

**GRAHAM + SIBBALD**

Delivering More. Caring More.

# Home Report

13 Alloway Avenue  
Kilmarnock KA3 7DB

Date of Valuation: 16/09/2024

**UK Chartered Surveyors  
and Property Consultants**

[g-s.co.uk](http://g-s.co.uk)

# single survey

## survey report on:

<b>Property address</b>	13 Alloway Avenue Kilmarnock KA3 7DB
<b>Customer</b>	Billy & Heather Stewart
<b>Prepared by</b>	Graham + Sibbald LLP

# 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.

<b>Description</b>	A purpose built first floor flat contained within a two storey block of two flats (ex-Local Authority).
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<b>Accommodation</b>	Ground Floor: Entrance vestibule/stairwell. First Floor: Landing, bedroom, lounge, kitchen and bathroom.
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<b>Gross internal floor area (m<sup>2</sup>)</b>	Approximately 57
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<b>Neighbourhood and location</b>	The property is situated within an established Local Authority housing development where a number of properties now appear privately owned. Local amenities can be found within a reasonable commute.
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<b>Age (year built)</b>	Circa 1935 (89 years old)
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<b>Weather</b>	Sunny and dry. Weather over recent weeks has been unsettled.
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<b>Chimney stacks</b>	<p>Assumed to be of brick construction with a rendered finish and metal flashings.</p> <p>Visually inspected with the aid of binoculars where appropriate.</p>
<b>Roofing including roof space</b>	<p>The roof is of pitched/hipped design and is overlaid with slates with a tiled ridge.</p> <p>I was able to view the roof structure via a ceiling hatch from the first floor landing. The roof is of timber truss construction with timber sarking boards. Glass wool insulation has been laid in between and over ceiling joists.</p> <p>Sloping roofs were visually inspected with the aid of binoculars where appropriate.</p> <p>Roof spaces were visually inspected and were entered where there was safe and reasonable access, normally defined as being from a 3m ladder within the property. If this is not possible, then physical access to the roof space may be taken by other means if the Surveyor deems it safe and reasonable to do so.</p>
<b>Rainwater fittings</b>	<p>Gutters and downpipes are formed in PVC materials and cast iron.</p> <p>Visually inspected with the aid of binoculars where appropriate.</p>
<b>Main walls</b>	<p>Outer walls appear to be of cavity brick construction with a rendered finish. There is evidence of cavity wall insulation however, this should be confirmed.</p> <p>Visually inspected with the aid of binoculars where appropriate. Foundations and concealed parts were not exposed or inspected.</p>

<b>Windows, external doors and joinery</b>	<p>Access to the property is via a PVC door to the entrance vestibule.</p> <p>The subjects are fitted with UPVC double glazed windows. There is a PVC single glazed window within the kitchen.</p> <p>Internal and external doors were opened and closed where keys were available.</p> <p>Random windows were opened and closed where possible.</p> <p>Doors and windows were not forced open.</p>
<b>External decorations</b>	<p>No significant external decoration.</p>
<b>Conservatories / porches</b>	<p>None.</p>
<b>Communal areas</b>	<p>None.</p>
<b>Garages and permanent outbuildings</b>	<p>None.</p>
<b>Outside areas and boundaries</b>	<p>Garden grounds are hard landscaped with other areas laid to lawn. These are bounded by hedging.</p> <p>Visually inspected.</p>
<b>Ceilings</b>	<p>Assumed to be of lath and plaster materials and dry lined with plasterboard sheets.</p> <p>Visually inspected from floor level.</p>

<b>Internal walls</b>	<p>Plastered on the hard.</p> <p>Visually inspected from floor level.</p> <p>Using a moisture meter, walls were randomly tested for dampness where considered appropriate.</p>
<b>Floors including sub floors</b>	<p>Flooring appears to be of suspended timber.</p> <p>Surfaces of exposed floors were visually inspected. No carpets or floor coverings were lifted.</p>
<b>Internal joinery and kitchen fittings</b>	<p>There are floor and wall mounted units in the kitchen.</p> <p>Internal doors are of timber and glazed design.</p> <p>Built-in cupboards were looked into but no stored items were moved.</p> <p>Kitchen units were visually inspected excluding appliances.</p>
<b>Chimney breasts and fireplaces</b>	<p>All fireplaces have been boarded over.</p> <p>Visually inspected. No testing of the flues or fittings was carried out.</p>
<b>Internal decorations</b>	<p>Generally painted and papered with tiling in some apartments.</p> <p>Visually inspected.</p>
<b>Cellars</b>	<p>None.</p>

<p><b>Electricity</b></p>	<p>Mains supply. The consumer unit and meter are located within the entrance vestibule. Visible wiring is of PVC coated cabling and there are electrical sockets throughout.</p> <p>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.</p>
<p><b>Gas</b></p>	<p>Mains supply. The meter is located within the kitchen.</p> <p>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.</p>
<p><b>Water, plumbing, bathroom fittings</b></p>	<p>Mains supply. Visible pipework is of copper and PVC materials.</p> <p>The bathroom comprises of a standard 3 piece suite with an electric shower over the bath.</p> <p>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.</p> <p>It should be appreciated that concealed areas beneath and around baths and shower trays could not be inspected. Water spillage in these areas can result in dampness/decay and no comment can be made on inaccessible areas. Waterproof seals in sanitary areas should be checked and maintained on a regular basis.</p>

<b>Heating and hot water</b>	<p>Space heating is provided by a gas fired system of radiators throughout. The system is fired by the "Alpha" boiler which is located within the kitchen.</p> <p>Accessible parts of the system were visually inspected apart from communal systems, which were not inspected. No tests whatsoever were carried out to the system or appliances.</p>
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<b>Drainage</b>	<p>Drainage is assumed to be connected to the mains sewer.</p> <p>Drainage covers etc were not lifted.</p> <p>Neither drains nor drainage systems were tested.</p>
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<b>Fire, smoke and burglar alarms</b>	<p>Smoke alarms have been installed.</p> <p>Visually inspected.</p> <p>No tests whatsoever were carried out to the system or appliances.</p> <p>New smoke alarm standards were introduced in Scotland in February 2022 and it is likely that some properties may require additional works to meet these standards. In instances where alarms are in place, no tests whatsoever have been carried out and we cannot confirm if the system complies with the most recent regulations. Any potential purchaser should satisfy themselves as to whether the current system meets with regulations or otherwise.</p>
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### Additional limits to inspection

At the time of inspection the property was vacant and unfurnished however, floors were covered. These have not been disturbed.

Due to fitted carpets and floor coverings no detailed inspection was possible of the floor timbers and accordingly we cannot guarantee their soundness or otherwise.

Parts of the property, which are covered, unexposed or inaccessible, cannot be guaranteed to be free from defect.

Random testing for dampness was undertaken internally with the use of a moisture meter where accessible and considered appropriate.

Random windows and doors are opened but not all and inspections can be restricted by window blinds, curtains, ornaments etc. Handles, locks and opening mechanisms can deteriorate through usage and repair or replacement can be anticipated on an ad hoc basis. No assurances can be provided that all window fittings are functional.

