

INTERIM SCHEDULE OF DILAPIDATIONS

Relating to XXXXX, Berkshire



Prepared by: Jonathan Powell

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Tel: 0121 718 7008

Date: XXX

Ref: XXXX

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SECTION 1
INTERIM SCHEDULE OF DILAPIDATIONS

Address
XXXX
XXXX

Schedule of Dilapidations found to have accrued
contrary to the terms the lease between

XXXX

and

XXXX

dated

XXXX

or their respective successors in title

INTRODUCTION:

This schedule has been prepared by Jonathan Powell of Allcott Associates LLP, acting upon the instructions from XXXX and its director XXXXX ("the landlord"). It was prepared following an inspection of the property on XXXXX. It records the works required to be done to the premises in order that they are put into the condition required with references to the clauses of the existing lease dated XXXX.

The relevant clauses of the said document are appended to this schedule in Section 4.

Upon receipt of this schedule the tenant, or the tenant's appointed representative, is requested to respond to the landlord without delay and within any timescales set out in the relevant documents, notices and / or letter of service.

Section 5 sets out the limitations to this schedule.

The landlord reserves the right to add to this schedule, or amend it as necessary, following further investigations, in accordance with the Dilapidations Protocol. Costs for works, if any, as shown in this schedule are based upon recent tender figures obtained for similar projects where all the works are undertaken at the same time under one contract. The landlord reserves the right to increase claims where actual costs are higher than indicated and where the extent of work required is found to be greater than indicated.

All the works in the schedule are considered to be required to put the premises in the physical state required by the lease or other documentation. Full account has been taken of the landlord's intentions as understood at the date of this schedule. Costs quoted are considered to be reasonable. This schedule represents the true views of the Landlord's surveyor.

Signed:



Jonathan Powell BSc (Hons)

