



Home Report

One triangle, all angles covered

RESIDENTIAL / COMMERCIAL / PROPERTY & CONSTRUCTION



Contents

- 1. Single Survey
- 2. Energy Performance Certificate







Scottish Single Survey



survey report on:

Property address	5 Orchard Park Crail Anstruther KY10 3RW
Customer	Mrs Doris McLeod
Customer address	
Prepared by	Shepherd Chartered Surveyors
Date of inspection	02/05/2024



www.shepherd.co.uk

PART 1 - GENERAL

1.1 THE SURVEYORS

The Seller has engaged the Surveyors to provide the Single Survey 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 Single Survey. The Surveyors will decline any transcript request 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 Purchaser's 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 conveyancing process 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 require 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 Property¹.

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 by marking the adjacent box.



The Surveyors have a written complaints handling procedure. This is available from the offices of the Surveyors at the address stated.

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 1 December 2008, Purchasers have normally obtained their own report from their chosen Surveyor. By contrast, a Single Survey 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 Single Survey 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.

¹ Which shall be in accordance with the current RICS Valuation Standards (The Red Book) and RICS Rules of Conduct.

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 advisers 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 was prepared in the expectation that it (or a complete copy) along with these Terms and Conditions (or a complete copy) would (or, as the case might be, would have been) be disclosed and delivered to:

- 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 advisers 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.

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 Single Survey. 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 will be prepared from information contained in the Report and the generic Mortgage Valuation Report².

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

² Which shall be in accordance with the current RICS Valuation Standards (The Red Book) and RICS Rules of Conduct.

they assign the same to any other party in writing.

1.7 PAYMENT

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.

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 final paragraph of this section.

In the case of cancellation by the Seller, for whatever 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.

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 a property should exchange on the date of valuation 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;
- 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; and
- the "Surveyors" are the firm or company of which the Surveyor is an employee, director, member or partner (unless the Surveyor is not an employee, director, member or partner, when the "Surveyors" means the Surveyor) whose details are set out at the head of the Report.
- 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.

PART 2 - 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 Single Survey of properties 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 Plan is 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 material effect 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.

- 1 <u>Category 3:</u> 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 <u>Category 2:</u> Repairs or replacement requiring future attention, but estimates are still advised.
- 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 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 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 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 accredited Energy Company. The Surveyor cannot of course accept liability for any advice given by the Energy Company.

2.7 VALUATION AND 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" The estimated amount for which a property should exchange on the date of valuation 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. 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 un-inspected 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 reinspection 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.

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 semi-detached two storey house with garden ground.
Accommodation	Ground Floor: Entrance Vestibule, Hallway, Lounge, Dining Room, Kitchen, Shower Room, Utility Area. First Floor: Three Bedrooms, Bathroom.
Gross internal floor area (m²)	105 sqm or thereby.
Neighbourhood and location	The subjects form part of an established residential area within the coastal village of Crail where essential facilities and amenities are available. St Andrews town centre is within easy commuting distance. The property is situated in an exposed location and will be subjected to high winds and wind driven rain from time to time. The need for above average attention to external maintenance must therefore be anticipated.
Age	Built circa 1900.
Weather	At the time of inspection the weather was dry.
Chimney stacks	Visually inspected with the aid of binoculars where appropriate.
	The chimney stack is of stone construction.

Roofing including roof space	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. The main roof is pitched and slated. There is a flat covering over the kitchen extension.
	Access to the roof space is via a trap hatch in the bathroom ceiling.
Rainwater fittings	Visually inspected with the aid of binoculars where appropriate.
	Rainwater fittings are a mixture of cast iron and plastic.
Main walls	Visually inspected with the aid of binoculars where appropriate.
	Foundations and concealed parts were not exposed or inspected.
	External walls are of stone and brick construction mainly roughcast externally.
Windows, external doors and joinery	Internal and external doors were opened and closed where keys were available.
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Windows, external doors and joinery	where keys were available. Random windows were opened and closed where
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Windows, external doors and joinery	where keys were available. Random windows were opened and closed where possible. Doors and windows were not forced open. The windows to the property are of mixed vintage and fitted with aluminum framed double glazed units and timber framed single glazed units.
Windows, external doors and joinery External decorations	where keys were available. Random windows were opened and closed where possible. Doors and windows were not forced open. The windows to the property are of mixed vintage and fitted with aluminum framed double glazed units and timber framed single glazed units. The entrance doors are of timber.
	where keys were available. Random windows were opened and closed where possible. Doors and windows were not forced open. The windows to the property are of mixed vintage and fitted with aluminum framed double glazed units and timber framed single glazed units. The entrance doors are of timber. The fascia area is finished in timber.

Communal areas	Not applicable.
Communa areas	пот арріїсавіе.
Garages and permanent outbuildings	Visually inspected.
	The property benefits from an attached former wash house/coal store which is of brick and stone construction under a slated roof covering.
Outside areas and boundaries	Visually inspected.
	Garden grounds exist to the front, side and rear. The grounds are generally bound by stone walling and hedging.
Ceilings	Visually inspected from floor level.
	Ceilings to the property are a mixture of lath and plaster and plasterboard.
[.,	In
Internal walls	Visually inspected from floor level.
	Using a moisture meter, walls were randomly tested for dampness where considered appropriate.
	Internal walls and partitions are a mixture of plaster, lath and plaster, plasterboard and timber linings.
Floors including sub floors	Surfaces of exposed floors were visually inspected. No carpets or floor coverings were lifted.
	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.
	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.
	Surfaces are mainly of suspended timber and partly solid concrete.

Internal joinery and kitchen fittings	Built-in cupboards were looked into but no stored items were moved.
	Kitchen units were visually inspected excluding appliances.
	The doors, facings and skirtings appear original and are to a style in keeping with a property of this age and type.
	Kitchen fitments are relatively dated by present day standards.
Chimney breasts and fireplaces	Visually inspected.
	No testing of the flues or fittings was carried out.
	There is a gas fire in the lounge. Other fireplaces have been removed and the openings built up.
Internal decorations	Visually inspected.
	Internal decoration has been finished with painted/papered materials.
Cellars	Not applicable.
Electricity	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. Mains supply. The meter and fuse box are located within the wall press off the dining room.
Gas	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. Mains supply. The gas meter is located within an external box housing.

Water, plumbing, bathroom fittings	Visual inspection of the accessible pipework, water tanks, cylinders and fittings without removing any insulation.
	No tests whatsoever were carried out to the system or appliances.
	Mains supply. The plumbing installation where seen appears to be of satisfactory materials. Sanitary fitments are of mixed vintage and include white and coloured suites.
Heating and hot water	Visual inspection of the accessible pipework, water tanks, cylinders and fittings without removing any insulation.
	No tests whatsoever were carried out to the system or appliances.
	Heating and hot water are provided via the wall mounted gas fired boiler which is located within the dining room wall press.
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Drainage	Drainage covers etc. were not lifted.
	Neither drains nor drainage systems were tested.
	Drainage is connected to the main sewer.
Fire, smoke and burglar alarms	Visually inspected.
	No tests whatsoever were carried out to the system or
	appliances.

Any additional limits to inspection

An inspection for Japanese Knotweed was not carried out. This is a plant which is subject to control regulation, is considered to be invasive and one which can render a property unsuitable for some mortgage lenders. It is therefore assumed that there is no Japanese Knotweed within the boundaries of the property or its neighbouring property. Identification of Japanese Knotweed is best undertaken by a specialist contractor.

The property was unfurnished and had some fitted floor coverings, therefore no detailed inspection was possible of all the floors and accordingly, no comment can be made on their condition. No access was available beneath sanitary or kitchen fittings.

Windows and external doors were not all fully opened or tested.

No access was available to any sub-floor areas.

The cold water rising main was not fully inspectable.

No checks nor tests have been carried out for any asbestos based products unless otherwise stated.

The various external components to the property were seen from ground level only and therefore restricted sight of roof coverings, etc, was gained.

The services/circuits were not tested or checked.

Sectional Diagram showing elements of a typical house



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.

- 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 projection
- (30) Lintels
- (31) Cavity walls / wall ties
- 32) Subfloor ventilator
- (33) Damp proof course
- 34) Base course
- 35) Foundations
- 36) Solum
- Floor joists
- 38) Floorboards
- 39) Water tank
- 40) Hot water tank

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
	Repairs or replacement requiring future attention, but estimates are still advised.	•

Structural movement	
Repair category	1
Notes	Evidence of settlement/movement has affected the building reflected by cracking through masonry and distortion to internal door openings. On the basis of a single inspection this appears longstanding with no evidence of recent movement apparent.

Dampness, rot and infestation	
Repair category	2
Notes	Extensive repairs/remedial works have been carried out for the eradication of dampness and timber defects within the property. It should be confirmed that appropriate specialist guarantees are available for the works. Damp staining was noted to flooring, adjacent to the fireplace within the
	dining room and also flooring within the kitchen at the rear entrance door. Appropriate repairs will be required.

Chimney stacks	
Repair category	2
Notes	Erosion and open jointing was noted to stonework.

Roofing including roof space	
Repair category	2
Notes	A recent overhaul of roof coverings was carried out. Roof coverings are of an age and style where a degree of regular ongoing maintenance should be anticipated. More extensive overhaul work may be required in future. There is a flat roof which was not fully inspected. It should be appreciated that this type of covering can have a limited life span and will require a
	higher than normal degree of ongoing maintenance and eventual replacement. It may be prudent to confirm the service history of the roof covering.

Rainwater fittings	
Repair category	1
Notes	We would highlight that it was not raining at the time of our inspection and we would recommend that all rainwater fittings be inspected during heavy rainfall in order to ensure they are free from defect.

Main walls	
Repair category	2
Notes	Areas of cracked and spalled roughcast was noted which will require attention.

Windows, external doors and joinery	
Repair category	2
Notes	Some double glazed units are defective having failed and allowed condensation to form between the panes. Repairs, including the replacement of defective units, will be required.
	Evidence of decay/weathering was noted to areas of external joinery which will deteriorate if left unattended.

External decorations	
Repair category	2
Notes	The external décor is weathered. Painted timbers will require future redecoration to prevent decay to the timbers.

Conservatories/porches	
Repair category	N/A
Notes	

Communal areas	
Repair category	N/A
Notes	

Garages and permanent outbuildings	
Repair category	2
Notes	Evidence of dampness and timber defects were noted within the outbuilding together with areas of cracked roughcast. Furthermore, lead plumbing was noted and this would be better removed as leadwork is an obsolete material.

Outside areas and boundaries	
Repair category	1
Notes	Ongoing maintenance should be anticipated to grounds and boundaries.
	Part of the northmost boundary is soil retaining and walls of this type will require continual monitoring and maintenance.

Ceilings	
Repair category	1
Notes	Within the limitations of our inspection no significant defects were noted.

Internal walls	
Repair category	1
Notes	Within the limitations of our inspection no significant defects were noted.

Floors including sub-floors	
Repair category	2
Notes	Surface movement was noted to flooring within the kitchen at the location of the rear entrance door and appropriate further investigations and repairs will be required.

Internal joinery and kitchen fittings	
Repair category	2
Notes	Internal joinery is generally serviceable however some wear and tear items were noted to kitchen fittings/internal doors/facings etc. and future maintenance or upgrading should be anticipated.

Chimney breasts and fireplaces	
Repair category	2
Notes	Cracking was noted to the tiled fire surround/mantlepiece and appropriate repairs will be required.
	It is assumed that the gas fire has been installed in accordance with the manufacturer's recommendations for fluing and ventilation and that this has been regularly checked and tested. All test documentation should be obtained and authenticated at the point of sale. In the absence of any such documentation, the appliance should be tested by a registered engineer prior to use.
	A number of the fire places have been removed/covered over. It is assumed that the chimneys are adequately vented with the chimneys capped. Ventilators should be fitted to prevent the build-up of dampness within the chimney flue.

Internal decorations		
Repair category	1	
Notes	The property is in fair decorative order. There are sections of bare plasterwork where repairs have been carried out to areas of dampness and appropriate attention will be required.	

Cellars	
Repair category	N/A
Notes	

Electricity	
Repair category	2
Notes	Aspects of the electrical installation are dated and the system should be checked as a precaution by a registered electrician and upgraded if necessary. The Institution of Engineering Technology recommends that inspections and testings are undertaken at least every five 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	1
Notes	In the interests of safety and in light of recent regulations it would be prudent to have all gas appliances checked by a Gas Safe registered contractor.

Water, plumbing and bathroom fittings		
Repair category	1	
Notes	No tests have been undertaken of the system, however within the limitations of our inspection, no significant defects were noted. No inspection has been possible to enclosed timbers beneath wet appliances and no comment has been made on the condition of unseen areas. Watertight seals will require to be regularly checked and replaced, to prevent water damage to adjoining areas. Upgrading of the older fitments is likely to be desirable. Furthermore, it should be confirmed that the rising main water supply pipe is of a satisfactory material.	