Stormy weather conditions have been experienced in recent times. Inspection from ground level may not identify minor defects which could then prove to be problematic when subjected to such conditions. It is therefore important that, where applicable, roof coverings, chimney stacks, valleys, flashings and rainwater goods (this is not an exhaustive list) are well maintained and are regularly checked. If severe weather is experienced it is essential that a visual check is made to such areas and specialist advice sought if defects are noted.

My inspection of the roof space was restricted to the floored area only and was further limited due to high levels of insulation materials. These have not been disturbed.

No sub-floor inspection was possible.

It is outwith the scope of this inspection to determine whether or not asbestos based products are present within the property. Asbestos was widely used in the building industry until around 1999, when it became a banned substance. If you have any concerns you should engage the services of a qualified asbestos surveyor.

Only the subject flat and internal communal areas giving access to the flat were inspected.

If the roof space or under-building / basement is communal, reasonable and safe access is not always possible. If no inspection was possible, this will be stated. If no inspection was possible, the

	<p>surveyor will assume that there are no defects that will have a material effect on the valuation.</p> <p>The building containing the flat, including any external communal areas, was visually inspected only to the extent that the surveyor is able to give an opinion on the general condition and standard of maintenance.</p> <p>No inspection for Japanese Knotweed was carried out and unless otherwise stated for the purpose of this report, it is assumed that there is no Japanese Knotweed within the boundaries of the property or neighbouring properties.</p> <p>It should be appreciated that the Home Report inspection is a non-disruptive visual inspection of the property as at the date of inspection and that we are unable to inspect parts of the property which are concealed or covered by floor coverings or contents in place at that time. Once vacant, defects may be apparent that could not be detected during our survey. Changing weather conditions can also affect aspects of the property which would not be apparent at the time of inspection.</p>
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## Sectional Diagram showing elements of a typical house






1	Chimney pots
2	Coping stone
3	Chimney head
4	Flashing
5	Ridge ventilation
6	Ridge board
7	Slates/tiles
8	Valley guttering
9	Dormer projection
10	Dormer flashing
11	Dormer cheeks
12	Sarking
13	Roof felt
14	Trusses
15	Collar
16	Insulation
17	Parapet gutter
18	Eaves guttering
19	Rainwater downpipe
20	Verge boards / skewes
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
37	Floor joists
38	Floorboards
39	Water tank
40	Hot water tank

Reference may be made in this report to some or all of the above component parts of the property. This diagram may assist you in locating and understanding these items.

## 2. Condition

This section identifies problems and tells you about the urgency of any repairs by using one of the following three categories:

Category 3	Category 2	Category 1
Urgent repairs or replacement are needed now. Failure to deal with them may cause problems to other parts of the property or cause a safety hazard. Estimates for repairs or replacement are needed now.	Repairs or replacement requiring future attention, but estimates are still advised.	No immediate action or repair is needed.

	<b>Structural movement</b>	
Repair	1	
Notes	There is evidence of settlement in the building noted. This is not inconsistent with a property of this age and type and is considered longstanding.	
	<b>Dampness, rot and infestation</b>	
Repair category	2	
Notes	<p>Damp staining and high moisture readings were recorded to a chimney breast and there may be a risk of further dampness in concealed parts of the building. Prolonged dampness can increase the risk of timber defects. It is important to remedy water ingress timeously to prevent deterioration of the building.</p> <p>There is evidence of condensation. This may be alleviated by a proper balance of heating and ventilation.</p> <p>An infestation of wood boring insects was noted to visible timbers in the roof space. This can be treated by a timber/damp specialist.</p>	
	<b>Chimney stacks</b>	

Repair category	2
Notes	<p>General weathering and cracked/damaged render was noted.</p> <p>Chimney stacks are frequently troublesome and are often a source of dampness/water ingress. On-going monitoring/maintenance can be anticipated. It may be prudent to have the chimney stack inspected prior to purchase.</p>



## Roofing including roof space

Repair category	2
Notes	<p>There are a some broken and loose slates together with staining to roof timbers. A reputable roofing contractor can be asked to inspect the roof structure to advise on all necessary repairs to ensure wind and water tightness. Inspection at close quarters may reveal further deterioration/damage to roofing materials, especially where these are original. Regular maintenance is anticipated until replacement.</p> <p>Natural slates have an expected lifespan of up to 100 years or more depending on slate quality, source, thickness and cutting skill of the slater. Slates will deteriorate over time; nail fixings will corrode and loosen resulting in on-going maintenance requirements. Close quarter and disruptive inspections may reveal damage to roofing materials, especially where these are original. Regular maintenance should be anticipated particularly after adverse weather conditions.</p> <p>An infestation of wood boring insects was noted (see section Dampness, Rot and Infestation).</p>












## Rainwater fittings






Repair category	2
Notes	Corrosion was noted to remaining cast iron sections.





## Main walls


Repair category	1
Notes	General weathering/staining was noted.
	<b>Windows, external doors and joinery</b>
Repair category	2
Notes	<p>Window units are of an older type and showing signs of age. There are failed window seals.</p> <p>The seals to double-glazed units can often fail resulting in condensation between the panes of glass. Failed sealed units can go undetected in certain weather/daylighting conditions, although such failings are not considered to be significant because the window remains functional albeit not as double glazing. This can occur without warning and may only be seen in certain weather conditions.</p>
	<b>External decorations</b>
Repair category	N/A
Notes	
	<b>Conservatories / porches</b>
Repair category	N/A
Notes	
	<b>Communal areas</b>
Repair category	N/A
Notes	

	<h2 style="text-align: center;">Garages and permanent outbuildings</h2>	
Repair category	N/A	
Notes		
	<h2 style="text-align: center;">Outside areas and boundaries</h2>	
Repair category	2	
Notes	Garden grounds are overgrown and require tending/maintenance.  Spalling brickwork was noted to brick walls at the steps leading to the block.	
	<h2 style="text-align: center;">Ceilings</h2>	
Repair category	1	
Notes	There are textured finishes which may contain asbestos.	
	<h2 style="text-align: center;">Internal walls</h2>	
Repair category	1	
Notes	No significant defects noted within the limitations of the inspection.	
	<h2 style="text-align: center;">Floors including sub-floors</h2>	
Repair category	1	
Notes	Creaking flooring was noted.  It is not unusual to discover areas of past water spillage when floor coverings are removed in kitchen and bathroom compartments, revealing the need for further repair and maintenance work.	