For **ALLCOTT ASSOCIATES LLP**

SECTION 2
SCHEDULE OF DILAPIDATIONS

<u>REF.</u>	<u>LOCATION / CLAUSES</u>	<u>BREACH</u>	<u>REMEDY</u>
1.0 EXTERNAL			
Roof			
1.01	3.7	Tenant's extensive service installations to comprise air conditioning, pipework, ductwork, cabling, cable trays, plant, machinery, loose-laid decking, etc.	Isolate, strip out and remove all tenant's redundant service installations and make good disturbed surfaces.
1.02	3.7	The rainwater goods have not been cleared and maintained in accordance with the Lease documents.	Allow for thorough cleaning down, preparing and ensuring the rainwater goods to include gutters and downpipes are free flowing and in good repair.
1.03	3.7	Miscellaneous damages evident to roof-lights to include discoloured glazing, defective or inoperative opening mechanisms (where fitted).	Repair and fully overhaul roof-lights and leave in good condition and operating order.
1.04	3.7	Leaks evident at several locations from within the upper floor store area.	Engage specialist to carry out infrared thermal imaging survey of roof coverings to locate source of all leaks. Carry out all necessary repairs and leave roof in water-tight condition.
1.05	3.7	Tenant's numerous flues, ducts and vents in place penetrating through roof coverings across roof area.	Remove tenant's redundant flues, ducts and vents complete. Reinstate roof decking, insulation, internal lining panels and flat roof coverings.
Elevations			
1.06	3.7	Masonry to the elevation are soiled and stained with a number of missing mortar joints.	Allow for repointing of the masonry leaving it in a good state of repair and condition and thoroughly cleaning down brickwork.
1.07	3.7	Lighting over doors not operational at time of inspection.	Operate external lighting, re-bulb or replace as necessary and leave all in good working order.
1.08	3.9	Non-decorated external surfaces are dirty.	Clean the following surfaces: - Wall cladding & trims - Brickwork/render - Window & door glazing - Light fittings
1.09	3.9	Redecorations required in accordance with lease covenant.	Thoroughly prepare, prime, under-coat as necessary & apply 2 coat finish to the following decorated surfaces: - Windows frames - Doors & frames
1.10	3.7	Tenant has cut holes through the upper wall cladding and brickwork for former service penetrations and similar.	Make good all holes through the brickwork and cladding in materials & profile to match.
1.11	3.7	Weeds and debris evident in open perimeter joints between the building and yard areas.	Remove all weeds/vegetation and debris; make good any disturbed hardstanding surfaces.
2.0 INTERNAL			
Ground Floor Retail			
2.01	3.7	Various non functional/redundant services throughout to include, inlay spotlights and LED, CCTV, emergency lighting, data points, air conditioning throughout.	Allow for removing all non functional/redundant M&E and making good all disturbed surfaces.
2.02	3.9	Previously decorated internal walls are soiled, scuffed and have not been decorated in accordance with the lease covenants.	Clean down prepare and paint walls in accordance with the lease covenants.
2.03	3.9	Previously decorated ceilings are soiled and have not been decorated in accordance with the lease covenants.	Clean down prepare and paint ceilings in accordance with the lease covenants.
2.04	3.7	There a number of soiled, stained and mismatching suspended ceiling tiles throughout.	Allow for replacing the stained ceiling tiles and any associated stained or disturbed grid.
2.05	3.7	The louvers throughout are generally dirt soiled and stained.	Allow for deep cleaning leaving fully functional and in good repair.
2.06	3.7	The nosing's to the stairs are worn and several are missing.	Allow for overhauling the nosing to the stairs, to include localised repairs and replacement sections.
2.07	3.7	The floor coverings to the stairs are soiled, worn and trafficked.	The vinyl floor covering is to be removed and replaced with good quality vinyl floor covering.
First Floor Retail			
2.08	3.7	Various non functional/redundant services throughout to include, inlay spotlights and LED, CCTV, emergency lighting, data points, air conditioning throughout.	Allow for removing all non functional/redundant M&E and making good all disturbed surfaces.
2.09	3.9	Previously decorated internal walls are soiled, scuffed and have not been decorated in accordance with the lease covenants.	Clean down prepare and paint walls in accordance with the lease covenants.
2.10	3.9	Previously decorated ceilings are soiled and have not been decorated in accordance with the lease covenants.	Clean down prepare and paint ceilings in accordance with the lease covenants.
2.11	3.7	There a number of soiled, stained and mismatching suspended ceiling tiles throughout.	Allow for replacing the stained ceiling tiles and any associated stained or disturbed grid.
2.12	3.7	The louvers throughout are generally dirt soiled and stained.	Allow for deep cleaning leaving fully functional and in good repair.
Retail Access Provisions			
2.13	3.7	The lift installations were not tested during the inspection and no evidence of maintenance certificates.	Allow for providing maintenance certificate ensuring the lift is fully operational and in a safe, compliant state of repair and condition.
2.14	3.7	The escalators were operational during the inspection though no evidence of maintenance certificates.	Allow for providing maintenance certificate ensuring the escalators are fully operational and in a safe, compliant state of repair and condition.
Stairwells			