Heating and hot water		
Repair category	1	
Notes	It is assumed that the central heating system has been properly installed, updated and maintained to meet with all current regulations and standards with particular regard to fluing and ventilation requirements. Service records should be obtained and checked. In the absence of service documentation further advice should be obtained from a qualified heating engineer to ascertain the condition, efficiency, and life expectancy of the system.	

Drainage	
Repair category	1
Notes	All foul and surface water drainage is assumed to be to the main public sewer. The system was not tested.

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

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. Wherea 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 and first		
2. Are there three steps or fewer to a main entrance door of the property?			No	X
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	

4. Valuation and conveyancer 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 reinstatement cost for insurance purposes.

Matters for a solicitor or licensed conveyancer

Availability and adequacy of any specialist guarantees relating to previous works.

Service record for heating installation.

Extent and ownership of grounds and boundaries.

The property has been altered in the past although it is likely that alteration works will be deemed historic in terms of planning and building legislation.

The property is located in a conservation area and as such the cost of repair or reinstatement works are likely to be higher than normal. Any works considered necessary will require to be carried out in consultation with the Local Authority Planning Department and Historic Environment Scotland.

Where defects or repairs have been identified within this report it is recommended that, prior to entering into any legally binding sale or purchase contract, further specialist's or contractor's advice and estimates should be obtained, to establish the implications, if any, on a potential offer to purchase or the sale price likely to be achieved for the property.

This is a Replacement Home Report, our original inspection was carried out on 01/06/2023.

Estimated reinstatement cost for insurance purposes

For Reinstatement Cost Assessment purposes, it is recommended that the subjects be insured for a sum of not less than £450,000 (FOUR HUNDRED AND FIFTY THOUSAND POUNDS).

This figure is the estimate of the cost of rebuilding the premises and bears no direct relationship to current market value.

Valuation and market comments

Having considered matters, taking account of our general observations on site, we are of the opinion that the Market Value of the subjects in their present condition and with the benefit of vacant possession may be fairly stated in the sum of £385,000 (THREE HUNDRED AND EIGHTY-FIVE THOUSAND POUNDS).

Signed	David P Marr Electronically signed :- 13/05/2024 16:49
Report author	David P Marr

Company name	J & E Shepherd Chartered Surveyors
Address	Swilken House 35 Largo Road St. Andrews KY16 8NJ
Date of report	02/05/2024



www.shepherd.co.uk

Property Address	
Address Seller's Name Date of Inspection	5 Orchard Park, Crail, Anstruther, KY10 3RW Mrs Doris McLeod 02/05/2024
Property Details	
Property Type X House Purpose built flat	Bungalow Purpose built maisonette Converted maisonette Converted flat Tenement flat Flat over non-residential use Other (specify in General Remarks)
Property Style Detached Back to back	X Semi detached Mid terrace End terrace High rise block Low rise block Other (specify in General Remarks)
Does the surveyor believe that the military, police? Flats/Maisonettes only Floor(s) on what Approximate Year of Construction	property was built for the public sector, e. g. local authority, No. of floors in block No. of units in block 1900 No. of units in block
Tenure	
X Absolute Ownership	Other
Accommodation	
Number of Rooms 2 Living room 2 Bathroom(s	
Gross Floor Area (excluding garage	es and outbuildings)
Residential Element (greater than 4	0%) X Yes No
Garage / Parking / Outbuildings	
Single garage Double gar	rage Parking space X No garage / garage space / parking space
Available on site?	X No
Permanent outbuildings:	
Attached former wash house/coal store.	

Construction
Walls Brick X Stone Concrete Timber frame Other (specify in General Remarks) Roof Tile X Slate Asphalt Felt Other (specify in General Remarks)
Tito Monate Trait
Special Risks
Has the property suffered structural movement?
If Yes, is this recent or progressive?
Is there evidence, history, or reason to anticipate subsidence, heave, landslip or flood in Yes X No the immediate vicinity?
If Yes to any of the above, provide details in General Remarks.
Service Connections
Based on visual inspection only. If any services appear to be non-mains, please comment on the type and location of the supply in General Remarks
Drainage X Mains Private None Water X Mains Private None
Electricity X Mains Private None Gas X Mains Private None Central Heating X Yes Partial None
Brief description of Central Heating and any non mains services:
A full gas fired central heating system is installed.
Site
Apparent legal issues to be verified by the conveyancer. Please provide a brief description in General Remarks.
Rights of way Shared drives / access Garage or other amenities on separate site Shared service connections
☐ Ill-defined boundaries ☐ Agricultural land included with property ☐ Other (specify in General Remarks)
Location
X Residential suburb Residential within town / city Mixed residential / commercial Shared service connections
Commuter village Remote village Isolated rural property Other (specify in General Remarks)
Planning Issues
Has the property been extended / converted / altered? X Yes No If Yes provide details in General Remarks.
Roads
X Made up road Unmade road Partly completed new road Pedestrian access only Adopted Unadopted

General Remarks

The subjects form part of an established residential area within the coastal village of Crail where essential facilities and amenities are available. St Andrews town centre is within easy commuting distance.

The property is situated in an exposed location and will be subjected to high winds and wind driven rain from time to time. The need for above average attention to external maintenance must therefore be anticipated.

The general condition of the property appears consistent with its age and type of construction although items of repair, maintenance and upgrade are required.

There is evidence the building has suffered from structural movement in the past although on the basis of our single inspection this appears longstanding.

The property has been altered in the past although it is likely that alteration works will be deemed historic in terms of planning and building legislation and this should be confirmed.

The property is located in a conservation area and as such the cost of repair or reinstatement works are likely to be higher than normal. Any works considered necessary will require to be carried out in consultation with the Local Authority Planning Department and Historic Environment Scotland.

Essential Repairs			
None.			
Estimated cost of essential repairs			
Retention recommended?	Yes X No		
Retention amount			
Comment on Mortgageability			
The subjects form suitable security for no	ormal lending purposes.		
Valuation			
Market value in present condition		£	385,000
Market value on completion of ess	sential repairs	£	
Insurance reinstatement value		£	450,000
(to include the cost of total rebuilding,	site clearance, professional fees, ancilla	ry charges plus VAT)	
Is a reinspection necessary?			Yes X No

Declaration

Signed David P Marr

Electronically signed :- 13/05/2024 16:49

Surveyor's name David P Marr Professional qualifications BSc, MRICS

Company name J & E Shepherd Chartered Surveyors

Address Swilken House, 35 Largo Road, St. Andrews, KY16 8NJ

Telephone 01334 477773

Email Address standrews@shepherd.co.uk

Date of Inspection 02/05/2024



Energy Performance Certificate



Energy Performance Certificate (EPC)

Dwellings

Scotland

5 ORCHARD PARK, ANSTRUTHER ROAD, CRAIL, ANSTRUTHER, KY10 3RW

Dwelling type: Semi-detached house

Date of assessment: 01 June 2023 Date of certificate: 07 June 2023 **Total floor area:** 104 m²

Primary Energy Indicator: 313 kWh/m²/year Reference number: 0142-2559-0463-2207-4781 RdSAP, existing dwelling Type of assessment: **Approved Organisation:**

Elmhurst

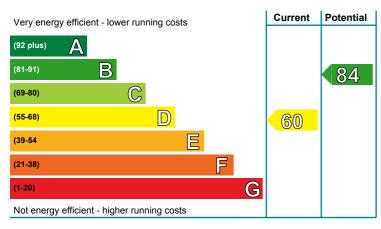
Main heating and fuel: Boiler and radiators, mains

You can use this document to:

- Compare current ratings of properties to see which are more energy efficient and environmentally friendly
- Find out how to save energy and money and also reduce CO₂ emissions by improving your home

Estimated energy costs for your home for 3 years*	£8,382	See your recommendations	
Over 3 years you could save*	£3,291	report for more information	

* based upon the cost of energy for heating, hot water, lighting and ventilation, calculated using standard assumptions

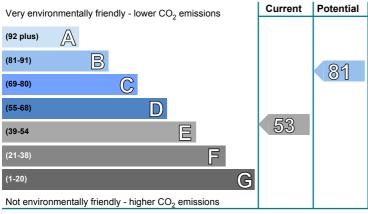


Energy Efficiency Rating

This graph shows the current efficiency of your home, taking into account both energy efficiency and fuel costs. The higher this rating, the lower your fuel bills are likely to be.

Your current rating is band D (60). The average rating for EPCs in Scotland is band D (61).

The potential rating shows the effect of undertaking all of the improvement measures listed within your recommendations report.



Environmental Impact (CO₂) Rating

This graph shows the effect of your home on the environment in terms of carbon dioxide (CO₂) emissions. The higher the rating, the less impact it has on the environment.

Your current rating is band E (53). The average rating for EPCs in Scotland is band D (59).

The potential rating shows the effect of undertaking all of the improvement measures listed within your recommendations report.

Top actions you can take to save money and make your home more efficient

Recommended measures	Indicative cost	Typical savings over 3 years
1 Flat roof or sloping ceiling insulation	£850 - £1,500	£312.00
2 Internal or external wall insulation	£4,000 - £14,000	£1890.00
3 Floor insulation (suspended floor)	£800 - £1,200	£471.00

A full list of recommended improvement measures for your home, together with more information on potential cost and savings and advice to help you carry out improvements can be found in your recommendations report.

To find out more about the recommended measures and other actions you could take today to stop wasting energy and money, visit greenerscotland.org or contact Home Energy Scotland on 0808 808 2282.

THIS PAGE IS THE ENERGY PERFORMANCE CERTIFICATE WHICH MUST BE AFFIXED TO THE **DWELLING AND NOT BE REMOVED UNLESS IT IS** REPLACED WITH AN UPDATED CERTIFICATE

Summary of the energy performance related features of this home

This table sets out the results of the survey which lists the current energy-related features of this home. Each element is assessed by the national calculation methodology; 1 star = very poor (least efficient), 2 stars = poor, 3 stars = average, 4 stars = good and 5 stars = very good (most efficient). The assessment does not take into consideration the condition of an element and how well it is working. 'Assumed' means that the insulation could not be inspected and an assumption has been made in the methodology, based on age and type of construction.

Element	Description	Energy Efficiency	Environmental
Walls	Sandstone or limestone, as built, no insulation (assumed)	***	****
	Solid brick, as built, no insulation (assumed)	***	$\star\star$
Roof	Pitched, 100 mm loft insulation Flat, no insulation (assumed)	**** ****	**** ***
Floor	Suspended, no insulation (assumed) Solid, no insulation (assumed)	_ _	_ _
Windows	Mostly double glazing	★★★☆☆	★★★☆☆
Main heating	Boiler and radiators, mains gas	****	★★★★☆
Main heating controls	Programmer, room thermostat and TRVs	****	★★★★☆
Secondary heating	None	_	_
Hot water	From main system	***	★★★★☆
Lighting	Low energy lighting in 62% of fixed outlets	****	★★★★☆

The energy efficiency rating of your home

Your Energy Efficiency Rating is calculated using the standard UK methodology, RdSAP. This calculates energy used for heating, hot water, lighting and ventilation and then applies fuel costs to that energy use to give an overall rating for your home. The rating is given on a scale of 1 to 100. Other than the cost of fuel for electrical appliances and for cooking, a building with a rating of 100 would cost almost nothing to run.

As we all use our homes in different ways, the energy rating is calculated using standard occupancy assumptions which may be different from the way you use it. The rating also uses national weather information to allow comparison between buildings in different parts of Scotland. However, to make information more relevant to your home, local weather data is used to calculate your energy use, CO₂ emissions, running costs and the savings possible from making improvements.

The impact of your home on the environment

One of the biggest contributors to global warming is carbon dioxide. The energy we use for heating, lighting and power in our homes produces over a quarter of the UK's carbon dioxide emissions. Different fuels produce different amounts of carbon dioxide for every kilowatt hour (kWh) of energy used. The Environmental Impact Rating of your home is calculated by applying these 'carbon factors' for the fuels you use to your overall energy use.

The calculated emissions for your home are 55 kg $CO_2/m^2/yr$.

The average Scottish household produces about 6 tonnes of carbon dioxide every year. Based on this assessment, heating and lighting this home currently produces approximately 5.7 tonnes of carbon dioxide every year. Adopting recommendations in this report can reduce emissions and protect the environment. If you were to install all of these recommendations this could reduce emissions by 3.3 tonnes per year. You could reduce emissions even more by switching to renewable energy sources.