	<h2 style="margin: 0;">Internal joinery and kitchen fittings</h2>	
Repair category	2	
Notes	<p>Kitchen units are of an older type and showing signs of age.</p> <p>Glazed inserts to interior doors may not be of appropriate toughened glass or meet the recognised Building Standards.</p>	
	<h2 style="margin: 0;">Chimney breasts and fireplaces</h2>	
Repair category	2	
Notes	<p>Ideally, boarded over fireplaces should be ventilated to prevent the build up of moisture/condensation.</p> <p>Damp staining and high moisture readings were recorded (see section Dampness, Rot and Infestation).</p>	
	<h2 style="margin: 0;">Internal decorations</h2>	
Repair category	2	
Notes	Marked, stained and scored décor was noted throughout.	
	<h2 style="margin: 0;">Cellars</h2>	
Repair category	N/A	
Notes		
	<h2 style="margin: 0;">Electricity</h2>	
Repair category	1	



Notes	The Institution of Engineering and Technology recommends that inspections and testing are undertaken at least every ten years and on a change of occupancy. It should be appreciated that only the most recently constructed or re-wired properties will have installations which fully comply with IET regulations.
	<b>Gas</b>
Repair category	1
Notes	All gas appliances and equipment should regularly be inspected, tested, maintained and serviced by a competent person in line with the manufacturer's instructions. This is important to make sure the equipment is working correctly and limit the risk of fire and carbon monoxide poisoning and to prevent carbon dioxide and other greenhouse gases leaking into the air. For more advice, contact the Gas Safe Register.
	<b>Water, plumbing and bathroom fittings</b>
Repair category	1
Notes	<p>Mould growth/discolouration was noted to seals.</p> <p>It should be appreciated that concealed areas beneath and around baths and shower trays could not be inspected. Water spillage in these areas can result in dampness/decay and no comment can be made on inaccessible areas. Waterproof seals in sanitary areas should be checked and maintained on a regular basis.</p>
	<b>Heating and hot water</b>
Repair category	2

Notes	<p>The seller has advised the boiler is on a service plan.</p> <p>A gas fired central heating system has been installed. This will require ongoing and regular servicing.</p> <p>The central heating system is assumed to have been suitably serviced throughout its history and a copy of relevant documentation in this regard should be obtained prior to purchase. This is assumed to be in order.</p> <p>Informed opinion suggests that boilers have a life expectancy between 10 and 20 years depending on the quality of the boiler and whether or not regular maintenance has been carried out. Future repair or replacement should be anticipated.</p>
	<h2 style="margin: 0;">Drainage</h2>
Repair category	1
Notes	<p>The property is thought to be connected to a main sewer. There was no surface evidence to suggest the system is choked or leaking.</p>

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

### Category 3

Urgent repairs or replacement are needed now. Failure to deal with them may cause problems to other parts of the property or cause a safety hazard. Estimates for repairs or replacement are needed now.

### Category 2

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

### Category 1

No immediate action or repair is needed.

#### Remember

The cost of repairs may influence the amount someone is prepared to pay for the property. We recommend that relevant estimates and reports are obtained in your own name.

#### Warning

If left unattended, even for a relatively short period, Category 2 repairs can rapidly develop into more serious Category 3 repairs. The existence of Category 2 or Category 3 repairs may have an adverse effect on marketability, value and the sale price ultimately achieved for the property. This is particularly true during slow market conditions where the effect can be considerable.

### 3. Accessibility information

#### Guidance notes on accessibility information

Three steps or fewer to a main entrance door of the property: In flatted developments the ‘main entrance’ would be the flat’s own entrance door, not the external door to the communal stair. The ‘three steps or fewer’ are counted from external ground level to the flat’s entrance door. Where a lift is present, the count is based on the number of steps climbed when using the lift.

Unrestricted parking within 25 metres: For this purpose, ‘Unrestricted parking’ includes parking available by means of a parking permit. Restricted parking includes parking that is subject to parking restrictions, as indicated by the presence of solid yellow, red or white lines at the edge of the road or by a parking control sign, parking meters or other coin-operated machines.

1. Which floor (s) is the living accommodation on?	First			
2. Are there three steps or fewer to a main entrance to a property?	Yes		No	<b>X</b>
3. Is there a lift to the main entrance door of the property?	Yes		No	<b>X</b>
4. Are all door openings greater than 750mm?	Yes		No	<b>X</b>
5. Is there a toilet on the same level as the living room and kitchen?	Yes	<b>X</b>	No	
6. Is there a toilet on the same level as a bedroom?	Yes	<b>X</b>	No	
7. Are all rooms on the same level with no internal steps or stairs?	Yes	<b>X</b>	No	
8. Is there unrestricted parking within 25 metres of an entrance door to the building?	Yes	<b>X</b>	No	

#### 4. Valuation and conveyance issues

This section highlights information that should be checked with a solicitor or licensed conveyancer. It also gives an opinion of market value and an estimated cost for insurance purposes.

##### **Matters for a solicitor or licensed conveyancer**

We are unaware of any adverse planning proposals affecting the subjects although this should be confirmed by obtaining a Property Enquiry Certificate.

Absolute Ownership assumed. We are unaware of any easements, servitudes or rights of way which may adversely affect the property. This point should be confirmed by reference to the Title Deeds.

It is recommended that where repairs, defects or maintenance items have been identified interested parties make appropriate enquiries in order to satisfy themselves of potential costs and the extent of the works required prior to submitting a legal offer to purchase.

The subjects form part of a block of flats and it has been assumed that maintenance/repair costs of the common parts of the building and external grounds will be shared on an equitable basis with the adjoining proprietors. It is therefore assumed that the costs of repairs detailed within this report which relate to these areas should be apportioned accordingly, although exact liability 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.

##### **Estimated reinstatement cost for insurance purposes**

**£170,000**

It is assumed that insurance cover is obtainable on normal terms. The guidance figure is the estimate of costs for reinstating the subjects as at the date of inspection based on information provided by the Building Cost Information Service (BCIS). It is recommended that this figure is kept under regular review to ensure that you have adequate insurance cover. We are of the opinion that the subjects should be insured for buildings reinstatement purposes for a sum of not less than **£170,000** (One Hundred and Seventy Thousand Pounds Sterling).

##### **Valuation and market comments**

**£65,000**

Market Value assuming vacant possession is £65,000 (Sixty Five Thousand Pounds Sterling).

Our valuation reflects current market conditions relating to this area. We would assume that current trends will prevail at the ultimate date of disposal with no adverse or onerous matters being introduced into the market during the intervening period which would have a detrimental effect on price.

**Report author**

Kevin Masson BSc (Hons) MRICS

**Address**

5 St Marnock Place, Kilmarnock. KA1 1DU.

**Signed**



Kevin Masson, BSc (Hons) MRICS  
For and on behalf of Graham + Sibbald

Kevin Masson BSc (Hons) MRICS  
For and on behalf of Graham + Sibbald LLP

**Date of report**

16/9/2024

## TERMS AND CONDITIONS OF SINGLE SURVEY

### GENERAL

#### 1.1 The Surveyors

The Seller has engaged the Surveyors to provide the Report and a Generic Mortgage Valuation Report for Lending Purposes. The Seller has also engaged the Surveyors to provide an Energy Report in the format prescribed by the accredited energy company.

The Surveyors are authorised to provide a transcript or retype of the Generic Mortgage Valuation Report on to Lender specific pro-forma. Transcript reports are commonly requested by brokers and lenders. The transcript report will be in the format required by the Lender but will contain the same information, inspection date and valuation figure as the Generic Mortgage Valuation Report and the Report. The Surveyors will decline any 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 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 are required to amend the valuation in consequence of such information, they will issue an amended Report and Generic Mortgage Valuation Report to the Seller. It is the responsibility of the Seller to ensure that the amended Report and Generic Mortgage Valuation Report are transmitted to every prospective Purchaser.