<u>REF.</u>	<u>LOCATION / CLAUSES</u>	<u>BREACH</u>	<u>REMEDY</u>
2.15	3.9	Previously decorated internal walls are soiled, scuffed and have not been decorated in accordance with the lease covenants.	Clean down prepare and paint walls in accordance with the lease covenants.
2.16	3.9	Previously decorated ceilings are soiled and have not been decorated in accordance with the lease covenants.	Clean down prepare and paint ceilings in accordance with the lease covenants.
2.17	3.7	The floor coverings are soiled worn and trafficked.	The vinyl floor covering are to be removed and replaced with good quality vinyl floor covering.
2.18	3.7	The nosing's to the stairs are worn and several are missing.	Allow for overhauling the nosing to the stairs, to include localised repairs and replacement sections.
2.19	3.9	The handrail are soiled and areas of the paint finishes chipped and scuffs.	Clean down prepare and paint in accordance with the lease covenants.
2.20	3.7	The doors throughout require redecoration and overhauling.	Allow for thorough preparing and redecorating of all doors throughout and ensuring they are left in a good state of repair and decorative condition and any required works to keep compliant as fire doors are undertaken. Additionally include for easing of all ironmongery leaving in a good state of repair and condition.
2.21	3.7	Several non functional lights during the inspection.	Allow for replacing the bulbs throughout. Note: if the light is no longer functional breach and cost to be revised appropriately to reflect replacement fittings.
Basement			
2.22	3.9	Previously decorated internal walls are soiled, scuffed and have not been decorated in accordance with the lease covenants.	Clean down prepare and paint walls in accordance with the lease covenants.
2.23	3.9	Previously decorated ceilings are soiled and have not been decorated in accordance with the lease covenants.	Clean down prepare and paint ceilings in accordance with the lease covenants.
2.24	3.7	The floor coverings are soiled worn and trafficked.	The vinyl floor covering are to be removed and replaced with good quality vinyl floor covering.
2.25	3.7	Various fixtures and fittings throughout.	Allow for removal of redundant fixtures and fittings Inc. data and other like M&E.
2.26	3.9	The doors throughout the basement area require redecoration and overhauling.	Allow for thorough preparing and redecorating of all doors throughout and ensuring they are left in a good state of repair and decorative condition and any required works to keep compliant as fire doors are undertaken. Additionally include for easing of all ironmongery leaving in a good state of repair and condition.
2.27	3.7	Several non functional lights during the inspection.	Allow for replacing the bulbs throughout. Note: if the light is no longer functional breach and cost to be revised appropriately to reflect replacement fittings
2.28	3.7	A build up of rubbish and debris can be seen within several service rooms within the basement.	Allow for thoroughly cleaning ensuring areas and walkways are clean and clear.
Second Floor			
Toilets & Changing Facilities			
2.29	3.9	The suspended ceiling tiles are disturbed/damaged, soiled and stained.	Allow for replacing tiles throughout with like 600 x 600 finishes. Allow for cleaning down the diffuser with lighting and to be left in a good state of repair and condition.
2.30	3.9	The walls throughout are in a poor state of maintenance. We noted soiled, stained and damaged finishes.	Allow for removing the tiles, preparing and redecorating the walls throughout. A new small splashback section to the wash hand basins are to be provided.
2.31	3.7	The floors throughout are in a poor state of maintenance. We noted soiled, stained and damaged finishes.	Allow for removing the finishes, preparing/making good any disturbed surfaces and replacing with a good quality hard wearing vinyl.
2.32	3.7	The units urinals, wc's, wash hand basins etc. are generally soiled.	Clean down the units removing all soiling and staining.
2.33	3.7	Various damaged/redundant fixtures and fittings to the walls throughout.	Allow for removal of redundant fixtures and fittings and make good disturbed surfaces.