Estimated energy costs for this home

	Current energy costs	Potential energy costs	Potential future savings
Heating	£7,053 over 3 years	£4,173 over 3 years	
Hot water	£690 over 3 years	£456 over 3 years	You could
Lighting	£639 over 3 years	£462 over 3 years	save £3,291
Totals	£8,382	£5,091	over 3 years

These figures show how much the average household would spend in this property for heating, lighting and hot water. This excludes energy use for running appliances such as TVs, computers and cookers, and the benefits of any electricity generated by this home (for example, from photovoltaic panels). The potential savings in energy costs show the effect of undertaking all of the recommended measures listed below.

Recommendations for improvement

The measures below will improve the energy and environmental performance of this dwelling. The performance ratings after improvements listed below are cumulative; that is, they assume the improvements have been installed in the order that they appear in the table. Further information about the recommended measures and other simple actions to take today to save money is available from the Home Energy Scotland hotline which can be contacted on 0808 808 2282. Before carrying out work, make sure that the appropriate permissions are obtained, where necessary. This may include permission from a landlord (if you are a tenant) or the need to get a Building Warrant for certain types of work.

Recommended measures		Indicative cost	Typical saving per year	Rating after improvement	
				Energy	Environment
1	Flat roof or sloping ceiling insulation	£850 - £1,500	£104	D 62	E 54
2	Internal or external wall insulation	£4,000 - £14,000	£630	C 70	D 67
3	Floor insulation (suspended floor)	£800 - £1,200	£157	C 72	C 69
4	Low energy lighting for all fixed outlets	£25	£51	C 73	C 70
5	Solar water heating	£4,000 - £6,000	£78	C 74	C 71
6	Replacement glazing units	£1,000 - £1,400	£77	C 75	C 73
7	Solar photovoltaic panels, 2.5 kWp	£3,500 - £5,500	£670	B 84	B 81

Choosing the right improvement package





About the recommended measures to improve your home's performance rating

This section offers additional information and advice on the recommended improvement measures for your home

1 Flat roof or sloping ceiling insulation

Insulating a flat roof or sloping ceiling will significantly reduce heat loss through the roof; this will improve levels of comfort, reduce energy use and lower fuel bills. Insulation can be placed on top of the roof under the waterproof membrane and should particularly be considered when the waterproofing needs to be replaced. Further information about roof insulation and details of local contractors can be obtained from the National Insulation Association (www.nationalinsulationassociation.org.uk). Building regulations generally apply to this work so it is best to check with your local authority building standards department.

2 Internal or external wall insulation

Internal or external wall insulation involves adding a layer of insulation to either the inside or the outside surface of the external walls, which reduces heat loss and lowers fuel bills. As it is more expensive than cavity wall insulation it is only recommended for walls without a cavity, or where for technical reasons a cavity cannot be filled. Internal insulation, known as dry-lining, is where a layer of insulation is fixed to the inside surface of external walls; this type of insulation is best applied when rooms require redecorating. External solid wall insulation is the application of an insulant and a weather-protective finish to the outside of the wall. This may improve the look of the home, particularly where existing brickwork or rendering is poor, and will provide long-lasting weather protection. Further information can be obtained from the National Insulation Association (www.nationalinsulationassociation.org.uk). It should be noted that a building warrant is required for the installation of external wall insulation. Planning permission may also be required and that building regulations apply to external insulation so it is best to check with your local authority on both issues.

3 Floor insulation (suspended floor)

Insulation of a floor will significantly reduce heat loss; this will improve levels of comfort, reduce energy use and lower fuel bills. Suspended floors can often be insulated from below but must have adequate ventilation to prevent dampness; seek advice about this if unsure. Further information about floor insulation is available from many sources including www.energysavingtrust.org.uk/scotland/Insulation/Floor-insulation. Building regulations generally apply to this work so it is best to check with your local authority building standards department.

4 Low energy lighting

Replacement of traditional light bulbs with energy saving bulbs will reduce lighting costs over the lifetime of the bulb, and they last many times longer than ordinary light bulbs. Low energy lamps and fittings are now commonplace and readily available. Information on energy efficiency lighting can be found from a wide range of organisations, including the Energy Saving Trust (http://www.energysavingtrust.org.uk/home-energy-efficiency/lighting).

5 Solar water heating

A solar water heating panel, usually fixed to the roof, uses the sun to pre-heat the hot water supply. This can significantly reduce the demand on the heating system to provide hot water and hence save fuel and money. Planning permission might be required, building regulations generally apply to this work and a building warrant may be required, so it is best to check these with your local authority. You could be eligible for Renewable Heat Incentive payments which could appreciably increase the savings beyond those shown on your EPC, provided that both the product and the installer are certified by the Microgeneration Certification Scheme (or equivalent). Details of local MCS installers are available at www.microgenerationcertification.org.

6 Replacement glazing units

Replacing existing double-glazed units with new high-performance units. Building regulations require that replacement glazing is to a standard no worse than previous; a building warrant is not required. Planning permission might be required for such work if a building is listed or within a conservation area so it is best to check with your local authority.

5 ORCHARD PARK, ANSTRUTHER ROAD, CRAIL, ANSTRUTHER, KY10 3RW 07 June 2023 RRN: 0142-2559-0463-2207-4781 Recommendations Report

7 Solar photovoltaic (PV) panels

A solar PV system is one which converts light directly into electricity via panels placed on the roof with no waste and no emissions. This electricity is used throughout the home in the same way as the electricity purchased from an energy supplier. Planning permission might be required, building regulations generally apply to this work and a building warrant may be required, so it is best to check with your local authority. The assessment does not include the effect of any Feed-in Tariff which could appreciably increase the savings that are shown on this EPC for solar photovoltaic panels, provided that both the product and the installer are certified by the Microgeneration Certification Scheme (or equivalent). Details of local MCS installers are available at www.microgenerationcertification.org.

Low and zero carbon energy sources

Low and zero carbon (LZC) energy sources are sources of energy that release either very little or no carbon dioxide into the atmosphere when they are used. Installing these sources may help reduce energy bills as well as cutting carbon.

LZC energy sources present: There are none provided for this home

Your home's heat demand

In this section, you can see how much energy you might need to heat your home and provide hot water. These are estimates showing how an average household uses energy. These estimates may not reflect your actual energy use, which could be higher or lower. You might spend more money on heating and hot water if your house is less energy efficient. The table below shows the potential benefit of having your loft and walls insulated. Visit https://energysavingtrust.org.uk/energy-at-home for more information.

Heat demand	Existing dwelling	Impact of loft insulation lmpact of cavity wall insulation		Impact of solid wall insulation	
Space heating (kWh per year)	20,174	(447)	N/A	(5,763)	
Water heating (kWh per year)	2,095				

Addendum

This dwelling has stone walls and so requires further investigation to establish whether these walls are of cavity construction and to determine which type of wall insulation is best suited.

5 ORCHARD PARK, ANSTRUTHER ROAD, CRAIL, ANSTRUTHER, KY10 3RW 07 June 2023 RRN: 0142-2559-0463-2207-4781 Recommendations Report

About this document

This Recommendations Report and the accompanying Energy Performance Certificate are valid for a maximum of ten years. These documents cease to be valid where superseded by a more recent assessment of the same building carried out by a member of an Approved Organisation.

The Energy Performance Certificate and this Recommendations Report for this building were produced following an energy assessment undertaken by an assessor accredited by Elmhurst (www.elmhurstenergy.co.uk), an Approved Organisation Appointed by Scottish Ministers. The certificate has been produced under the Energy Performance of Buildings (Scotland) Regulations 2008 from data lodged to the Scottish EPC register. You can verify the validity of this document by visiting www.scottishepcregister.org.uk and entering the report reference number (RRN) printed at the top of this page.

Assessor's name:

Assessor membership number:
Company name/trading name:

Address:

Mr. Douglas Cramb
EES/027933
J & E Shepherd
13 Albert Square

Dundee DD1 1XA

Phone number: 01382 200454

Email address: dundee@shepherd.co.uk

Related party disclosure: No related party

If you have any concerns regarding the content of this report or the service provided by your assessor you should in the first instance raise these matters with your assessor and with the Approved Organisation to which they belong. All Approved Organisations are required to publish their complaints and disciplinary procedures and details can be found online at the web address given above.

Use of this energy performance information

Once lodged by your EPC assessor, this Energy Performance Certificate and Recommendations Report are available to view online at www.scottishepcregister.org.uk, with the facility to search for any single record by entering the property address. This gives everyone access to any current, valid EPC except where a property has a Green Deal Plan, in which case the report reference number (RRN) must first be provided. The energy performance data in these documents, together with other building information gathered during the assessment is held on the Scottish EPC Register and is available to authorised recipients, including organisations delivering energy efficiency and carbon reduction initiatives on behalf of the Scottish and UK governments. A range of data from all assessments undertaken in Scotland is also published periodically by the Scottish Government. Further information on these matters and on Energy Performance Certificates in general, can be found at www.gov.scot/epc.

5 ORCHARD PARK, ANSTRUTHER ROAD, CRAIL, ANSTRUTHER, KY10 3RW 07 June 2023 RRN: 0142-2559-0463-2207-4781 Recommendations Report

Advice and support to improve this property

There is support available, which could help you carry out some of the improvements recommended for this property on page 3 and stop wasting energy and money. For more information, visit greeners cotland.org or contact Home Energy Scotland on 0808 808 2282.

Home Energy Scotland's independent and expert advisors can offer free and impartial advice on all aspects of energy efficiency, renewable energy and more.

HOMEENERGYSCOTLAND.ORG
0808 808 2282
FUNDED BY THE SCOTTISH GOVERNMENT







Property address	
5 ORCHARD PARK CRAIL KYIO	
Seller(s)	
Completion date of property questionnaire	,

Note for sellers

- Please complete this form carefully. It is important that your answers are correct.
- The information in your answers will help ensure that the sale of your house goes smoothly. Please answer each question with as much detailed information as you can.
- If anything changes after you fill in this questionnaire but before the date of entry for the sale of your house, tell your solicitor or estate agent immediately.

Information to be given to prospective buyer(s)

1.	Length of ownership					
	How long have you owned the p	property?	about	rainty years		
2.	Council tax					
	Which Council Tax band is your ☐ A ☐ B ☐ C ☑		ease tick one)			
3.	Parking					
	What are the arrangements for parking at your property? (Please tick all that apply)					
	Garage					
	Allocated parking space					
	• Driveway					
	Shared parking					
	On street					
	Resident permit					
	Metered parking					
	Other (please specify):					
4.	Conservation area			Jakes at the state of		
	Is your property in a designated special architectural or historica appearance of which it is desiral	l interest, the cha	aracter or	rea of Yes No Don't know		

5.	Listed buildings	
	Is your property a Listed Building, or contained within one (that is a building recognised and approved as being of special architectural or historical interest)?	☐ Yes ☐ No
6.	Alterations/additions/extensions	
a.	(i) During your time in the property, have you carried out any structural alterations, additions or extensions (for example, provision of an extra bath/shower room, toilet, or bedroom)?	Yes No
	If you have answered yes, please describe below the changes which you have made: SHOWER IN BATHROOM INSTERD OF BATH	
	(ii) Did you obtain planning permission, building warrant, completion certificate and other consents for this work?	Yes :
	If you have answered yes, the relevant documents will be needed by the purchaser and you should give them to your solicitor as soon as possible for checking.	
	If you do not have the documents yourself, please note below who has these documents and your solicitor or estate agent will arrange to obtain them:	
b.	Have you had replacement windows, doors, patio doors or double glazing installed in your property?	☐ Yes ☐ No
	If you have answered yes, please answer the three questions below:	
	(i) Were the replacements the same shape and type as the ones you replaced?	☑ Yes ☐ No
	(ii) Did this work involve any changes to the window or door openings?	☐ Yes ☑ No
	(iii) Please describe the changes made to the windows doors, or patio approximate dates when the work was completed):	doors (with
	olicitor or estate	

7.	Central heating	
a.	Is there a central heating system in your property? (Note: a partial central heating system is one which does not heat all the main rooms of the property — the main living room, the bedroom(s), the hall and the bathroom). If you have answered yes or partial — what kind of central heating is there? (Examples: gas-fired, solid fuel, electric storage heating, gas warm air).	Yes No Partial
	If you have answered yes, please answer the three questions below: (i) When was your central heating system or partial central heating	g system installed?
	(ii) Do you have a maintenance contract for the central heating system? If you have answered yes, please give details of the company with which you have a maintenance contract:	☐ Yes ☐ No
	(iii) When was your maintenance agreement last renewed? (Please and year).	provide the month
8.	Energy Performance Certificate	
	Does your property have an Energy Performance Certificate which is less than 10 years old?	☐ Yes ☑ No
9.	Issues that may have affected your property	
a.	Has there been any storm, flood, fire or other structural damage to your property while you have owned it? If you have answered yes, is the damage the subject of any outstanding insurance claim?	☐ Yes ☑ No ☐ Yes ☐ No
b.	Are you aware of the existence of asbestos in your property? If you have answered yes, please give details:	☐ Yes ☑ No