The individual Surveyor will be a member of the Royal Institution of Chartered Surveyors who is competent to survey, value and report upon residential property. \*

If the Surveyors have had a previous business relationship within the past two years with the Seller or Seller's agent or relative to the Property, they will be obliged to indicate this in the adjacent box.  Yes

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

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

#### 1.2 The Report

The Surveyors will not provide an amended Report on the Property, except to correct factual inaccuracies.

The Report will identify the nature and source of information relied upon in its preparation.

The Surveyor shall provide a Market Value of the Property, unless the condition of the Property is such that it would be inappropriate to do so. A final decision on whether a loan will be granted rests with the Lender who may impose retentions in line with their lending criteria. The date of condition and value of the property will be the date of inspection.

Prior to the 1st of December 2008, Purchasers have normally obtained their own report from their chosen Surveyor. By contrast, a Report is instructed by the Seller and made available to all potential Purchasers in expectation that the successful Purchaser will have relied upon it. The Royal Institution of Chartered Surveyors rules require disclosure of any potential conflict of interest when acting for the Seller and the Purchaser in the same transaction. The Report may give rise to a conflict of interest and if this is of concern to any party they are advised to seek their own independent advice.

The Report and any expressions or assessments in it are not intended as advice to the Seller or Purchaser or any other person in relation to an asking price or any other sales or marketing decisions.

The Report is based solely on the Property and is not to be relied upon in any manner whatsoever when considering the valuation or condition of any other property.

If certain minor matters are mentioned in the Report it should not be assumed that the Property is free of other minor defects.

Neither the whole nor any part of the Report may be published in any way, reproduced or distributed by any party other than the Seller, prospective Purchasers and the Purchaser and their respective professional advisors without the prior written consent of the Surveyors.

### 1.3 Liability

The Report is prepared with the skill and care reasonably to be expected of a competent residential surveyor who is a member of the Royal Institution of Chartered Surveyors.

The Report is addressed to the Seller and is prepared in the expectation that it (or a complete copy) along with these Terms and Conditions (or a complete copy) would be (or, as the case might be, would have been) disclosed and 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 advisors of any of these.

The Surveyors acknowledge that their duty of skill and care in relation to the Report is owed to the Seller and to the Purchaser. The Surveyors accept no responsibility or liability whatsoever in relation to the Report to persons other than the Seller and the Purchaser. The Seller and Purchaser should be aware that if a Lender seeks to rely on this Report they do so at their own risk. In particular, the Surveyors accept no responsibility or liability whatsoever to any Lender in relation to the Report. Any such Lender relies upon the Report entirely at their own risk.

Graham + Sibbald's total liability to the Client (and any third party relying upon this report) under this Agreement (including liability in contract, tort (including negligence), breach of statutory duty, or otherwise) shall be limited to the lower of the following : a) 25% of the valuation or b) £250,000.

### 1.4 Generic Mortgage Valuation Report

The Surveyors undertake to the Seller that they will prepare a Generic Mortgage Valuation Report, which will be issued along with the Report. It is the responsibility of the Seller to ensure that the Generic Mortgage Valuation Report is provided to every potential Purchaser.

### 1.5 Transcript Mortgage Valuation for Lending Purposes

The Surveyors undertake that on being asked to do so by a prospective Purchaser, or his/her professional advisor or Lender, they will prepare a Transcript Mortgage Valuation Report for Lending Purposes on terms and conditions to be agreed between the Surveyors and Lender and solely for the use of the Lender and upon which the Lender may rely. The decision as to whether finance will be provided is entirely a matter for the Lender. \*\* The Transcript Mortgage Valuation Report for Lending Purposes will be prepared from information contained in the Report and the Generic Mortgage Valuation Report.

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

### 1.6 Intellectual Property



All intellectual property rights whatsoever (including copyright) in and to the Report, excluding the headings and rubrics, are the exclusive property of the Surveyors and shall remain their exclusive property unless they assign the same to any other party in writing.

#### 1.7 Payment

The Surveyors are entitled to refrain from delivering the Report to anyone until the fee and other charges for it notified to the Seller have been paid. Additional fees will be charged for subsequent inspections and Reports, including replacement home reports.

#### 1.8 Cancellation

The Seller will be entitled to cancel the inspection by notifying the Surveyor's office at any time before the day of the inspection.

The Surveyor will be entitled not to proceed with the inspection (and will so report promptly to the Seller) if after arriving at the Property, the Surveyor concludes that it is of a type of construction of which the Surveyor has insufficient specialist knowledge to be able to provide the inspection satisfactorily. The Surveyor will also be entitled not to proceed if after arriving at the Property, the Surveyor concludes that the Property is exempt under Part 3 of The Housing (Scotland) Act 2006 as detailed in the (Prescribed Documents) Regulations 2008. If there is a potential threat to their health or personal safety, the inspection may be postponed or cancelled at the Surveyor's discretion.

In the case of cancellation or the inspection not proceeding, the Surveyor will refund any fees paid by the Seller for the inspection and Report, except for expenses reasonably incurred and any fee due in light of the following paragraph of this section.

In the case of cancellation by the Seller, for whatsoever reason, after the inspection has taken place but before a written report is issued, the Surveyor will be entitled to raise an Invoice equivalent to 80% of the agreed fee.

If our account details change, we will notify these to you by letter or face to face and never by email.

#### 1.9 Precedence

If there is any incompatibility between these Terms and Conditions and the Report, these Terms and Conditions take precedence.

#### 1.10 Definitions

- the "Lender" is the party who has provided or intends or proposes to provide financial assistance to the Purchaser towards the purchase of the Property and in whose favour a standard security will be granted over the Property;
- the "Transcript Mortgage Valuation Report for Lending Purposes" means a separate report, prepared by the Surveyor, prepared from information in the Report and the generic Mortgage Valuation Report, but in a style and format required by the Lender. The Transcript Mortgage Valuation Report for Lending Purposes will be prepared with the skill and care reasonably to be expected from a Surveyor who is a member of the Royal Institution of Chartered Surveyors and who is competent to survey, value and report on the Property;
- the "Generic Mortgage Valuation Report" means a separate report, prepared by the Surveyor from information in the Report but in the Surveyor's own format.
- the "Market Value" is the estimated amount for which the Property should exchange, on the date of valuation, between a willing seller and a willing buyer in an arms length transaction after proper marketing where the parties had each acted knowledgeably, prudently and without compulsion;
- the "Property" is the property which forms the subject of the Report;
- the "Purchaser" is the person (or persons) who enters into a contract to buy the Property from the Seller;
- a "prospective Purchaser" is anyone considering buying the Property;
- the "Report" is the report, of the kind described in Part 2 of these Terms and Conditions and in the form set out in Part 1 of Schedule 1 of the Housing (Scotland) Act 2006 (Prescribed Documents) Regulations 2008;
- the "Seller" is/are the proprietor(s) of the Property;
- the "Surveyor" is the author of the Report on the Property;
- the "Surveyors" are Graham + Sibbald LLP, a limited liability partnership incorporated in Scotland (Registered Number SO307130) and having its registered office address at Seabraes House, 18 Greenmarket, Dundee, DD1 4QB, of which the Surveyor is an employee, director or member (unless the Surveyor is not an employee, director or member, when the "Surveyors" means the Surveyor) whose details are set out at the head of the Report; and