<u>REF.</u>	<u>LOCATION / CLAUSES</u>	<u>BREACH</u>	<u>REMEDY</u>
Open Store			
2.34	3.7	Various non functional/redundant services throughout to include, inlay spotlights and LED, CCTV, emergency lighting, data points, air conditioning throughout.	Allow for removing all non functional/redundant M&E and making good all disturbed surfaces.
2.35	3.9	Previously decorated internal walls are soiled, scuffed and have not been decorated in accordance with the lease covenants.	Clean down prepare and paint walls in accordance with the lease covenants.
2.36	3.7	Evidence of leaks noted to the internal drainage runs.	Allow for overhauling and making good any areas of disrepair or localised temporary repairs, leaving free flowing, sound and secure.
2.37	3.7	The floor coverings are soiled worn and trafficked.	The vinyl floor covering are to be removed and replaced with good quality vinyl floor covering.
2.38	3.7	Various fixtures and fittings throughout.	Allow for removal of redundant fixtures and fittings Inc. data and other like M&E.
2.39	3.9	The doors throughout require redecoration and overhauling.	Allow for thorough preparing and redecoration of all doors throughout and ensuring they are left in a good state of repair and decorative condition and any required works to keep compliant as fire doors are undertaken. Additionally include for easing of all ironmongery leaving in a good state of repair and condition.
2.40	3.7	Several non functional lights during the inspection.	Allow for replacing the bulbs throughout. Note: if the light is no longer functional breach and cost to be revised appropriately to reflect replacement fittings
2.41	3.7	The access ladders to the roof have not been overhauled.	
2.42	3.9	The timber frame windows are soiled and require redecoration.	Allow for through preparation and redecoration of the timber window frames. Additionally include for easing of all ironmongery leaving in a good state of repair and condition.
Offices			
2.43	3.7, 3.10	The formed offices have not been appropriately fire stopped.	Overhaul the areas, fire compartmentation and stopping to be carried out around services penetrations and the above ceiling voids.
2.44	3.7	Evidence of both live and historic leaks above the suspended ceiling tiles.	Undertake through inspection and repairs, making good any causes of penetrative water ingress or leaks.
2.45	3.7	The suspended ceiling tiles are disturbed/damaged, soiled and stained.	Allow for replacing tiles throughout with like 600 x 600 finishes. Allow for cleaning down the diffuser with lighting and to be left in a good state of repair and condition.
2.46	3.9	The walls throughout are in a poor state of maintenance. We noted soiled, stained and damaged finishes.	Clean down prepare and paint walls in accordance with the lease covenants.
2.47	3.7	The floors throughout are in a poor state of maintenance. We noted soiled, stained and damaged finishes.	Allow for removing the tiles, preparing/making good any disturbed surfaces and replacing with a good quality hard wearing carpet tile.
2.48	3.9	The doors throughout require redecoration and overhauling.	Allow for thorough preparing and redecoration of all doors throughout and ensuring they are left in a good state of repair and decorative condition and any required works to keep compliant as fire doors are undertaken. Additionally include for easing of all ironmongery leaving in a good state of repair and condition.
2.49	3.7	Several non functional lights during the inspection.	Allow for replacing the bulbs throughout. Note: if the light is no longer functional breach and cost to be revised appropriately to reflect replacement fittings.
Third Floor			
Canteen /Staff Room			
2.50	3.9	The walls require decoration in accordance with the lease.	Clean down prepare and paint walls in accordance with the lease covenants.
2.51	3.7	The carpet tiles are worn, soiled and trafficked.	Allow for removing and replacing the carpet throughout the first floor canteen/staff room area.
2.52	3.7	The kitchenette is soiled and evidencing some minor disrepair.	The kitchenette should be overhauled making good any damaged, missing areas or sections and repairs undertaken to any pipework and associated water supplies are sound.
2.53	3.7	The vinyl found throughout is soiled worn and trafficked.	The vinyl floor covering to the kitchenette is to be removed and replaced with good quality vinyl floor covering.
2.54	3.7	Various fixtures and fittings remain throughout.	The fixtures and fittings to the walls and furnishings throughout are to be removed and stripped from the canteen area.

