimates for right to light infringements.

Valuations Will Be

- Based on assumed rents and yields;
- Formulated in accordance with standard industry practice;
- Given at current prices; no adjustments will be made for future inflation;
- Quoted as budget estimates only and are not to be thought of as a substitute for obtaining specialist valuation advice;
- Exclusive of both parties' professional fees;
- Exclusive of any taxes that may be applicable i.e. VAT/SDLT.

We Will Not

- Provide valuations based on development gain or profit share method.

8. Party Wall Terms – Building Owner and Adjoining Owner

Surveyors Appointment

References to 'Appointing Owner' and 'Building Owner' are references to you. References to 'Adjoining Owner' relate to the owner/s of the neighbouring property adjacent to your work that is or may be subject to the Act.

To administer the requirements of the Act surveyors need a

written appointment. The appointment must be an individual and cannot be a company. Liability for work undertaken remains solely with us and not the appointed individual under the Act. We will provide a draft letter of appointment which must be completed and returned to confirm the appointment at or before the point at which there is either a deemed or actual dispute.

The letter of appointment must be signed by the Appointing Owner, or an agent with specific authorisation to sign on your behalf.

Once the appointment is confirmed it cannot be retracted or determined except if the surveyor appointed declares themselves incapable of acting in certain circumstances as prescribed by the Act. You should be aware that appointments follow a statutory procedure which requires the appointed surveyor(s) to work within the jurisdiction of the Act by administering its provisions fairly and impartially.

Fees

You are contractually responsible for payment of your surveyor's fee and those of the Adjoining Owner where we advise it is reasonable to do so.

An Award will generally determine that the Building Owner is responsible to pay the fee of both appointed surveyors. However, specific circumstances may mean this is not always the case. For example, fees may be apportioned between Owners if they both benefit from the works.

We reserve the right to charge additional fees in relation to changes in the design or scope of the works that requires addendum Award(s) or new Notice(s).

We reserve the right to charge additional fees in relation to assessing claims for damage and awarding any necessary compensation or making good.

Fees – Specialist Consultants

In some circumstances appointed Surveyors may suggest that specialists such as engineers or solicitors are appointed to assist in matters directly related to the administration of the Act or determination of the dispute.

The contract and responsibility for fees in relation to this appointment will be between the specialist and you. You are also likely to be responsible for the reasonable fees of the Adjoining Owner's Specialist Consultants' fees.

Boundary Determination

Whether a wall is built up to, or astride the boundary is not always easy to determine. Sometimes this can only be established by reviewing title deeds and with the assistance of a solicitor. Our advice without the benefit of title information is very much outline and will be based on certain assumptions.

Timescales

Whilst we will liaise with the design team and contractor to procure information required for Notices and Awards, it is outside our control if information from the design team and/or contractor is either incorrect in terms of design or

level of detail, or is not provided to us in good time.

Information for the Award

The design team and appointed contractor are responsible to provide the information requested to be included within the Award. Where possible we will give an indication of the likely information that will be required. We are not responsible for any delay to action requests for information that may impact the development programme.

Right of Access

In certain circumstances the Act allows the Building Owner to access the Adjoining Owner's land for the purpose of executing work in pursuance of the Act. Our fee does not include for discussing access to works that are not in pursuance of the Act and if that is required, a separate agreement and fee will be given.

Security for Expenses

We will not hold monies for Security for Expenses. It is usual practice that any sum agreed will be held in a solicitor's client account sometimes managed as an escrow account and only released on signature of two of the three surveyors.

Where relevant, the terms and conditions in relation to Security for Expenses will be set out in the Award.

Third Surveyor Referrals

The appointed surveyors are required to appoint a Third Surveyor to determine any disputed matters. If referral of a disputed matter to the third surveyor is necessary, the procedure will be set out to you, along with any cost implications.

We may charge an additional fee for time relating to matters incidental to third surveyor referrals.

General

We will make all reasonable efforts to identify the Adjoining Owner(s) of a property by making checks with the Land Registry (with the cost charged as a disbursement). We cannot accept any liability it after making reasonable enquiries, we do not manage to ascertain all Adjoining Owners with an interest in the property.

The ability to agree an Award is very much linked to the quality and level of detail that is provided from the design team and/or contractor. We cannot accept responsibility if the Information provided is insufficient to enable completion of an Award.

We do not accept any liability arising from the loss or delay in delivery of Notices by the Royal Mail or other carriers.

Where the depth of foundations is unknown and in the absence of any information such as trial pit Information, we will make a reasonable estimate on the foundation depth.

Our schedules of condition in relation to the Act only extend to the area of the property in close proximity to the notifiable work and will not unless considered necessary, extend to a full record of the condition of the entire Adjoining Owner's property.

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