- the "Energy Report" is the advice given by the accredited energy company, based on information collected by the Surveyor during the Inspection, and also includes an Energy Performance Certificate, in a Government approved format.
- "Data Protection Legislation" means the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).
- "UK Data Protection Legislation" means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.
- "UK GDPR" has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

## DESCRIPTION OF THE REPORT

### 2.1 The Service

The Single Survey is a Report by an independent Surveyor, prepared in an objective way regarding the condition and value of the Property on the day of the inspection, and who is a member of the Royal Institution of Chartered Surveyors. It includes an Energy Report as required by statute and this is in the format of the accredited energy company. In addition, the Surveyor has agreed to supply a generic Mortgage Valuation Report.

### 2.2 The Inspection

The inspection is a general surface examination of those parts of the Property which are accessible: in other words, **visible and readily available for examination from ground and floor levels without risk of causing damage to the Property or injury to the Surveyor.**

All references to visual inspection refer to an inspection from within the Property at floor level and from ground level within the site and adjoining public areas, without the need to move any obstructions. Any references to left or right are taken facing the front of the Property.

The inspection is carried out with the Seller's permission, without causing damage to the building or contents. Furniture, stored items and insulation are not moved.

Unless identified in the Report the Surveyor will assume that no harmful or hazardous materials have been used in the construction. The presence or possible consequences of any site contamination will not be researched.

The Surveyor will not carry out an asbestos inspection, and will not be acting as an asbestos inspector in completing a Report of Property that may fall within the Control of Asbestos in the Workplace Regulations. In the case of flats it will be assumed that there is a duty holder, as defined in the Regulations and that a register of asbestos and effective management 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 affect upon value and will omit items that, in the Surveyor's opinion, are not significant. If certain minor matters are mentioned, it should not be interpreted that the Property is free of any other minor defects.

Throughout the Report the following repair categories will be used to give an overall opinion of the state of repair and condition of the Property:

#### 2.3.1 Category 3:

Urgent repairs or replacement are needed now. Failure to deal with them may cause problems to other parts of the Property or cause a safety hazard. Estimates for repairs or replacement are needed now.

### 2.3.2 Category 2:

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

### 2.3.3 Category 1:

No immediate action or repair is needed.

#### WARNING:

If left unattended, even for a relatively short period, Category 2 repairs can rapidly 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 & Conveyancer Issues

The last section of the Report contains matters considered relevant to the conveyancer (solicitor). It also contains the Surveyor's opinion both of the market value of the Property and of the re-instatement cost, as defined below.

**“Market Value” is the estimated amount for which a property should exchange on the date of valuation within a willing buyer and willing seller in an arms-length transaction after proper marketing wherein the parties have each acted 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 uninspected parts; the right to use mains services; and the exclusion of curtains, carpets etc. from the valuation. In the case of flats, the following further assumptions are made that:

- There are rights of access and exit over all communal roadways, corridors, stairways etc. and to use communal grounds, parking areas, and other facilities;
- There are no particularly troublesome or unusual legal restrictions.
- There is no current dispute between the occupiers of the flats or any outstanding claims or losses; and the costs of repairs to the building are shared among the co-proprietors on an equitable basis.

Any additional assumption, or any found not to apply, is reported.

“Re-instatement cost” is an estimate for insurance purposes of the current cost of rebuilding the Property in its present form unless otherwise stated. This includes the cost of rebuilding the garage and permanent outbuildings, site clearance and professional fees, but excludes VAT (except on the fees).

Sellers or prospective Purchasers may consider it prudent to instruct a re-inspection and revaluation after a period of 12 weeks (or sooner if appropriate) to reflect changing circumstances in the market and/or in the physical condition of the Property.

It is assumed that any relevant Local Authority consents, warrants and completion certificates have been obtained where construction or alteration works have been undertaken.

This agreement and any dispute or claim arising out of or in connection with its subject matter shall be governed by and construed in accordance with the laws of Scotland, and the Scottish Courts will have exclusive jurisdiction to hear such claims.

#### DATA PROTECTION

Graham + Sibbald and the Client each undertake that:

- (a) they shall comply with all applicable requirements of the Data Protection Legislation, including without limitation any obligations relating to the rights of a data subject and the reporting of personal data breaches (all as defined in the UK GDPR); and
- (b) not do or omit to do anything which puts any other party to the Agreement in breach of the Data Protection Legislation.

Without prejudice to the generality of this clause, you shall ensure that you have all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to Graham + Sibbald for the duration and purposes of this Agreement. You shall have liability for and shall indemnify Graham + Sibbald for any loss, liability, costs (including legal costs), damages, or expenses resulting from any breach by you of the Data Protection Legislation. For further information regarding how Graham + Sibbald processes personal data in relation to this Agreement, please see Graham + Sibbald's privacy notice on their website.

# Mortgage Valuation Report for Home Report



Source: G+S Home Report

Seller Name

Reference

## 1) Property Details

House Name

Number / Ext

Street

Area

Town  Postcode

## 2) Description of property

Property Type

House Type

Floor number of subject property

Year Built

Non Traditional Construction?

No. of floors in block

(\*Specify under general comments)

No. of flats in block

## 3) Accommodation - give number of:

Receptions  Bedrooms  Kitchens  Bathrooms  Total Inside W.C.s  No of floors

Other  Garage(s)  Outbuildings  Garden

4) Tenure

If Leasehold, years unexpired:

Any known or reported problems with onerous or unusual ground rent or service charges?

Owner occupied  Tenanted  Vacant

If part tenanted, please give details

## 5) Subsidence, Settlement and Landslip

Does the property show signs of, or is the property located near any area subject to landslip, heave, settlement, subsidence, flooding or mining?

If yes, please clarify

## 6) Condition of Property

Are essential internal repairs required? Yes  No

Are essential external repairs required? Yes  No

Should the repairs be effected before the advance is made? Yes  No

Is a mortgage retention recommended? Yes  No

If the answer to any of the above questions is Yes, please provide further detail:



7) Services Mains water  Mains drainage  Electricity  Gas  Central heating

**8) Insurance Reinstatement Value**

Total area of all floors measured internally (m<sup>2</sup>)

Cost of rebuilding inc. demolition, site clearance, professional fees, local authority requirements and main building (inc all other structures within the site boundaries unless specifically excluded)

**9) Market Valuation for Mortgage Purposes (Assuming Vacant Possession)**

Comment on mortgageability

In our opinion the property forms suitable security for loan purposes subject to specific lender's criteria which may vary.

Valuation in present condition:

Valuation on completion of any works required under Question 6:

**10) General Comments**

Please advise of any special features of the property and/or the location, which affects the property.

In general the property was found to be in fair order although in need of a degree of upgrading and modernisation together with a degree of maintenance and repair work.