P	ease tick which services are connected to your property and give details of the supplier:					
	Services	Connected	Supplier			
	Gas or liquid petroleum gas	GAS				
	Water mains or private water supply					
	Electricity					
	Mains drainage	. \				
	Telephone					
	Cable TV or satellite	1				
	Broadband	X				
	Is there a septic tank system a	☐ Yes ☑ No				
	(iv) Do you have appropriate consents for the discharge from your septic tank?			☐ Yes ☐ No ☐ Don't Know		
	(v) Do you have a mainten If you have answered yes, plea which you have a maintenance	☐ Yes ☐ No				

11.	Responsibilities for shared or common areas	
a.	Are you aware of any responsibility to contribute to the cost of anything used jointly, such as the repair of a shared drive, private road, boundary, or garden area? If you have answered yes, please give details:	☐ Yes ☑ No ☐ Don't Know
b.	Is there a responsibility to contribute to repair and maintenance of the roof, common stairwell or other common areas? If you have answered yes, please give details:	☐ Yes No Not applicable
c.	Has there been any major repair or replacement of any part of the roof during the time you have owned the property?	☐ Yes ☐ No
d.	Do you have the right to walk over any of your neighbours' property — for example to put out your rubbish bin or to maintain your boundaries? If you have answered yes, please give details:	☐ Yes
e.	As far as you are aware, do any of your neighbours have the right to walk over your property, for example to put out their rubbish bin or to maintain their boundaries? If you have answered yes, please give details:	☐ Yes ☑ No
f.	As far as you are aware, is there a public right of way across any part of your property? (public right of way is a way over which the public has a right to pass, whether or not the land is privately-owned.) If you have answered yes, please give details:	☐ Yes ☑ No
12.	Charges associated with your property	
a.	Is there a factor or property manager for your property? If you have answered yes, please provide the name and address, and give details of any deposit held and approximate charges:	☐ Yes ☑ No

b.	Is there a common buildings insurance policy? If you have answered yes, is the cost of the insurance included in your monthly/annual factor's charges?	☐ Yes ☐ No ☐ Don't Know ☐ Yes ☐ No ☐ Don't Know
c.	Please give details of any other charges you have to pay on a regular lupkeep of common areas or repair works, for example to a residents' a maintenance or stair fund.	pasis for the association, or
13.	Specialist works	
a.	As far as you are aware, has treatment of dry rot, wet rot, damp or any other specialist work ever been carried out to your property? If you have answered yes, please say what the repairs were for, whether you carried out the repairs (and when) or if they were done before you bought the property.	☐ Yes ☐ No
b.	As far as you are aware, has any preventative work for dry rot, wet rot, or damp ever been carried out to your property? If you have answered yes, please give details:	☐ Yes ☐ No
C.	If you have answered yes to 13(a) or (b), do you have any guarantees relating to this work? If you have answered yes, these guarantees will be needed by the purchaser and should be given to your solicitor as soon as possible for checking. If you do not have them yourself please write below who has these documents and your solicitor or estate agent will arrange for them to be obtained. You will also need to provide a description of the work carried out. This may be shown in the original estimate. Guarantees are held by:	☐ Yes ☐ No

14.	Guarantees					
а.	Are there any guarantees or warranties for any of the following:					
		No	Yes	Don't know	With title deeds	Lost
(i)	Electrical work					
(ii)	Roofing			Ø		
(iii)	Central heating			v		
(iv)	National House Building Council (NHBC)			d		
(v)	Damp course			Ø		
(vi)	Any other work or installations? (for example, cavity wall insulation, underpinning, indemnity policy)					
b.	If you have answered 'yes' or 'with title deeds', please give details of the work or installations to which the guarantee(s) relate(s):					
C.	Are there any outstanding claims under any of the guarantees listed above? If you have answered yes, please give details:					
15.	Boundaries					
	So far as you are aware, has any boundary of your property been moved in the last 10 years? If you have answered yes, please give details:			☐ Yes ☑ No ☐ Don't kn	ow	

2.10						
16.	Notices that affect your p	roperty				
	In the past three years have yo	ou ever received a notice:				
а.	advising that the owner of a ne planning application?	ighbouring property has made a	☐ Yes No			
b.	that affects your property in so	me other way?	☐ Yes ☑ No			
C.	that requires you to do any ma to your property?	intenance, repairs or improvements	☐ Yes ☑ No			
	If you have answered yes to any of a-c above, please give the notices to your solicitor estate agent, including any notices which arrive at any time before the date of entry of the purchaser of your property.					
Declaration by the seller(s)/or other authorised body or person(s) I/We confirm that the information in this form is true and correct to the best of my/our knowledge and belief.						
Sign	nature(s) : 					
Data	1-1-909	∜⊒				

Residential

Home Report

Mortgage & Re-Mortgage Valuation Home & Flat Buyer Report

Energy Performance Certificate (EPC)

Private Sale Valuation

Inheritance Tax Valuation

Capital Gains Tax Valuation

Separation Valuation

Driveby Valuation

Desktop Valuation

New Build, Development & Plot Valuation

Extension & Alteration Valuation

Portfolio Valuation

Rental Valuation

Expert Witness Report

Council Tax Appeal

Bespoke Condition Report

Commercial

Commercial Valuation

Commercial Agency

Acquisitions & Disposals

Commercial Lease Advisory

Rent Reviews

Asset Management

Project Consultancy

Development Appraisals

Commercial Property Auctions

Property Management

Professional Services Licensed Trade / Leisure

Construction

Property &

Quantity Surveying

Building Surveying

Project Management

Dispute Resolution Support Services

Principal Designer

Clerk of Works

Commercial EPC

Fire Engineering

Health & Safety Management

Employer's Agent

Energy Department

Housing Services

Development Monitoring

Mediation Services

Aberdeen▲ ▲ 01224 202800

△ 01292 267987

Coatbridge △ 01236 436561

Cumbernauld △ 01236 780000

Dalkeith △ 0131 663 2780

Dumbarton △ 01389 731682

Dumfries▲ ▲ 01387 264333

Dundee

△ 01382 200454 ▲ 01382 220699

Dunfermline

▲ 01383 731841

East Kilbride

△ 01355 248535 Edinburgh

△ 0131 2251234 ▲ 0131 557 9300

Elgin ▲ 01343 553939

Falkirk △ 01324 635 999

Fraserburgh △ 01346 517456

Galashiels

△ 01896 750150

Glasgow △ ▲ 0141 331 2807

Glasgow South

△ 0141 649 8020

Glasgow West End △ 0141 353 2080

Greenock

△ 01475 730717

Hamilton △ 01698 897548

Inverness

△ ▲ 01463 712239

Kilmarnock

△ 01563 520318

Kirkcaldy △ 01592 205442

Livingston△ 01506 416777

Montrose △ 01674 676768

Motherwell △ 01698 252229

Musselburgh

△ 0131 653 3456

Oban

△ 01631 707 800 Paisley
△ 0141 889 8334

Saltcoats △ 01294 464228

Perth

△ 01738 638188

▲ 01738 631631

Peterhead ▲ 01779 470766

St Andrews

△ 01334 477773

▲ 01334 476469

Stirling

△ 01786 450438 ▲ 01786 474476







www.shepherd.co.uk www.hardies.co.uk

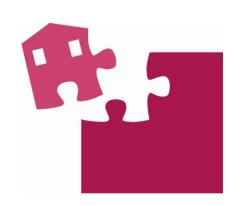


Property Owner's Completion Pack

Reference No: A7981



5 Orchard Park Crail KY10 3RW





Thank you for choosing The Preservation Company. Please find enclosed your Completion Documents Portfolio.

Your surveyors: Mr Colin Wilks

Ref no: A7981/A7981A/A7981AA

Reports dated: 26 September/4 December 2023/

27 February 2024

Work Concluded: 5 February 2024

Enclosed:

Reports

Report drawings

Receipt of payment

Company Guarantee (10 year Insurance Backed Guarantee policies will be sent directly from Insurers)

Terms & Conditions

We hope you have been delighted with the service you have received from our team.

Best Regards





Correspondence Address:

8 Low Road Auchtermuchty KY14 7AU

Customer Service Telephone:

St Andrews: 01334 461065

Auchtermuchty: 01337 827282

Dunfermline: 01383 661177

Edinburgh: 0131 603 4643

Dollar: 01259 781648

e-mail: info@thepreservationcompany.co.uk
web: www.thepreservationcompany.co.uk

REF: CW/A7981

26 September 2023

Re: 5 Orchard Park, Crail, KY10 3RW

We write to confirm the results of our initial examination of the property on 21 September 2023. This non-invasive survey was carried out by our Mr Colin Wilks following your verbal instruction of 15 September 2023.

As specifically requested, our inspection was restricted in respect of dampness, timber infestation and decay to the accessible wall surfaces and structural timbers.







Building Solutions for Dampness, Fungal Decay and Timber Infestation

We trust that we have interpreted your instructions correctly, however if there is any doubt as to the extent of our investigations or if there are any omissions, we apologise and respectfully ask that you inform us as soon as possible.

The property is a traditional stone/brick built semi-detached house with slate roof coverings and extended to the rear.

Our report directions are taken from a position facing the front elevation of the property from the garden.



Front elevation

At the time of our initial inspection, it was dry and warm. In view of the fine weather conditions it was not possible to accurately comment as to the efficacy of the existing rainwater goods.

At the time of our inspection the property was unoccupied, and fully furnished with a combination of fitted floor coverings. As such, we were unable to inspect any of the sub-floor timbers at this stage.

EXTERNAL OBSERVATIONS (From Ground Level)

Although not an exhaustive list, during our inspection, the following defects were noted. These "observations" do not constitute a detailed inspection, invasive or otherwise, and does not negate the requirement for possible further instruction and detailed inspection by requisite specialists in their field such as roofers, joinery contractors, plumbers, electrical contractors etc.

- Slipped/missing/chipped slates.
- Weathered stone and open joints to some areas.
- Bossed/cracked/missing harling to left elevation.
- Vegetative growth to the stonework and harling at high level to the front left hand corner of the building.
- Rusted gutter joints.
- Limited/restricted/blocked ventilation to the sub floor.









Vegetation growth to front left hand corner of building



Bossed/missing harling to left hand elevation



Blocked sub-floor vent to rear elevation

Please note that no allowance has been made at this stage for rectifying the above defects, or any other external repairs considered or found to be necessary <u>unless directly specified</u> otherwise within the body of this report. Failure to carry out essential repair and maintenance works to the external fabric may result in water ingress to the property and increase the risk of dampness and timber decay.

As any Guarantees issued are conditional upon the building being maintained in a good and proper state of repair for the duration of the Guarantee, it is essential that all necessary repair and on-going maintenance work is carried out by your own Joinery/Building/Roofing Contractors or otherwise, to prevent further possible rainwater penetration.







INTERNAL OBSERVATIONS

RISING DAMPNESS

ROOM REAR LEFT ROOM REAR RIGHT UNDER STAIR CUPBOARD HALL

At the time of our inspection, elevated moisture profile readings recorded with a hand-held electronic moisture meter, along with our visual observations, indicated the presence of rising dampness to the walls as designated in need of treatments on the attached over-marked floor plan drawing. This would appear to be due to (and in the absence of any evidence to the contrary):

• Partial failure of the existing damp proof course.



Rising dampness within under stair cupboard



Rising dampness to room rear right

NB. Where internal wall, ceiling and floor surfaces are affected by raised moisture levels, any joists/rafters/wallplates or concealed wall strapping/framing/lintels or other timbers meeting these areas could be affected by fungal decay. As such, and where possible, we recommend a sub-floor and/or invasive wall surface investigation be undertaken to ascertain whether any additional works are required to areas out-with the scope of our current inspection and any further works in this respect will be the subject of a supplementary report/quotation. Where we are instructed to proceed with specified strip/repair works we







will, as a matter of course, inspect any newly exposed timbers for signs of decay and report accordingly.

SOLID FLOORS

REAR PROJECTION RIGHT

The floor mentioned above has been determined as being of solid construction, we can provide no assurances in respect of any in-situ damp proof membrane or otherwise.

PENETRATING DAMPNESS

1ST FLOOR

ROOM FRONT LEFT ROOM FRONT RIGHT

GROUND FLOOR

ROOM FRONT VESTIBULE

At the time of our inspection, visible signs of dampness supported by elevated moisture profile readings, recorded with a hand-held moisture meter, along with our visual observations, revealed evidence of penetrating dampness to wall, ceiling and cornice fabric. This would appear to be due to:

- Defective rainwater goods.
- Defective roof coverings/chimneys/skews.
- Defective stonework/pointing.
- Build-up of debris behind the internal wall finishes, permitting 'bridging' of moisture from the outer to inner wall surfaces.