<u>REF.</u>	<u>LOCATION / CLAUSES</u>	<u>BREACH</u>	<u>REMEDY</u>
3.0 SERVICES & OTHER			
3.01	3.7	Under the Health and Safety Act 1974, there is no confirmation that the tenant has undertaken a periodic 5 year electrical test.	Electrical installation that need to be removed or replaced to be fully removed. Provide test certification to demonstrate compliance with the legal requirements of the Electricity at Work Regulations 1989, Health & Safety at Work Act 1974 and BS 7671 (IEE Wiring Regulations 17th edition). If an existing Certificate is available then this should be updated following removal of the Tenant alterations.
3.02	3.7	The Control of Asbestos 2012 places an obligation on the duty holder of the building to assess whether there are any asbestos containing materials present and to manage the risks arising.	Please provide a copy of the updated management plan.
3.03	3.7	The emergency lighting throughout the building could not be tested at the time of our inspection. The system should be tested to ensure compliance in securing the means of escape under the Regulatory Reform (Fire Safety) Order 2005.	Ensure the emergency lighting is fully operational, inspected and tested to recommendations given in BS5266-1: 2005 Emergency Lighting Part 1: Code of Practise for the Emergency Lighting of Premises, BSEN1838:1999/BS5166-7: 1999 Lighting Applications - Emergency Lighting BSEN50172:2004/BS5266-8:2004 Emergency Escape lighting systems.
3.04	3.7	There was no information to view during our inspection to confirm the cold water system has been hygienically tested for safe use and complies with the Water Supply (Water Quality) Regulations 2000.	Undertake a Water Test to confirm the cold water system was compliant with the Regulations.
SUB TOTAL			
SUB-TOTAL: CLAIM FOR COST OF WORKS (EX VAT)			
Main Contractor's overheads / prelims and profit: 15 % of cost of works			
<u>TOTAL COST EXCLUDING VAT</u>			

3 Financial Claim Statement
Quantified Demand

Landlord

The Landlord is (1)

Tenant

The Tenant is (2) XXXX

Premises

The Premises is described under Schedule 1 of the existing Lease and referenced via the indicative red line outline which is addendum to the Lease.

Lease

The lease has a contractual term from XXXX ending on and including XXXX

Recoverability of VAT

TBC

Summary of facts

The Tenant entered into a lease dated 6 August 2018 which refers to the various covenants of the 'Lease' including those to repair, reinstate and decorate the demised premises. The Tenant has failed to comply with these various covenants and consequently the foregoing Schedule of Dilapidations has been prepared setting out the breaches complained of and the remedial works required.

The Landlord considers that the works are necessary to enable the premises to be re-let since the property has been fitted out to suit the current Tenant's specific requirements. The premises must be presented in the best condition. It is therefore reasonable and proportionate that the works should be carried out. Consequently the Landlord considers that the cost of works and consequential costs and losses (if any) are the appropriate measure of their likely loss and seeks damages and recovery of costs accordingly.

The cost of works given in the Schedule of Dilapidations and included in the Summary of Monetary Sums below is based on Surveyor's estimates. The Landlord intends to obtain tenders for the necessary works with a view to carrying these out or compensating the next tenant to the value of the works necessary to return the property to the covenanted standard.

Supporting documents

The Lease dated XXXX, Deed of Assignment of Arrears dated XXXX

Meetings

The Landlord confirms that they and/or their professional advisers will attend a meeting/meetings as proposed under section 7 of the Dilapidations Protocol

Response

The Tenant or their professional advisers should respond to this Provisional Quantified Demand within a reasonable time being no more than 56 days from the date of this Provisional Quantified Demand.

		Basis	Landlord's Cost (£)
1	COST OF REMEDIAL WORKS	Brought forward from Section 2	
		Cost of repairs	0.00
		Cost of reinstatement	0.00
		Cost of decoration	0.00
		Cost of Statutory Compliance	0.00
		Sub Total	0.00
2	CONSEQUENTIAL LOSSES		
		Weeks	
	Timescales for completion of the works (in weeks):	16	
	Inspect and prepare specification	3	
	Tender period	3	
	Tender analysis and gaining instruction	1	
	Contractor's lead in	2	
	Works on site	7	
		Weeks	
2.1	Loss of rent for the period of works		
	TBC annual rent		TBC
2.2	Loss of business rates for the period of works		
	TBC annual rates		TBC
2.3	Loss of service charge and insurance rent for the period of works		
	n/a annual insurance	n/a	n/a
2.4	Loss of holding costs for the period of works		
	TBC holding costs at		TBC
2.5	Financial Costs		
	TBC financial costs at		TBC
Sub-Total		2.1 - 2.5	0.00