We are unaware of any adverse planning proposals affecting the subjects although this should be confirmed by obtaining a Property Enquiry Certificate.

Absolute Ownership assumed. We are unaware of any easements, servitudes or rights of way which may adversely affect the property. This point should be confirmed by reference to the Title Deeds.

It is recommended that where repairs, defects or maintenance items have been identified interested parties make appropriate enquiries in order to satisfy themselves of potential costs and the extent of the works required prior to submitting a legal offer to purchase.

The subjects form part of a block of flats and it has been assumed that maintenance/repair costs of the common parts of the building and external grounds will be shared on an equitable basis with the adjoining proprietors. It is therefore assumed that the costs of repairs detailed within this report which relate to these areas should be apportioned accordingly, although exact liability 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.

**IMPORTANT - THIS IS A CONFIDENTIAL REPORT PREPARED FOR MORTGAGE PURPOSES.**

Certificate: I have personally inspected the property described herein and confirm adequate professional indemnity cover is held.

Signature   
 Kevin Masson, BSc (Hons) MRICS  
 For and on behalf of Graham + Sibbald

Valuer name and qualification Kevin Masson BSc (Hons) MRICS  
 For and on behalf of Graham + Sibbald LLP

Date of inspection

Date of report

Company / Firm Name Graham + Sibbald LLP

Office Name

Office Addr1

Office Addr2

Area

Town

Postcode

Tel no

# MORTGAGE VALUATION - CONDITIONS OF ENGAGEMENT



In these Terms and Conditions of Engagement, the following expressions shall have the following meanings:

**"Agreement"** means these Terms and Conditions of Engagement, the Instructions and the confirmation letter issued by Graham + Sibbald.

**"Client"/"you"/"your"** means the person, firm, company, organisation or other entity engaging Graham + Sibbald to provide the inspection services.

**"Data Protection Legislation"** means the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).

**"Graham + Sibbald"/"we"/"us"/"our"** means Graham + Sibbald LLP, a limited liability partnership incorporated in Scotland (Registered Number SO307130) and having its registered office address at Seabraes House, 18 Greenmarket, Dundee, DD1 4QB.

**"Instructions"** means the written or verbal instructions by the Client to Graham + Sibbald, which appoint Graham + Sibbald to provide the inspection services.

**"Property"** means the property identified and described in the Instructions.

**"UK Data Protection Legislation"** means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

**"UK GDPR"** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

A valuation for mortgage is a limited inspection and report produced for building societies, banks and other lenders to enable them to make a lending decision. IT IS NOT A SURVEY. Unless otherwise stated the date of valuation will be the date of inspection.

This report is used to guide the lender on the market value of the Property for mortgage purposes and is carried out for this purpose alone. Although the inspection will be carried out by a valuer who will usually be a qualified surveyor it is not a detailed inspection of the Property, and only major visible defects will be noted. Subject to reasonable accessibility, the roof space is inspected only to the extent visible from the access hatch without entering it. The surveyor will not inspect under floor areas, communal roof space or other parts not readily accessible. The exterior and roof of the Property will be inspected from ground level only from within the boundaries of the site and adjacent/communal public areas. The area of the Property will be taken into account, and the rooms individually inspected, but floor coverings and furniture will not be moved. Services (such as water, gas, electricity and drainage) will not be tested and we will not advise as to whether these comply with regulations in respect of these services.

The surveyor may recommend that a part of the mortgage be retained by the lenders until such time as particular repair works are carried out. Similarly, the report may suggest that the borrower should undertake to carry out certain repairs or commission more extensive investigation where hidden defects are suspected since these may have a material effect on the value of the Property. If a retention is recommended then the figure should not be regarded as an estimate of repair costs. Its purpose is to protect the interests of the lending institution. It is recommended that detailed estimates be obtained before proceeding with the purchase. Attention is drawn to the fact that if a subsequent transcription of this report is prepared on a lenders form, then in order to comply with the lenders specific requirements, the wording or phraseology may differ. Many people rely on the mortgage valuation certificate in the mistaken belief that it is a detailed survey. The report is often made available to house buyers by lenders, but this does not mean that it should be relied upon as a report on the condition of the building.

The definition of '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 arms-length transaction after proper marketing wherein the parties had acted knowledgeably, prudently and without compulsion. For the purpose of this market value the surveyor has assumed that vacant possession will be provided. Unless otherwise stated the surveyor has valued the interest on a comparable basis.

The inspection that has been undertaken should not be regarded as a survey. The surveyor did not inspect parts of the Property which were covered, unexposed or inaccessible and are therefore unable to report that any such part of the Property is free from defect. Defects which are not considered materially to affect the value of the Property or other matters which would be attended to during maintenance, may not have been mentioned. If defects have been mentioned in this report, they should be regarded as indicative and not exhaustive. For the purposes of this valuation the surveyor assumes that all uninspected areas are free from defect which would have a material effect on value.

In accordance with our normal practice, we must state that this report is for the use only of the party to whom it is addressed or their named client and no responsibility is accepted to any third party for the whole or any part of its content.

In addition, we would bring to your attention that neither the whole nor any part of this report, nor any reference thereto, may be included in any document, circular or statement without prior written approval of the form and context in which it will appear.

The surveyor shall, unless otherwise expressly agreed, rely upon information provided by the Client and/or the Client's legal or other professional advisers relating to tenure, leases and all other relevant matters.

For the purposes of this valuation the surveyor has assumed that all ground burdens are nominal or have been redeemed and that there are no unusual outgoing or onerous restrictions contained within the titles of which we have no knowledge. The surveyor has further assumed that the subjects are unaffected by any adverse planning proposals.

Unless otherwise stated, it is assumed that all the required valid planning permissions and statutory approvals for the building and for their use, including any recent or significant extensions or alterations, have been obtained and complied with. It has been further assumed that no deleterious or hazardous materials or techniques have been used in the construction of the subject and that there is no contamination in or from the ground or from the immediate surrounds.

The surveyor will not carry out an asbestos inspection and will not be acting as an asbestos inspector in completing a valuation inspection of Property that may fall within the Control of Asbestos Regulations 2012. No enquiry of the duty holder, as defined in the Control of Asbestos Regulations 2012, of the existence of an asbestos register, or of any plan for the management of asbestos will be made. Your legal adviser/conveyancer should confirm the duty holder under these regulations, the availability of an asbestos register and the existence and management of any asbestos containing materials. For the purposes of this valuation, the surveyor has assumed that there is a duty holder, as defined in the Control of Asbestos Regulations 2006, and that a register of asbestos and effective management plan is in place which does not require any immediate expenditure or pose a significant risk to health or breach the HSE Regulations.

The surveyor confirms that this mortgage valuation is prepared in accordance with the RICS Valuation - Global Standards 2017 and incorporating IVSC International Valuation Standards and, unless otherwise stated, we are External Valuers as defined therein. Further information may also be obtained from the Royal Institution of Chartered Surveyors in Scotland, 10 Charlotte Square, Edinburgh EH2 4DR.