Penetrating dampness to ceiling, cornice and wall fabric to ground floor room front









Penetrating dampness to wall fabric to ground floor vestibule



Penetrating dampness to wall fabric to 1st floor room front left



Penetrating dampness to wall fabric to 1st floor room front left



Penetrating dampness to ceiling fabric to 1st floor room front left









Penetrating dampness to wall fabric to 1st floor room front left

NB. Where internal wall, ceiling and floor surfaces are affected by raised moisture levels, any joists/rafters/wall plates or concealed wall strapping/framing/lintels or other timbers meeting these areas could be affected by fungal decay. As such, and where possible, we recommend a sub-floor and/or invasive wall surface investigation be undertaken to ascertain whether any additional works are required to areas out-with the scope of our current inspection and any further works in this respect will be the subject of a supplementary report/quotation. Where we are instructed to proceed with specified strip/repair works we will, as a matter of course, inspect any newly exposed timbers for signs of decay and report accordingly.

CONDENSATION

1ST FLOOR

ROOM REAR LEFT

The wall surfaces to the rear right hand corner of the room were noted to be affected by mould due to excessive condensation. Condensation occurs when warm moisture-laden air, cools to 'dew-point' (the temperature at which moisture condenses) against a cold surface. Intermittent heating and insufficient ventilation provide ideal conditions for condensation. As such, proper heating and ventilation must be maintained, to reduce moisture available for evaporation into the air within the property and condensing on the cold wall surfaces.



Mould growth due to condensation to 1st floor room rear left







POSSIBLE FUNGAL DECAY/SOLUM DAMPNESS

VARIOUS

An inspection of all exposed timber safe lintels, bressummer beam over bay window, floor/ceiling joists and any built-in bonding timbers will be carried out following the removal of the wall and ceiling linings where highlighted on the attached sketch plan.

Due to the restricted/blocked sub-floor ventilation present it is recommended that further exposure and inspection is carried out to the floor timbers and solum throughout the ground floor to ascertain whether these areas are affected by fungal decay and/or dampness.

A further report and costs will be compiled following this inspection.

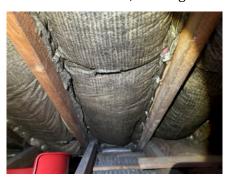
WOOD BORER INFESTATION

ROOF TIMBERS

MAIN ROOF VOID

REAR BIN STORE

Our inspection of the roof void was restricted by the presence of quilt insulation material fitted between the rafters, flooring and stored goods.



Insulation material between rafters to main roof void

The coombed nature of the ceilings prevented an inspection of the rafter ends and associated wall plates.

Wood borer infestation (Anobium punctatum) was noted to the accessible timbers which was active.









Active woodworm to roof timbers

FLOORING TIMBERS

THROUGHOUT

Our inspection of the flooring timbers at this level was not possible due to the presence of furnishings, stored items, fitted floorcoverings/overlaid surfaces.

RECOMMENDATIONS

Taking all of the above into consideration, we recommend the following works:

(This to be read in conjunction with the attached sketch plan drawing, where applicable)

FULLY GUARANTEED DAMP PROOFING SPECIFICATION

- Individually isolate electrical sockets and remove radiators from within the treatment areas as required **BY CLIENT'S OWN CONTRACTORS**.
- **The Preservation Company** to provide temporary dust protection as required.
- Remove sections of skirting/facing etc. as required to be laid aside for re-use and strip
 wall/ceiling fabric and cornice to the height, distance and areas as highlighted. Remove
 resultant debris from site.
- Remove any defective timber grounds and associated timber 'dooks' embedded within the building fabric.
- Inspect exposed timbers for evidence of fungal decay. Provide further comment/costs as required.
- Where shown, drill the base of the walls at a spacing, depth and height to be determined on site and inject with silicon-based emulsion paste, incorporating vertical isolation barriers where required. NB: The system recommended can be installed without necessarily obtaining access to both sides of the walls.
- Fit slim-line cavity drainage membrane to the exposed wall surfaces to external walls
 where the thickness of the plaster permits. This system method (where possible to install)
 relies less on wet trades and reduces the drying out time required by significant margins.
- Supply and install Dry flex adhesive and sheet membrane to internal partitions where agreed on site.







- Where required, reframe the walls using new pre-treated timbers of suitable (or agreed)
 dimension, ensuring the reverse sides of the timbers are suitably isolated/protected,
 where in direct contact with brickwork or masonry.
- Fix duplex plasterboard to exposed sections of framing and ceilings.
- Plasterboard/bond and finish any exposed membraned sections.
- Make good any exposed plaster-boarded surfaces to finish suitable for on-going redecoration.
- Refit any previously removed skirting/facings etc. to original positions after treatments.
- Re-run the ornate cornicing to match the original profile.
- Remove temporary dust protection.

FULLY GUARANTEED WOOD BORER TREATMENTS - ROOF VOID

- The Preservation company to provide temporary dust protection as required.
- Remove insulation from between rafters and remove all from site.
- Clean down all accessible roof timbers, protect water and electrical services within the roof void using polythene/tape.
- Spray-treat all accessible roof timbers throughout the roof void using emulsion-based insecticidal fluid.
- Remove all temporary dust protection.

EXPOSURE WORKS

- Uplift sections of flooring to the required areas at ground floor level and lay aside for reinstatement.
- Inspect sub-floor timbers and solum for evidence of fungal decay and/or dampness.
- Reinstate laid aside floorboards to original positions.
- Provide further comment/costs as required.

SCOPE AND LIMITATIONS OF INSPECTION

This report is only in respect of timber decay, infestation and/or dampness evident to our surveyor at the time of inspection, or which ought to be reasonably evident to the surveyor at the time of his inspection and limited to the areas as specifically instructed by you/the client. Where no inspection was possible, or was restricted, limited, or handicapped in any way we shall be pleased to carry out an additional inspection should you arrange access and instruct us accordingly. No warranty will be provided that no further defects exist to presently concealed areas.

We are not qualified to comment as to the definitive presence or otherwise of any asbestos within the property, however to comply with HSE legislation, any textured plaster wall/ceiling finishes or any other materials which we suspect may contain asbestos, **within the treatment areas**, would have to be tested by an HSE/UKAS approved contractor prior to works







commencing. If you are aware of any asbestos containing materials, we would be grateful if you could advise us immediately.

Unless we have been instructed otherwise, no investigation for either Japanese Knotweed or other invasive plant species within the boundaries of this or any neighbouring property has been carried out.

Unless expressed otherwise in this report, The Preservation Company of Scotland Ltd accepts no obligation in respect of:

- The general structure, as this should be the responsibility of chartered or other suitably qualified surveyors in respect of the structural and other conditions of the property which may influence any change in the property ownership. Our "external observations" do not constitute a detailed inspection, invasive or otherwise and does not negate the requirement for possible further instruction and detailed inspection by requisite specialists in their field such as roofers, joinery contractors, plumbers, electrical contractors etc.
- The external joinery timbers where exposed to the elements.
- Furniture, garden fencing or otherwise.

It should also be understood that a survey at a specific date and time only relates to conditions noted at the time of survey and findings can be heavily influenced by climatic conditions. Conditions noted at initial survey may change over the passage of time.

GENERAL

In accordance with our terms and conditions and to be able to carry out the detailed treatments we require usage of running water and an electricity supply. If this is not possible, please inform our office as soon as is practicable.

In respect of any re-plastering work, occasionally hairline cracking can occur. This does not have any impact on the efficacy of the specialist works and should be made good by your decorator as required and after suitable drying out time has elapsed following our treatments.

Mould formations on new plaster, as it begins the drying out process, especially when applied on to membrane systems, is not un-common and should not be any cause for immediate concern. The mould will clear if the property is appropriately heated and ventilated.

HEALTH AND SAFETY

In carrying out the Treatments, every care will be taken to always ensure the safety of our Consumers and our operatives. To comply with current Health and Safety Legislation, it is essential that the areas requiring the treatments remain vacant and well-ventilated as far as is reasonably practicable. This applies both during the application of the treatments, and for a minimum of 8 hours after completion of the treatments.







Covid-19 - We will require you to aid and facilitate our team in strict compliance of social distancing and hygiene protocol as set out in current government guidelines (11 May 2020).

FIXTURES AND FITTINGS

Unless agreed otherwise and allowed for within our quotation, the client will be responsible for removal of carpets, furnishings plants and household possessions, prior to our arrival on site. We always take every reasonable precaution to protect your property with dustsheets and polythene etc. and shall clean up any debris arising from our works. It will however be your own responsibility to carry out the final washing down, dusting and vacuuming which may be required upon completion of our works.

Where applicable you must remove all fixtures and fittings in affected areas of the property before we commence work. If our report includes a report drawing, the areas of work are clearly identified and any fixtures or fittings on or against those sections of wall/floor will require to be removed. **This to include floor coverings, bathroom/kitchen fitments, radiators, and any other plumbing/electrical fitments.** We cannot be held responsible for any damage to any fixture or fitting (other than damage proved to be due to negligence on our part, or on the part of our servants or agents).

We cannot be held responsible for damage caused to any hidden services, concealed within/to the rear of wall plaster or within concrete floors, not brought to our attention prior to works commencing.

GUARANTEES

Upon completion of the contract and on payment of our account in full, our **20 Year Guarantee** will be issued against any re-occurrence of dampness rising through our damp proof course installation.

Where applicable and in respect of cavity drainage membranes our **10 Year Guarantee** offering protection against any occurrence of water penetration through our installed system will be issued in respect of the treatment works.

In respect of our completed common furniture beetle treatments and payment of our account in full, our **20 Year Guarantee** will be issued against any re-occurrence of outbreak in the treatment area.

Ancillary operations are not covered by any treatment guarantees although protection is afforded under the Consumer Protection Act 1987 in terms of your statutory rights.







As members of the Property Care Association, we offer a 10 Year Insurance Backed Guarantee on our own Company Guarantee provided by Quality Assured National Warranties (see www.qanw.co.uk). Most other specialist contractors offer this service as an optional item, however usually we offer this insurance within the price as quoted in terms of our specialist treatments.

We are also members of Trustmark (see www.trustmark.org.uk for details of the benefit of being associated with a member of this scheme).

Guarantees are issued and conditional upon the building being maintained in a good and proper state of repair for the duration of the Guarantee.

ACCEPTANCE OF QUOTATION

We would be delighted to undertake the specified works for you. To proceed we require your signed acceptance of quotation and a deposit payment of 25% of the overall contract price including VAT. Details of how you can make payment are enclosed in our Quotation Acceptance document attached to this report. (If this is not attached, please contact us as it forms part of our contract and, as such, should be read carefully).

In the event and where we have charged an initial survey fee, this will be addressed in the attendant surveyor's overall contract cost calculations and will not show as a separate entity on the quotation acceptance or final invoice.

AGREEMENT OF THESE CONDITIONS

Given the current volatility in both the supply and cost of building materials our Quotation is valid for an initial acceptance period of 14 days only. After this time, and if found to be required, we reserve the right to alter the price you have been quoted. The information supplied in this report and quotation is for the intended recipient only. On no account should the information be passed on to any other person or organisation without the explicit consent of The Preservation Company Ltd.

CANCELLATION

Should you choose to cancel the contract then you may be responsible for meeting the cost of any outlays reasonably incurred by the Company, up to the point of cancellation.

Should you wish after acceptance to cancel this contract, please send written notice to:-

Mr Gavin White (Managing Director)
The Preservation Company Ltd
8 Low Road
Auchtermuchty
Cupar







Fife KY14 7AU

Should you wish to accept our quotation, or indeed should you have any questions relative to any of the detail herein, please do not hesitate to contact our office manager Gail Grindley by e-mailing gail@thepreservationcompany.co.uk or by calling Head Office on 01334 461065, and your enquiry will be timeously attended to.

Yours sincerely

Colin Wilks CSRT Surveyor

Quotation

Quotation (REF): Q7981

Property: 5 Orchard Park, Crail, KY10 3RW

Quotation Date: 26 September 2023

To all works detailed in this Quotation incorporating all labour and materials, as follows:

- Damp Proof Course as specified, including Insurance Backed Guarantee cover.
- Insecticidal Treatments specified (Roof timbers), including Insurance Backed Guarantee cover.
- Membrane installation, framing/boarding and plasterwork as specified.
- Exposure works as specified.