		Basis	Landlord's Cost (£)
3	CLAIM FEES		
3.1	Surveyor's fees for preparation of the schedule		2,495.00
3.2	Building control or Approved inspector		
3.3	Appointment of Planning consultant		
3.4	Appointment of Structural Engineer		
3.5	Appointment of M&E consultant		
3.6	Solicitor's fees for service of the schedule		TBC
3.7	Fees for procurement and administration of the works @ 10%		
3.8	Fees for CDM Consultant (Principle Designer)		
	Sub-Total	3.1 - 3.5	2,495.00
4	VAT		
		shown at	
4.1	VAT on the Remedial Works	20%	0.00
4.2	VAT on the Consequential Losses	20%	0.00
4.3	VAT on the Claim Fees	20%	499.00
	Sub-Total	4.1 - 4.3	499.00
TOTAL FINANCIAL CLAIM			2,994.00

SECTION 4
RELEVANT DOCUMENTS

LEASE DATED 6 AUG 2018

3.5

To pay costs etc under SS.146 and 147 LPA 1925

To pay to the Landlord within 14 days of receipt of written demand all costs charges and expenses (including legal costs and fees payable to a Surveyor) which may be properly incurred by the Landlord:

- (a) in the preparation and service of any proceedings under Sections 146 and/or 147 of the Law of Property Act 1925 notwithstanding forfeiture is avoided otherwise than by relief granted by the Court; and
- (b) in the preparation and service of a Schedule of Dilapidations during the Term or within 6 months following the determination of the Term (but only relating to matters arising during the Term); and
- (c) incidental to the recovery of Rents or other monies due and payable under this Lease and not paid on the due date.

3.7

To repair exterior and interior

- (a) Throughout the Term to keep the whole of the Premises (including the exterior and structure of the Premises) including (without prejudice to the generality of the foregoing) all drains, soil and other pipes, sewers, sanitary and water apparatus, plate glass, roads, parking areas, fences, lifts, escalators, plant machinery, heating and air conditioning apparatus and appurtenances of whatever nature belonging to the Premises in good and substantial repair and maintained, paved, cleansed and amended in every respect and as often as shall be necessary to reinstate the Premises or any part or parts of them (damage by any of the Insured Risks and Uninsured Risk at the relevant time) excepted save to the extent that the policy or policies of insurance shall be vitiated or payment of the policy monies shall be refused in whole or in part in consequence of any act, neglect, default or omission of the Tenant or any sub-tenant or their respective servants, agents, licensees or invitees and the Tenant has not complied with its obligation under clause 3.28(c)
- (b) To the extent that at the date of this Lease the Premises are not in good and substantial repair then the Tenant shall put the Premises into good repair and thereafter keep them in good and substantial repair.
- (c) Notwithstanding the provisions of 3.7(a) and 3.11 the Tenant (meaning in this clause 3.7(c) W H Smith Retail Holdings Limited or any Group Company of W H Smith Retail Holdings Limited) shall not be obliged during the Term to repair any passenger lifts or escalators or their associated machinery nor at the expiration or sooner determination of the Term to deliver up any passenger lifts or escalators and their associated machinery in good repair and it is agreed that upon any renewal of this Lease under the Landlord & Tenant Act 1954 or any statutory re-enactment or replacement of it the provisions of this clause 3.7(c) shall be repeated in such renewal Lease

3.8

To keep unbuilt on parts tidy

To keep and maintain any areas not covered by buildings clear of rubbish and weeds and in a neat and tidy condition.