As part of this remit, the surveyor may, where he/she feels qualified and experienced to do so, provide general comment on standard appropriate supplementary documentation, presented to us by the Client's lender and conveyancer. In the event of a significant amount of documentation being provided to us, an additional fee may be incurred. Any additional fees will be agreed with you in advance.

We confirm that Graham + Sibbald operates formal procedures to deal with complaints from clients in accordance with By-law 19, Regulation 2.7 of the Royal Institution of Chartered Surveyors Rules of Conduct and Disciplinary Procedures. A copy of this procedure is available on request.

Graham + Sibbald's total liability to the Client (and any third party relying upon this report) under this Agreement (including liability in contract, tort (including negligence), breach of statutory duty, or otherwise) shall be limited to the lower of the following: a) 25% of the valuation or b) £250,000.

This agreement and any dispute or claim arising out of or in connection with its subject matter shall be governed by and construed in accordance with the laws of Scotland, and the Scottish courts will have exclusive jurisdiction to hear such claims.

Graham + Sibbald and the Client each undertake that: (a) they shall comply with all applicable requirements of the Data Protection Legislation, including without limitation any obligations relating to the rights of a data subject and the reporting of personal data breaches (all as defined in the UK GDPR); and (b) not do or omit to do anything which puts any other party to the Agreement in breach of the Data Protection Legislation.

Without prejudice to the generality of this clause, you shall ensure that you have all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to Graham + Sibbald for the duration and purposes of this Agreement. You shall have liability for and shall indemnify Graham + Sibbald for any loss, liability, costs (including legal costs), damages, or expenses resulting from any breach by you of the Data Protection Legislation. For further information regarding how Graham + Sibbald processes personal data in relation to this Agreement, please see Graham + Sibbald's privacy notice available via our website.

# Energy Performance Certificate (EPC)

# Scotland

Dwellings

13 ALLOWAY AVENUE, KILMARNOCK, KA3 7DB

**Dwelling type:** Top-floor flat  
**Date of assessment:** 16 September 2024  
**Date of certificate:** 18 September 2024  
**Total floor area:** 57 m<sup>2</sup>  
**Primary Energy Indicator:** 188 kWh/m<sup>2</sup>/year

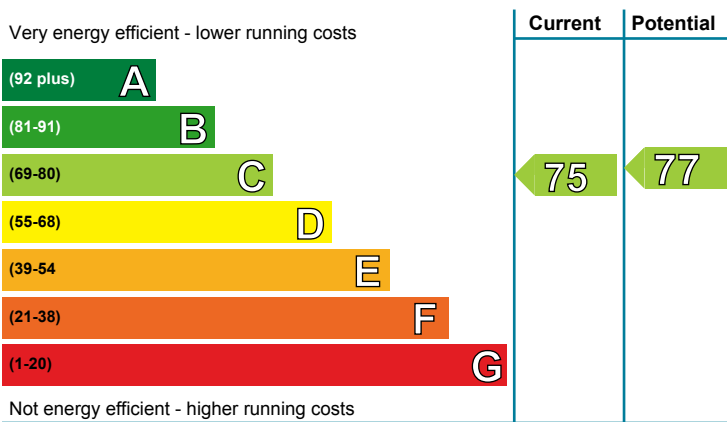
**Reference number:** 9764-1001-4201-4024-9200  
**Type of assessment:** RdSAP, existing dwelling  
**Approved Organisation:** Elmhurst  
**Main heating and fuel:** Boiler and radiators, mains gas

## 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 CO<sub>2</sub> emissions by improving your home

<b>Estimated energy costs for your home for 3 years*</b>	<b>£2,388</b>	See your recommendations report for more information
<b>Over 3 years you could save*</b>	<b>£138</b>	

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

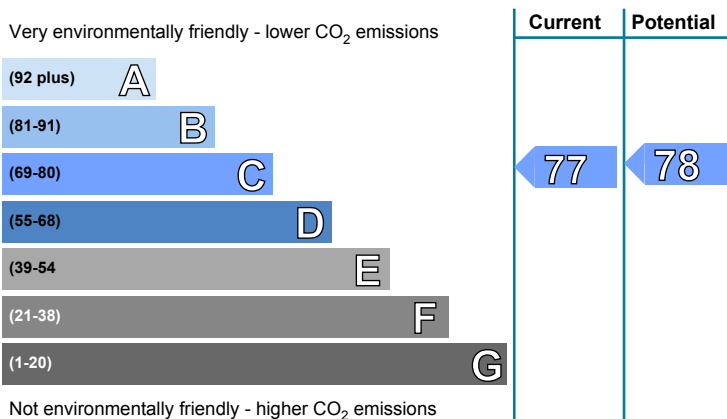


## Energy Efficiency Rating

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 C (75)**. 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 (CO<sub>2</sub>) Rating

This graph shows the effect of your home on the environment in terms of carbon dioxide (CO<sub>2</sub>) emissions. The higher the rating, the less impact it has on the environment.

Your current rating is **band C (77)**. 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 Replacement glazing units	£1,000 - £1,400	£141.00

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](http://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	Cavity wall, filled cavity	★★★★☆☆	★★★★☆☆
Roof	Pitched, 300 mm loft insulation	★★★★★★	★★★★★★
Floor	(another dwelling below)	—	—
Windows	Fully double glazed	★★★★☆☆	★★★★☆☆
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 all 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, CO<sub>2</sub> 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 33 kg CO<sub>2</sub>/m<sup>2</sup>/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 1.9 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 0.2 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	£1,689 over 3 years	£1,548 over 3 years	
Hot water	£471 over 3 years	£474 over 3 years	
Lighting	£228 over 3 years	£228 over 3 years	
<b>Totals</b>	<b>£2,388</b>	<b>£2,250</b>	

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 Replacement glazing units	£1,000 - £1,400	£47		

### Choosing the right improvement package

For free and impartial advice on choosing suitable measures for your property, contact the Home Energy Scotland hotline on 0808 808 2282 or go to [www.greenerscotland.org](http://www.greenerscotland.org).



## 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 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.

## 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	Impact of cavity wall insulation	Impact of solid wall insulation
Space heating (kWh per year)	4,965	N/A	N/A	N/A
Water heating (kWh per year)	1,807			

## 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](http://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](http://www.scottishepcregister.org.uk) and entering the report reference number (RRN) printed at the top of this page.

Assessor's name:	Mr. Kevin Masson
Assessor membership number:	EES/020018
Company name/trading name:	Graham & Sibbald
Address:	5 St Marnock Place Kilmarnock KA1 1DU
Phone number:	01563 528000
Email address:	<a href="mailto:kilmarnock@g-s.co.uk">kilmarnock@g-s.co.uk</a>
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](http://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](http://www.gov.scot/epc).