To all works as above: £12,882 + VAT including Insurance Backed Guarantee cover

Enc
Report Drawing
Quotation Acceptance
Terms & Conditions

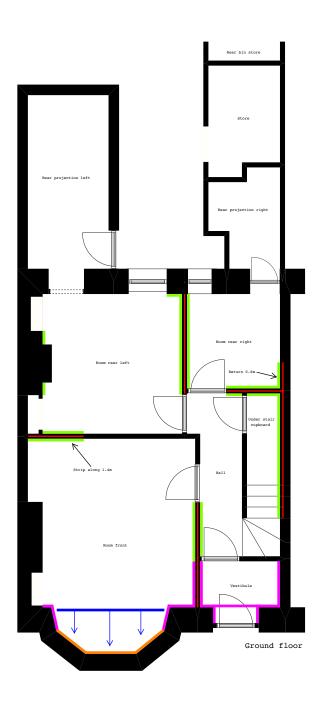
Insurance Backed Guarantee Information LeafletCondensation Leaflet







A7981 5 Orchard Park

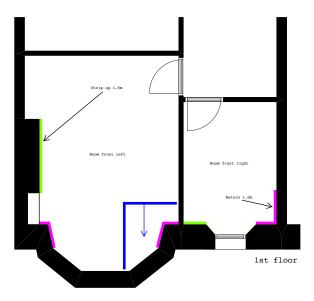


Strip wall fabric up 1 metre, fix cavity drain membrane or Dryflex adhesive and sheet membrane and plaster to finish.

Strip wall fabric full height, fix cavity drain membrane, re-frame/board where required and plaster to finish.

Strip wall fabric above bay windows, fix cavity drain membrane, re-frame/board and plaster to finish.

Strip ceiling fabric and cornice. Fix new plasterboard and plaster to finish. Re-run cornice to match existing.



Chemical dpc.





Correspondence Address:

8 Low Road Auchtermuchty KY14 7AU

Customer Service Telephone:

St Andrews: 01334 461065

Auchtermuchty: 01337 827282

Dunfermline: 01383 661177

Edinburgh: 0131 603 4643

Dollar: 01259 781648

e-mail: info@thepreservationcompany.co.uk **web:** www.thepreservationcompany.co.uk

REF: CW/A7981A

5 Orchard Park Crail KY10 3RW

4 December 2023

5 Orchard Park, Crail, KY10 3RW

We write to confirm the results following on from our initial stripping out works within the property as specified in the original report A7981 dated 26 September 2023.

As specifically requested, our inspection was restricted in respect of dampness, timber infestation and decay to the accessible wall surfaces and structural timbers.







Building Solutions for Dampness, Fungal Decay and Timber Infestation

INTERNAL OBSERVATIONS

FUNGAL DECAY

1ST FLOOR

ROOM FRONT LEFT ROOM FRONT RIGHT

GROUND FLOOR

ROOM FRONT LEFT ROOM REAR LEFT FRONT VESTIBULE

An examination of the exposed timbers, where possible, revealed the following defects:

Wet rot (Coniophora Puteana) to the following:

- Timber safe lintels above windows to bay area to 1st floor room front left, above window to 1st floor room front right, above windows to bay area to ground floor room front and above the entrance door to the front vestibule.
- Bressummer beam spanning the bay window at ceiling level to ground floor room front left.
- Built-in floor joist ends and associated wallplate to front of 1st floor room front left and 1st floor room front right.
- Floor joist ends and associated wallplate to rear of ground floor room rear left.
- Floor joist ends and associated wallplate to rear left hand corner of ground floor room front.
- Door standards to the main entrance door into the front vestibule.
- Damp solum, strewn with rotted timber debris setting up condition suitable for the growth and germination of wood rotting fungi.



Decay to bressummer beam end and joist end above bay window area to ground floor room front









Decay to bressummer beam end



Decay to timber lintels above front door

Floor renewals have been carried out in the past to ground floor room rear right, however these renewals have incorporated a polythene sheet laid over the joists prior to the floorboards being fitted. Ponding was noted on the polythene to the rear area of the room, the cause of which is unknown at this time. It is recommended that some of the floorboards to this room be removed and the polythene also removed. New floorboards to be laid within this room.

RECOMMENDATIONS

Taking all of the above into consideration, we recommend the following works:

(This to be read in conjunction with the attached sketch plan drawing, where applicable)

FULLY GUARANTEED WET ROT REPAIRS

- Strip the extra areas as detailed of plaster/plasterboard/strapping/cornice and remove all debris from site.
- Erect temporary acro supports.
- Uplift flooring where detailed, remove deafening, cut joist ends back and remove associated wallplate. Remove all debris from site.
- Cut back the joist ends where shown up to 300mm and remove the associated wallplate.
- Cut out and remove the bressummer beam section to the bay window and discard. Install 2no. steel beams back to back, to be bolted together on site.
- Irrigate all exposed brickwork/masonry using fungicidal fluids.







- Fit treated wall plate of appropriate dimensions to be suitably secured/supported ensuring all contact surfaces are adequately isolated and protected.
- Secure new joist sections of appropriate dimensions to the originals by means of mild steel
 bolts and timber connectors/square plate washers ensuring all contact surfaces are fully
 isolated and protected.
- Install sound bloc deafening material and supply/fit new pre-treated flooring to match existing.
- Erect supports and remove affected safe lintels over the windows and doorway as shown always ensuring suitable load transfer. Sterilise the openings and fit new pre-stressed concrete lintels into position and fully pack/build tight.
- Remove supports.
- Clear the exposed solum of timber contaminants and sterilise.
- Frame the exposed areas using new treated timbers of appropriate dimensions ensuring no direct contact between the timber and the wall surface and secure duplex sheeting to the exposed framing and ceiling sections.
- Apply skim coat plaster finish to new plasterboard.
- Refit the previously laid aside joinery finishing timbers to original positions.
- Re-run the ornate cornicing to match the original profile.

SCOPE AND LIMITATIONS OF INSPECTION

This report is only in respect of timber decay, infestation and/or dampness evident to our surveyor at the time of inspection, or which ought to be reasonably evident to the surveyor at the time of his inspection and limited to the areas as specifically instructed by you/the client. Where no inspection was possible, or was restricted, limited, or handicapped in any way we shall be pleased to carry out an additional inspection should you arrange access and instruct us accordingly. No warranty will be provided that no further defects exist to presently concealed areas.

We are not qualified to comment as to the definitive presence or otherwise of any asbestos within the property, however to comply with HSE legislation, any textured plaster wall/ceiling finishes or any other materials which we suspect may contain asbestos, **within the treatment areas**, would have to be tested by an HSE/UKAS approved contractor prior to works commencing. If you are aware of any asbestos containing materials, we would be grateful if you could advise us immediately.

Unless we have been instructed otherwise, no investigation for either Japanese Knotweed or other invasive plant species within the boundaries of this or any neighbouring property has been carried out.







Unless expressed otherwise in this report, The Preservation Company of Scotland Ltd accepts no obligation in respect of:

- The general structure, as this should be the responsibility of chartered or other suitably qualified surveyors in respect of the structural and other conditions of the property which may influence any change in the property ownership. Our "external observations" do not constitute a detailed inspection, invasive or otherwise and does not negate the requirement for possible further instruction and detailed inspection by requisite specialists in their field such as roofers, joinery contractors, plumbers, electrical contractors etc.
- The external joinery timbers where exposed to the elements.
- Furniture, garden fencing or otherwise.

It should also be understood that a survey at a specific date and time only relates to conditions noted at the time of survey and findings can be heavily influenced by climatic conditions. Conditions noted at initial survey may change over the passage of time.

GENERAL

In accordance with our terms and conditions and to be able to carry out the detailed treatments we require usage of running water and an electricity supply. If this is not possible, please inform our office as soon as is practicable.

In respect of any re-plastering work, occasionally hairline cracking can occur. This does not have any impact on the efficacy of the specialist works and should be made good by your decorator as required and after suitable drying out time has elapsed following our treatments.

Mould formations on new plaster, as it begins the drying out process, especially when applied on to membrane systems, is not un-common and should not be any cause for immediate concern. The mould will clear if the property is appropriately heated and ventilated.

HEALTH AND SAFETY

In carrying out the Treatments, every care will be taken to always ensure the safety of our Consumers and our operatives. To comply with current Health and Safety Legislation, it is essential that the areas requiring the treatments remain vacant and well-ventilated as far as is reasonably practicable. This applies both during the application of the treatments, and for a minimum of 8 hours after completion of the treatments.

Covid-19 - We will require you to aid and facilitate our team in strict compliance of social distancing and hygiene protocol as set out in current government guidelines (11 May 2020).







Whilst every care will be taken when implementing works incorporating lintel removals, structural timbers etc., should, when we expose building conditions considered to be unstable/unsafe, such as inadequately bonded walls, poor foundations, or such like, we may find it necessary to consult a qualified Structural Engineer. This will likely result in increased cost, dependant on the extent of works deemed to be required to make the building safe. You will be kept always informed of developments in the unlikely event that this course of action is necessary.

FIXTURES AND FITTINGS

Unless agreed otherwise and allowed for within our quotation, the client will be responsible for removal of carpets, furnishings plants and household possessions, prior to our arrival on site. We always take every reasonable precaution to protect your property with dustsheets and polythene etc. and shall clean up any debris arising from our works. It will however be your own responsibility to carry out the final washing down, dusting and vacuuming which may be required upon completion of our works.

Where applicable you must remove all fixtures and fittings in affected areas of the property before we commence work. If our report includes a report drawing, the areas of work are clearly identified and any fixtures or fittings on or against those sections of wall/floor will require to be removed. **This to include floor coverings, bathroom/kitchen fitments, radiators, and any other plumbing/electrical fitments.** We cannot be held responsible for any damage to any fixture or fitting (other than damage proved to be due to negligence on our part, or on the part of our servants or agents).

We cannot be held responsible for damage caused to any hidden services, concealed within/to the rear of wall plaster or within concrete floors, not brought to our attention prior to works commencing.

GUARANTEES

In respect of our completed wet rot repairs and treatments and payment of our account in full, our **20 Year Guarantee** will be issued against any re-occurrence of outbreak in the treatment area.

Ancillary operations are not covered by any treatment guarantees although protection is afforded under the Consumer Protection Act 1987 in terms of your statutory rights.

As members of the Property Care Association, we offer a 10 Year Insurance Backed Guarantee on our own Company Guarantee provided by Quality Assured National Warranties (see www.qanw.co.uk). Most other specialist contractors offer this service as an optional item, however usually we offer this insurance within the price as quoted in terms of our specialist treatments.







We are also members of Trustmark (see www.trustmark.org.uk for details of the benefit of being associated with a member of this scheme).

Guarantees are issued and conditional upon the building being maintained in a good and proper state of repair for the duration of the Guarantee.

ACCEPTANCE OF QUOTATION

We would be delighted to undertake the specified works for you. To proceed we require your signed acceptance of quotation and a deposit payment of 25% of the overall contract price including VAT. Details of how you can make payment are enclosed in our Quotation Acceptance document attached to this report. (If this is not attached, please contact us as it forms part of our contract and, as such, should be read carefully).

In the event and where we have charged an initial survey fee, this will be addressed in the attendant surveyor's overall contract cost calculations and will not show as a separate entity on the quotation acceptance or final invoice.

AGREEMENT OF THESE CONDITIONS

Given the current volatility in both the supply and cost of building materials our Quotation is valid for an initial acceptance period of 14 days only. After this time, and if found to be required, we reserve the right to alter the price you have been quoted. The information supplied in this report and quotation is for the intended recipient only. On no account should the information be passed on to any other person or organisation without the explicit consent of The Preservation Company Ltd.

CANCELLATION

Should you choose to cancel the contract then you may be responsible for meeting the cost of any outlays reasonably incurred by the Company, up to the point of cancellation.

Should you wish after acceptance to cancel this contract, please send written notice to:-

Mr Gavin White (Managing Director)
The Preservation Company Ltd
8 Low Road
Auchtermuchty
Cupar
Fife
KY14 7AU







Should you wish to accept our quotation, or indeed should you have any questions relative to any of the detail herein, please do not hesitate to contact our office manager Gail Grindley by e-mailing gail@thepreservationcompany.co.uk or by calling Head Office on 01334 461065, and your enquiry will be timeously attended to.

Yours sincerely

Colin Wilks CSRT Surveyor

Ouotation

Quotation (REF): Q7981A

Property: 5 Orchard Park, Crail, KY10 3RW

Quotation Date: 4 December 2023

To all works detailed in this Quotation incorporating all labour and materials, as follows:

- Bressummer beam removal and renewal.
- Wet Rot works specified, including Insurance Backed Guarantee cover.
- Plasterwork and cornicing as specified.