3.9

To Decorate exterior and interior

- (a) In the year 2020 and in every third year thereafter and also in the last three months of the Term (howsoever terminating) (but not where the Tenant renews this Lease nor in any case where such termination occurs within one year of any previous such Decoration) to Decorate all the external surfaces of the Premises.

- (b) In the year 2018 and in every fifth year thereafter and also in the last three months of the Term (howsoever terminating) (but not where the Tenant renews this Lease nor in any case where such termination occurs within two years of any previous such Decoration) to Decorate all the internal surfaces of the Premises.
- (c) (Unless the Tenant serves notice and is proceeding diligently to renew this Lease) in any decoration in the last three months of the Term the tints colours and patterns of all such works of external and internal Decoration shall be such as shall be approved by the Landlord (such approval not to be unreasonably withheld).
- (d) Where necessary the Tenant shall clean and polish the exterior stonework and other finishes to the exterior of the Premises as often as in the reasonable opinion of the Landlord is necessary.

3.10

To comply with all statutes

At all times during the Term to observe and comply in all respects with all and any provision, requirement and direction of and discharge any duties imposed by and any notice served under and to execute all works and provide and maintain all arrangements which are or may be directed or required to be executed, provided or maintained under any and every Act of Parliament (which expression in this covenant includes as well any and every Act of Parliament already or in future to be passed and any and every order, regulation, bye-law or direction already or in future to be made under or in pursuance of any such Act) or which may be at any time ordered by any inspector or any local authority so far as they relate to or affect the Premises or any part of them or their use or the use or employment in the Premises of any person or persons or any fixtures, fittings, machinery or chattels in them and whether required to be observed or complied with by the landlord or tenant or owner or occupier and to indemnify the Landlord at all times against all claims, costs, charges and expenses in respect of such matters and not at any time during the Term to do or omit or suffer to be done or omitted on or about the Premises any act or thing by reason of which the Landlord may under any enactment incur or have imposed upon it or become liable to pay any penalty damages compensation costs charges or expenses.

3.13

Permit entry for repairs or to carry out works

(Except where there is an alternative which is practicable and not materially more expensive) to permit the Landlord and the tenants and occupiers of any adjoining or neighbouring premises now belonging to the Landlord with tools and apparatus at any time or times during the Term upon prior written appointment (except in the case of emergency) to enter upon the Premises:

- (a) for the purpose of executing repairs to or upon such adjoining or neighbouring premises and
- (b) for the purpose of altering, repairing, cleansing, emptying or maintaining any Conduits in connection with any such adjoining or neighbouring premises
- (c) the person or persons exercising such right of entry causing as little inconvenience and damage as possible and the Landlord making good to the Tenant all damage thereby occasioned to the Premises or tenant's fixtures and fittings and stock in the Premises.

SECTION 5
LIMITATIONS

Extent of survey

Internal and external areas were inspected where accessible , though no access to the roof area was available. Parts of the property were concealed by fixtures, fittings and tenants office fittings. None of the fabric or services were opened up or tested. Therefore we cannot guarantee that further breaches do not exist in these areas. None of the building services were operated or tested. We carried out a purely visual inspection of the property.

Weather

On the inspection date the weather was dry and overcast.

Information available

This schedule has been compiled by reference to the following:

Lease 06 August 2018

(1) XXXX
and
(2) XXXX

Term Commences: XXXX for a term of 10 years

Dimensions / Quantities / Costs

Our measurements are based upon sample site measurements and are approximate. At tender stage, contractors will be asked to check and verify all quantities. Costs where shown are based upon all the works being undertaken as a single contract by a main contractor, with rates based on recent similar works and are current at the cover date of this schedule, with no allowances for inflation, contingencies, bankruptcy of contractors, VAT or other ancillary costs.

Limit of liability

This schedule has been prepared for the sole benefit of the instructing party and we cannot accept any liability to any other party, without our express agreement. If further breaches become apparent prior to any full and final settlement being agreed, the landlord reserves the right to claim for these and issue an updated schedule as necessary.