### **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 [greener-scotland.org](https://www.greener-scotland.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 questionnaire

Property address	13 Alloway Ave, Kilmarnock
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Seller(s)	William & Heather Stewart
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Completion date of property questionnaire	16/09/2024
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**GRAHAM + SIBBALD**

# 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)

<b>1.</b>	<b>Length of ownership</b>	
	How long have you owned the property? <b>12 years</b>	
<b>2.</b>	<b>Council tax</b>	
	Which Council Tax band is your property in? <b>B</b>	
<b>3.</b>	<b>Parking</b>	
	What are the arrangements for parking at your property? (Please tick all that apply)	
	<ul style="list-style-type: none"><li>• Garage</li><li>• Allocated parking space</li><li>• Driveway</li><li>• Shared parking</li><li>• On street</li><li>• Resident permit</li><li>• Metered parking</li><li>• Other (please specify):</li></ul>	<b>Yes</b>
<b>4.</b>	<b>Conservation area</b>	
	Is your property in a designated Conservation Area (that is an area of special architectural or historical interest, the character or appearance of which it is desirable to preserve or enhance)?	<b>No</b>

# property questionnaire

<b>5.</b>	<b>Listed buildings</b>	
	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)?	<b>No</b>
<b>6.</b>	<b>Alterations/additions/extensions</b>	
<b>a.</b>	(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)?  <u>If you have answered yes</u> , please describe below the changes which you have made:	<b>No</b>
	(ii) Did you obtain planning permission, building warrant, completion certificate and other consents for this work?  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>b.</b>	Have you had replacement windows, doors, patio doors or double glazing installed in your property?  <u>If you have answered yes</u> , please answer the three questions below:	<b>No</b>
	(i) Were the replacements the same shape and type as the ones you replaced?	
	(ii) Did this work involve any changes to the window or door openings?	
	(iii) Please describe the changes made to the windows doors, or patio doors (with approximate dates when the work was completed):  Please give any guarantees which you received for this work to your solicitor or estate agent.	



# property questionnaire

<b>7.</b>	<b>Central heating</b>	
<b>a.</b>	<p>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).</p> <p><u>If you have answered yes or partial</u> – what kind of central heating is there?            (Examples: gas-fired, solid fuel, electric storage heating, gas warm air).</p> <p><b>Gas</b></p> <p><u>If you have answered yes</u>, please answer the three questions below:</p>	<b>Yes</b>
	(i) When was your central heating system or partial central heating system installed? <b>Not sure</b>	
	(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: <b>Saltire</b>	<b>Yes</b>
	(iii) When was your maintenance agreement last renewed? (Please provide the month and year). <b>YEARLY</b>	
<b>8.</b>	<b>Energy Performance Certificate</b>	
	Does your property have an Energy Performance Certificate which is less than 10 years old?	<b>No</b>
<b>9.</b>	<b>Issues that may have affected your property</b>	
<b>a.</b>	<p>Has there been any storm, flood, fire or other structural damage to your property while you have owned it?</p> <p><u>If you have answered yes</u>, is the damage the subject of any outstanding insurance claim?</p>	<b>No</b>  <b>No</b>
<b>b.</b>	<p>Are you aware of the existence of asbestos in your property?</p> <p><u>If you have answered yes</u>, please give details:</p>	<b>No</b>

# property questionnaire

10.	Services	
a. Please tick which services are connected to your property and give details of the supplier:		
Services	Connected	Supplier
Gas or liquid petroleum gas	Yes	British Gas
Water mains or private water supply	Yes	Scottish Water
Electricity	Yes	British Gas
Mains drainage	Yes	LA
Telephone	Yes	?
Cable TV or satellite	Yes	?
Broadband		
b.	Is there a septic tank system at your property? <u>If you have answered yes</u> , please answer the two questions below:	No
	(iv) Do you have appropriate consents for the discharge from your septic tank?	
	(v) Do you have a maintenance contract for your septic tank? <u>If you have answered yes</u> , please give details of the company with which you have a maintenance contract:	

# property questionnaire

<b>11.</b>	<b>Responsibilities for shared or common areas</b>	
<b>a.</b>	<p>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?</p> <p><u>If you have answered yes</u>, please give details:</p>	<b>No</b>
<b>b.</b>	<p>Is there a responsibility to contribute to repair and maintenance of the roof, common stairwell or other common areas?</p> <p><u>If you have answered yes</u>, please give details:</p>	<b>Not Applicable</b>
<b>c.</b>	<p>Has there been any major repair or replacement of any part of the roof during the time you have owned the property?</p>	<b>No</b>
<b>d.</b>	<p>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?</p> <p><u>If you have answered yes</u>, please give details:</p>	<b>No</b>
<b>e.</b>	<p>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?</p> <p><u>If you have answered yes</u>, please give details:</p>	<b>No</b>
<b>f.</b>	<p>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.)</p> <p><u>If you have answered yes</u>, please give details:</p>	<b>No</b>
<b>12.</b>	<b>Charges associated with your property</b>	
<b>a.</b>	<p>Is there a factor or property manager for your property?</p> <p><u>If you have answered yes</u>, please provide the name and address, and give details of any deposit held and approximate charges:</p>	<b>No</b>

# property questionnaire

b.	<p>Is there a common buildings insurance policy?</p> <p>If you have answered yes, is the cost of the insurance included in your monthly/annual factor's charges?</p>	<b>No</b>
c.	<p>Please give details of any other charges you have to pay on a regular basis for the upkeep of common areas or repair works, for example to a residents' association, or maintenance or stair fund.</p>	
<b>13. Specialist works</b>		
a.	<p>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?</p> <p><u>If you have answered yes</u>, 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.</p>	<b>No</b>
b.	<p>As far as you are aware, has any preventative work for dry rot, wet rot, or damp ever been carried out to your property?</p> <p><u>If you have answered yes</u>, please give details:</p>	<b>No</b>
c.	<p><u>If you have answered yes</u> to 13(a) or (b), do you have any guarantees relating to this work?</p> <p><u>If you have answered yes</u>, 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 <u>please write below who has these documents</u> 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.</p> <p>Guarantees are held by:</p>	

# property questionnaire

<b>14.</b>	<b>Guarantees</b>	
<b>a.</b>	Are there any guarantees or warranties for any of the following:	
(i)	Electrical work	<b>No</b>
(ii)	Roofing	<b>No</b>
(iii)	Central heating	<b>No</b>
(iv)	National House Building Council (NHBC)	<b>No</b>
(v)	Damp course	<b>No</b>
(vi)	Any other work or installations? (for example, cavity wall insulation, underpinning, indemnity policy)	<b>No</b>
<b>b.</b>	<u>If you have answered 'yes' or 'with title deeds'</u> , please give details of the work or installations to which the guarantee(s) relate(s):	
<b>c.</b>	Are there any outstanding claims under any of the guarantees listed above?  <u>If you have answered yes</u> , please give details:	<b>No</b>
<b>15.</b>	<b>Boundaries</b>	
	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:	<b>No</b>

# property questionnaire

<b>16.</b>	<b>Notices that affect your property</b>	
In the past three years have you ever received a notice:		
<b>a.</b>	advising that the owner of a neighbouring property has made a planning application?	<b>No</b>
<b>b.</b>	that affects your property in some other way?	
<b>c.</b>	that requires you to do any maintenance, repairs or improvements to your property?	
If you have answered yes to any of a-c above, please give the notices to your solicitor or 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.**

I ACCEPT

**Name:** William Stewart

**Date:** 16/09/2024