To all works as above: £16,868 + VAT including Insurance Backed Guarantee cover

Enc
Report Drawing
Quotation Acceptance
Terms & Conditions
Insurance Backed Guarantee Information Leaflet





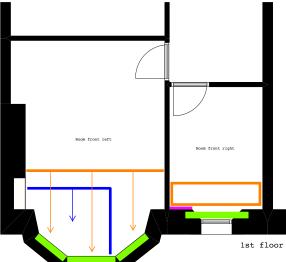


A7981 5 Orchard Park



Remove/replace timber safe lintels with concrete lintels Strip wall fabric full height, fix cavity drain membrane, re-frame/board where required and plaster to finish. Strip ceiling fabric and cornice. Fix new plasterboard and plaster to finish. Re-run cornice to match existing. Remove bressummer beam and replace with steel beams. Floor joist and wallplate repairs and floorboard removal/

Cut up door legs up to $600\,\mathrm{mm}$ and splice new pre-treated timber sections.







Correspondence Address:

8 Low Road Auchtermuchty KY14 7AU

Customer Service Telephone:

St Andrews: 01334 461065 Auchtermuchty: 01337 827282 Dunfermline: 01383 661177 Edinburgh: 0131 603 4643 Dollar: 01259 781648

e-mail: info@thepreservationcompany.co.uk **web:** www.thepreservationcompany.co.uk

REF: CW/A7981AA

27 February 2024

Re: 5 Orchard Park Crail, KY10 3RW

Further to our recent conversations, I can confirm the following:-

- 1. Remove wall fabric above doorway from ground floor room rear right into rear projection room right.
- 2. Remove decayed timber lintels and replace with pre-stressed concrete lintels.
- 3. Reinstate wall fabric and plaster to finish. No wall tiling to be reinstated.
- 4. Roofer to remove vegetation growth to gutter to rear elevation (street facing elevation).
- 5. Carry out slate repairs to bay window roof following ingress of water to ceiling of 1st floor room front left. Slate repairs also carried out around chimney. This does not mean that the whole roof is guaranteed.

The cost of the above works is £1.018 + VAT.







Building Solutions for Dampness, Fungal Decay and Timber Infestation

Should you have any questions relative to any of the detail herein, please do not hesitate to contact our office manager Gail Grindley by e-mailing gail@thepreservationcompany.co.uk or by calling Head Office on 01334 461065, and your enquiry will be timeously attended to.

Yours sincerely

Colin Wilks CSRT Surveyor









8 Low Road Auchtermuchty Fife, KY14 7AU T: ST ANDREWS: 01334 461065
T: DOLLAR: 01259 781648
T: EDINBURGH: 0131 603 4643
E: info@thepreservationcompany.co.uk
W: www.thepreservationcompany.co.uk

INVOICE: A7981 FULL DATE: 28 FEBRUARY 2024

PROPERTY ADDRESS (IF DIFFERENT):

5 Orchard Park Crail KY10 3RW

COMMENTS OR SPECIAL INSTRUCTIONS:

Quote Reference	Instructed By	TERMS
Q7981 – Full Invoice	Mr. Gordon Mcleod	7 DAYS

DESCRIPTION	TOTAL
To works as detailed in this Quotation Incorporating all labour and materials	£12,882.00
To additional works as detailed in report A7981A dated 4 December 2023.	£16,730.80
To additional works as discussed with Colin and as detailed in report A7981AA dated 27 Feb 2024	£1,018.00
To Insurance Backed Guarantee 2 no.– DPC / Insecticidal & Wet Rot [£35.00 Insurance plus £25.00 Administration plus 12% Insurance Premium Tax / £62.00 Insurance plus £25.00 Administration plus 12% Insurance Premium Tax]	£164.64
RECEIVED WITH THANKS	
SUBTOTAL	£30,795.44
V.A.T.	£6,126.16
DEPOSIT RECEIVED (15 NOVEMBER 2023)	-£3,864.60
ADD.WORKS DEPOSIT RECEIVED (5 DECEMBER 2023)	-£5,060.40
NOVEMBER INTERIM RECEIVED (5 DECEMBER 2023)	-£8,400.00
DECEMBER INTERIM RECEIVED (20 DECEMBER 2023)	-£15,135.00
TOTAL DUE	£4,461.60

Payment can be made by BACS, by cheque payable to The Preservation Company or by Debit or Credit Card

If you have any questions concerning this invoice, please contact Gavin White 01334 461065 or 01259 781648.

Thank you for your business!



Report no.	A7981/A7981A/A7981AA
Property Address	5 Orchard Park, Crail, KY10 3RW
Report Date	26 September/4 December 2023/27 February 2024
Date work completed	5 February 2024
Invoice Ref.	Q7981
Treatment Guaranteed	DPC/Wet Rot/Insecticidal

TERMS OF GUARANTEE Standard timber, & damp (incl. plastering) & structural waterproofing guarantee

The Preservation Company of Scotland Ltd hereinafter referred to as "The Company" hereby **GUARANTEES** that, save as hereinafter provided or as provided in the Company's standard Terms and Conditions of business applicable at the date of the Client's acceptance, in the event of the person entitled to the benefit of this Guarantee notifying the Company in writing within a period of **TWENTY YEARS (10 YEARS – Membrane)** from the date of completion of the work of:

- (i) any continuance or recurrence of infestation by wood-boring beetle or attack by wood-rotting fungi, in any of the timbers treated against such beetles or fungi respectively in the work carried out, or
- (ii) any recurrence of damp rising from the ground in any of the walls in which an installation for the cure of such damp was provided by the Company. Plastering as a direct result of the reoccurrence of Rising Damp, where carried out by The Preservation Company of Scotland Ltd.
- (iii) any free water penetration of the structural waterproofing system

The Company, upon production of this Guarantee and all original relevant survey reports, quotations, specifications, drawings, plans and receipted invoices, with any amendments thereto issued by the Company (photocopies will not be accepted), will arrange for these timbers or walls to be inspected at a mutually convenient time upon payment by such person of the Company's then current inspection fee, provided that the continuance or recurrence complained of is of a kind against which the Company carried out treatment in the area in which such continuance or recurrence has taken place.

- 2. If upon such inspection it appears to the Company that the treatment carried out by the Company was in any way defective so as to have resulted in the matters complained of, the Company will carry out, without further charge, such further work as shall to the Company appear to be necessary to remedy such defects and will reimburse in full the inspection fee paid.
- 3. This Guarantee does not cover any loss (including consequential loss see 9 below) or damage sustained by the person entitled to the benefit of this Guarantee save as set out in 2 above, whether caused by the Company's negligence or otherwise.
- 4. This Guarantee shall be of no validity or effect and shall be unenforceable against the Company in any one or more of the following circumstances:
- (a) where the person entitled to the benefit of this Guarantee does not give written notice of the claim under this Guarantee to be received by the Company within three months from the date upon which the existence of such a claim could, with the exercise of reasonable diligence by a continuous occupier of the affected premises, have been discovered;
- (b) where all Associated Building Works advised or recommended by the Company prior to, at the time of, or subsequent to, treatment carried out by the Company were not fully carried out effectively with good and proper materials and in a workmanlike manner by the Client's contractor, within 12 weeks of the said advice or recommendation proof of which shall be by dated specifications and receipted invoices of the Clients contractor;
- (c) where the Client failed to pay the full price, any properly payable additional costs, and any interest due within six months of the date upon which the same fell due;
- (d) where the property has not been kept in a good and proper state of maintenance including, by way of example only, maintenance of rain water goods and disposal systems, soil and waste disposal, hot and cold water systems, internal and external ground levels relative to damp-proofing courses and internal floor levels, adequate sub-floor through ventilation and general structure of the property;

- (e) where the moisture content in any timber treated by the Company has been allowed to exceed 20% at any time subsequent to the treatment by the Company;
- (f) where any recommendation given by the Company has not been complied with, whether such recommendation was given in the Company's report/quotation, or by separate leaflets relating to Plastering and Rendering Specifications or any details which are the Client's responsibility, or orally during the treatment or otherwise;
- (g) where, subsequent to the completion of treatment by the Company, there has been any disturbance to the works carried out by the Company, whether by way of attempted repairs, structural alterations, settlement of the building or otherwise.
- (h) where pumps and channels are an integral part of the waterproofing system and are not maintained and serviced at the intervals recommended by the Company.
- 5. This Guarantee is to be read subject to, and is limited by, the Company's standard Terms and Conditions of business current at the date of the Client's acceptance of the Company's offer to carry out the treatment which shall be deemed to be incorporated herein. In the event of any ambiguity or uncertainty arising the Terms and Conditions of this guarantee shall apply.
- 6. For the purposes of this Guarantee and the Contracts (Rights of Third Parties) Act 1999, the person entitled to the benefit of the rights conferred by this Guarantee shall be the owner from time to time of the Property ("the Relevant Third Party") provided always that the Relevant Third Party acknowledges and agrees that its rights under this Guarantee shall be subject to the terms and conditions set out in this Guarantee.
- 7. The Company shall be entitled in any action or proceedings by any Relevant Third Party to rely on any term in the Guarantee and to raise any equivalent rights in defence of liability as it would have against the Client or any previous Relevant Third Party. Furthermore, the Relevant Third Party agrees that it will be bound by any previous acts, omissions or default of the Client or any previous Relevant Third Party.
- 8. All consequential losses are excluded from this Guarantee, and for the purposes of this Guarantee consequential loss means any indirect, special or consequential damages or losses suffered or incurred by the Guarantee holder and for the purposes of this guarantee indirect, special or consequential damages or losses shall include, but not be limited to damages to or losses of data, furniture or equipment, economic loss or damage, damage to or loss of profits, interest, business revenue, anticipated savings, business or goodwill, any losses costs or expenses which are not directly incurred by the Guarantee holder wholly in respect of or which are additional to the remedial work for which indemnity is provided by this guarantee, the costs and expenses of any redecoration, repainting or retiling work, the costs and expenses of removing and/or replacing any cupboards, carpets or other furniture, or any other fixtures or fittings and the incurring of liability for losses or damages of any nature whatsoever suffered by third parties (including in each case incidental and/or punitive damages), even if the Company is advised in advance of the possibility of any such losses and/or damages.
- 9. In the event of you wishing to make a claim under this guarantee, a fee (at the rate prevailing at the time of the claim) is payable and the following **ORIGINAL** documents must be produced by you:
- (a) Report(s), estimate and any drawings or plans relating to it; (b) Receipted invoice or proof of payment; (c) This guarantee

If the claim is justified, your payment will be returned in full. If your claim cannot be processed due to incomplete documentation or you decide not to pursue your claim, then an administration fee (at the rate prevailing at the time of the claim) will be deducted and the balance will be refunded.

10. In the event of a dispute arising under this guarantee as to the amount to be paid or the work to be performed the dispute may by agreement between the parties be referred for determination by an expert chosen by mutual agreement between the parties. If the parties are unable to agree on an expert within 7 days after the request by one party to another or if the expert agreed upon is unable or unwilling to act either party may apply to the Director of the Property Care Association for the appointment of a suitably qualified and experienced expert for the dispute in question.

Signature:

Terms & Conditions

1.0 Interpretation

1.1 The following words in **bold** will have the following specific meanings in these terms:

Company means The Preservation Company Limited, incorporated under the Companies Acts (registered number SC359187) and having its registered office at 6 Atholl Crescent, Perth, PH1 5JN;

Conditions means these terms and conditions;

Consumer means the person named in the Quotation to whom the Company is providing Treatments:

Contract means the contract between the Company and the Consumer for the provision of the Treatments and any related works; incorporating these Conditions and the Quotation;

Deposit means any deposit specified in the Quotation;

Final Invoice means the invoice sent to the Consumer upon payment of the Final Invoice;

Initial Inspection means any inspection defined as an "Initial Inspection" in the Quotation or in correspondence provided to the Consumer;

Interim Invoice means any invoice issued to the Consumer after the commencement of the Treatments but before the Final Invoice;

Materials means any materials whatsoever which are used in carrying out the Treatments or used in any other work which is undertaken by the Company;

Property means the property specified in the Quotation, where the Treatments and related works are to take place;

Quotation means any Quotation, statement of indicative costs, budget and/or proposal given to the Consumer;

Treatments means the treatments specified in the Quotation and any other works as agreed with the Consumer.

- 1.2 The words defined in the Quotation and these Conditions shall have the same meaning in all correspondence between the Company and the Consumer, unless it is explicitly stated otherwise.
- **1.3** Words in the singular include the plural and in the plural include the singular; and a reference to one gender includes a reference to the other gender.
- **1.4** Condition headings do not affect the interpretation of these conditions.

2.0 Application of Terms

2.1 The Company will rely upon the written terms set out in these Conditions and in the Quotation. Please read them carefully. If the Consumer requires any explanations about

these Conditions then please contact the Company.

2.2 If any amendments to these Conditions are required the Consumer must confirm these in writing and they must be agreed by an authorised representative of the Company.

3.0 Scope of Initial Inspection

- 3.1 The Treatments recommended in the Quotation relate only to the infestation or attack discovered during the Initial Inspection and the price detailed in the Quotation is limited accordingly. No warranty or representation is made that no further infestation or outbreak exists. It should be realised that fungus may have spread into areas where inspection was not possible during the Initial Inspection. In some cases defects may only be discovered when technicians uncover an area. In the case that further defects are discovered this will be discussed fully with the Consumer upon discovery. Interim invoices will be issued for any extra work which is carried out, beyond the scope of the Quotation.
- **3.2** Whilst all our surveyors and operatives have completed basic training in respect of asbestos awareness, we are not asbestos specialists. In order to comply with HSE legislation, any textured plaster wall/ceiling finishes or materials that we suspect may contain asbestos within the "Treatment" areas will have to be tested by an approved asbestos specialist contractor. If you are aware of any asbestos within the property, we would be appreciative if you can inform us as soon as possible.

4.0 The Company's Obligations to the Consumer

- **4.1** The Company will carry out the Treatments with all reasonable skill and care, to the requirements of the Contract and in such a way in which inconvenience to others is minimised. All materials used will be of good quality. All completed work shall be of good quality and work shall be carried out in the order most likely to lead to a satisfactory job.
- **4.2** The Company shall advise the Consumer on all relevant safety issues associated with the required Treatments.
- **4.3** The Company will carry out the Treatments as specified in the timetable agreed by the Consumer. This timetable will be agreed verbally after the Company receives acceptance of the Quotation.
- **4.4** The Company may adjust the timetable after discussing this with the Consumer and in accordance with Condition 8 of these Conditions.
- **4.5** If, for whatever reason, there us any delay, suspension of cancellation of the undertaking of the Treatments then Condition 9 of these Conditions will apply.
- **4.6** The company will provide the Consumer with a Guarantee that covers the Treatments, in accordance with Condition 10 of these Conditions. The terms of the Guarantee will be

explained to the Consumer both in writing and verbally.

- **4.7** When replacing lifted insulation material within a roof void (especially given the often very restricted access space) it is not always possible to replicate the positioning of the previously lifted material.
- **4.8** We shall endeavour to carry out all work with the utmost care and consideration to the property. However, due to the nature of the treatments, it is possible that some chemical seepage may occur. This may affect internal decorated surface (such as when a spray treatment to a roof void is undertaken). As this is beyond our control, we cannot be liable for any redecoration which may be required.
- **4.9** The Company have appropriate insurance to cover possible third party damage, which may be caused by any of the Company's activities in carrying out the work to the Property.

5.0 The Consumer's Obligations to the Company

- **5.1** The Consumer's main obligation to the Company is to make the payments due to the Company. These payments and when they fall are detailed in the Quotation.
- **5.2** The Consumer is not entitled due to any minor defect to withhold more than a proportionate amount of the outstanding balance. If the Consumer does withhold any amount after the due date because of any minor defect, notice must be given to the Company before the final date on which payment is due. This notice must also state the reasons payment is being withheld.
- **5.3** If the Consumer fails to pay the amount specified in any invoice by the due date then the Company may charge interest until the full amount is paid. The interest rate charged by the Company will be four % above the base rate set by the Royal Bank of Scotland.
- **5.4** If the Consumer has failed to pay the amount specified in any invoice by fourteen days after the due date, the Company reserves the right to terminate the Contract. In the event of termination, no outstanding work will be completed in the Property and the Company will not issue a Guarantee on the work which has been completed.
- **5.5** In the event of legal action for non-payment, the Consumer shall be responsible for all costs allowable by the Courts if an award is made in the Company's favour.
- **5.6** The Consumer must agree to provide the following for the Company's use, free of charge:
- **5.6.1** water, washing facilities and toilets;
- **5.6.2** electricity supply;
- 5.6.3 adequate storage space; and
- **5.6.4** safe and easy access to the Property from the public highway.

- **5.7** The Consumer must arrange for the removal of all fixtures, fittings, floor coverings, furniture and food stuffs from areas requiring Treatment, prior to the Company's arrival at the Property. These fixtures and areas will be set out in the Quotation.
- **5.8** Should the Consumer be in breach of Conditions 5.6 or 5.7 of these Conditions, he or she may incur additional costs due to delay and/or provision of additional services. The Consumer may be required to pay reasonable compensation to cover those extra costs.

6.0 Delivery, Title & Risk

- **6.1** Where the Consumer's money has been used to make specific purchases on the Consumer's behalf, then legal title to those Materials, or the proportion of them that the Consumer has paid for, will pass to the Consumer. The Company will then either deliver them to the Consumer or label them as belonging to the Consumer. Where the Materials are stored by the Company, the Company will keep those Materials separate from Materials belonging to the Company and those of third parties. The Company will also keep those Materials stored, protected, insured and identified as the Consumer's property until they are delivered to the Consumer. The Consumer will be able to inspect the Materials and/or repossess them.
- **6.2** Materials belonging to the Company may be delivered to the Site. If the Contract is terminated early for reasons detailed in Conditions 9.2 or 9.3 of these Conditions then, with reasonable notice, the Consumer must return and deliver the Materials to the Company. If this happens, the Company will reimburse the Consumer if any of the Consumer's money was used to purchase a proportion of the Materials. If the Consumer does not return the Materials to the Company, the Company retains the right to take legal proceedings to recover the Materials or their value.
- **6.3** If the Contract is terminated early for reasons detailed under Conditions 9.1, 9.5 or 9.6 of these Conditions then, with reasonable notice, the Consumer must return and deliver the Materials to the Company. If this happens the Consumer may have to pay compensation for reasonable costs or losses reasonably incurred
- **6.4** Until ownership of the Materials passes to the Consumer, the Consumer must:
- **6.4.1** store the Materials separately in such a way that they remain readily identifiable as the Company's property;
- **6.4.2** not destroy, deface or obscure any identifying mark or packaging on or relating to the Materials;
- **6.4.3** maintain the Materials in a satisfactory condition.

7.0 Unexpected Work

- **7.1** The cost of the Company's initial recommended Treatments and associated work are detailed in the attached Quotation. This price is based on the assumption that the work in each item can be carried out in one continuous operation.
- **7.2** Where unexpected work arises, the Company will inform the Consumer and ascertain how the Consumer wishes to proceed. The Company reserves the right to issue Interim Invoices for any unexpected works carried out with the prior consent of the Consumer.
- **7.3** The Company will make every effort to complete any unexpected work by the timescales agreed with the Consumer. This should be read in conjunction with Condition 8 of these Conditions.

8.0 Changes to Agreed Timetable

- **8.1** The Company will make every effort to complete the work by the timescales agreed with the Consumer. The Consumer should appreciate, however, that sometimes delays may occur for reasons beyond the Company's control. The Company cannot be held responsible for these delays. If such delays occur the Company will complete the work as soon as possible.
- **8.2** The Consumer will be entitled to compensation if the Company causes significant or unreasonable delay due to factors within the Company's control. In the case of major delays to the Treatments being carried out, the Consumer will be entitled to cancel the Contract as detailed in Condition 9.2 of these Conditions.
- **8.3** The Company will seek to accommodate small delays caused by the Consumer without recourse to compensation.
- **8.4** If the work is delayed or lasts longer than expected, for any reason within the Consumer's control, the Company will adjust the price accordingly.

9.0 Cancellation of this Contract

- **9.1** If the Consumer cancels the Contract before the work is complete, then the Consumer may have to pay compensation for costs or losses reasonably incurred. The Company will endeavour to keep these costs to a minimum. The Company reserves the right to retain all of the Consumer's deposits, if applicable, as a contribution.
- **9.2** If there is a serious delay to the Treatments being carried out for reasons that are outside the control of the Consumer but within the Company's control, then the Consumer will be entitled to cancel the Contract and receive a full refund
- **9.3.1** cancel the Contract and receive an appropriate refund; or

- **9.3.2.** request a repair or replacement; or
- 9.3.3 ask for compensation.
- **9.4** The Consumer may seek these remedies if the Treatments are incorrectly carried out or not fit for purpose. The Consumer cannot seek these remedies for changing his or her mind about the Contract or for deciding that he or she no longer wants some or all of the specified Treatments.
- **9.5** If the Consumer is in serious breach of his or her obligations as set out in this Contract and in the Quotation and he or she fails to remedy that breach within 14 days of receiving written notice from the Company about that breach, then the Company has a right to cancel the Contract. The Company will give the Consumer reasonable opportunity to rectify the breach.
- **9.6** If the Consumer does not pay all sums due within 14 days of receiving the invoice, then the Company has a right to cancel the Contract. Any outstanding work will not be completed and there shall be no Guarantee issued to the Consumer.
- **9.7** If the Company suffers a loss as a result of the Consumer's breach of Contract, the Company will take reasonable steps to prevent the loss from getting worse. If the Consumer's breach of Contract leads to a cancellation then the Consumer may have to pay compensation for reasonable costs or losses reasonably incurred.

10.0 The Guarantee

- **10.1** Upon full payment of the Final Invoice, the Company will issue to the Consumer their 20 year (insurance backed to 10 years maximum where applicable) Guarantee. (10 years in respect of lateral waterproofing membrane).
- **10.2** The Company reserves the right to charge a re-inspection fee for any call out on a Guarantee enquiry relating to previous Treatments or repairs. In the event that this re-inspection leads to any re-treatment works, then the re-inspection fee will be refunded in full. Any necessary re-treatment will be carried out free of charge provided the Property has been maintained in a wind and watertight condition.
- **10.3** When treatment has been carried out for the prevention or eradication of fungal attack of timber or masonry, or damp proof insertion, the Guarantee is conditional upon the following:
- 10.3.1 satisfactory completion of any alteration or repair work recommended by the Company (including external observations as detailed in the Quotation); and
- **10.3.2** the Property remaining wind and watertight and free from any significant internal water escape.
- 10.4 In the event that replastering of wall surfaces where plastered onto the hard is to be undertaken by external contractors as arranged by the Consumer, the Consumer must seek guidance from the Company as to the

specifications of the plaster used. The use of an inappropriate material may invalidate the Guarantee.

- 10.5 Should we and where detailed apply a resin floor coating to specified sections of solid floor surface, it is essential that when refitting floor coverings, that they must not be secured by means of tacks or gripper strips. Puncture of the resin surface coating will invalidate any Guarantee on this section of work.
- 10.6 On no account should any fixings be secured to the membrane surfaces other than through the manufacturers plugs installed by The Preservation Company Ltd and as agreed prior. Any break or puncture to the seal caused by others will invalidate our Guarantee. Our Guarantee in respect of lateral membranes is restricted to 10 years which is the industry standard. The pump guarantee is restricted to one year unless our yearly service contract is agreed. BS8102 (2009) is the "code of practice" for protection of below ground structures against water from the ground.
- **10.7** The Guarantee will not cover any areas of the property which are not treated to the Company's recommended specifications.
- **10.8** The Guarantee will not cover any areas of the Property which have been repaired, altered or added to by others upon completion of the Treatments unless such proposed alterations are approved by the Company in writing before they are undertaken.
- 10.9 The Guarantee is applicable to the Property during the period it is in force to any subsequent owner or owners of the Property. In the event of the sale of the Property, the Guarantee shall be assigned to any subsequent owner of the Property.
- **10.10** Any claims under the Guarantee must be made in writing, sent by registered post, to the Company's registered office.

11.0 Conciliation and Arbitration

In the event that there is a dispute as to these Conditions or the Contact or the nature and quality of the Treatments provided the parties shall refer the matter in dispute to an independent third party (to be agreed between them) to be appointed to determine the issue at dispute. In the event that the parties cannot agree such independent third party, or following seven days after notice by either party of its wish to initiate dispute resolution proceedings, no independent third party is appointed either party may refer the matter in dispute to the President (for the time being) of The Law Society of Scotland, who shall have power to adjudicate or refer the matter to a person with suitable experience in the subject matter of the dispute to determine the issue of dispute (acting as an expert rather than an arbiter). The costs and expenses of such independent party or President of The Law Society of Scotland or such expert shall be in the award of the independent third party, President or such expert, as appropriate, failing which they shall be split equally between the parties. The parties shall be bound by any decision of

such independent third party, the President or such expert, as appropriate, appointed under this condition.

12.0 General

- **12.1** Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.
- 12.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- **12.3** Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
- **12.4** Any waiver by the Company of any breach of, or any default under, or any provision of the Contract by the Consumer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- **12.5** The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the doctrine of *jus quaesitum tertio* by any person that is not a party to it.
- **12.6** The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by Scottish law and the parties submit to the exclusive jurisdiction of the Scottish courts.



Our Services:

- > Wet & dry rot
- ➤ Rising and penetrating dampness
- ➤ Wood Borer infestation
- > Flood restoration
- ➤ Basement water management

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