

Building Condition Report

On the Property

Situate and Known As

**I Chatsworth Grove
Whalley Range
Manchester
M16 8GY**



Prepared on behalf of: Mr Robert McGregor

Prepared by: Capstick Chartered Surveyors
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Date: 19 February 2021

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1. INTRODUCTION

In accordance with instructions received from Mr Robert McGregor, we confirm that an inspection of the above mentioned property was undertaken by Steve Capstick BSc (Hons) MRICS MCIOB on 12 February 2021.

We hereby submit this Building Condition Report prepared in accordance with our standard Terms of Engagement and Limitations, a further copy of which is included at Appendix 2.

2. SITUATION

The property is located at 1 Chatsworth Grove, Whalley Range, Manchester, M16 8GY.

3. DESCRIPTION

The property is a four bedroom semi detached house of traditional cavity wall construction with brickwork to the external walls, under a duo-pitched slate covered roof of traditional construction. We estimate that the property was built in circa 1870.

There is no off road parking to the property. However, there are parking spaces on Chatsworth Grove at the front of the property.

4. ACCOMMODATION

The accommodation is generally set out as follows:

On the Ground Floor:

There is a lounge to the front left, and an entrance hallway with stairs leading up to first floor level to the front right. To the rear of the property there is a kitchen and a living room with doors that lead out to the yard.

On the First Floor:

There is a landing area with stairs leading up to second floor level with one bedroom to the front, and two bedrooms and a bathroom to the rear.

On the Second Floor:

There is one bedroom, which includes storage cupboards.

Basement:

The property also includes a basement, which is mainly used for storage.

Outside

There is an enclosed yard to the rear with a combination of brick garden walls and concrete fencing to the side and rear boundaries.

5. TENURE

Specific information in respect of tenure was unavailable at the time of our inspection but for the purpose of this report, such is assumed to be either freehold or leasehold for the residue of 999 years, subject to no more than a fixed ground rent.

We have not inspected any documents of Title or leases other than specifically referred to and for the purposes of this report we have assumed that the subject interest is unencumbered and free from any unduly onerous or unusual easements, restrictions, outgoings, covenants or rights of way.

6. TOWN PLANNING

The property forms part of an established residential area where for the purpose of this report we have assumed that there is no adverse town planning or other proposals which would be of direct detriment.

It should be noted that the property is situated in the Whalley Range Conservation Area. Therefore, it is likely that there will be certain restrictions put in place by the Local Authority with regards to external repairs / alterations that you may wish to carry out to the property.

We have viewed the local authority website, and it appears that they do not have any records of any Planning consents relating to the property.

The Local Authority website confirms that a Building Regulations Consent was granted for installing a FENSA approved window to the property on 6 January 2009 (Reference CPS/09/92838).

The Local Authority website also confirms that a Building Regulations Consent was granted for installing a gas fired boiler to the property on 15 November 2018 (Reference GA/19/20039).

7. ROADS

Chatsworth Grove is made up and adopted, maintainable at the expense of the Local Authority.

8. ENVIRONMENTAL MATTERS

We are unaware of any adverse environmental issues likely to have a material effect upon the property. There are no apparent water courses within the locality to suggest any issues with flooding.

We have not been provided with an Environmental Assessment and our comments are based upon our knowledge of the area and our superficial inspection of the property and the immediate environs.

We have viewed the UKradon website, and it appears that the property is located in a low risk radon area.

We are unaware of any mining related problems in the immediate vicinity, but recommend that the customer's solicitors should raise a precautionary coal mining search.

9. CONTAMINATION

The property forms part of an area of established residential use where we have no reason to anticipate any undue risk of land contamination or contaminated land use.

We are not aware of the content of any environmental audit or other environmental investigation or soil survey which may have been carried out on the property and which may draw attention to contamination or the possibility of any such contamination.

We have not carried out any investigation into past or present uses either of the property or of any neighbouring land to establish whether there is potential for contamination to the subject from these uses or sites and have therefore assumed that none exists.

10. THE SURVEY

The property was inspected on 12 February 2021, during which the weather conditions were dry and sunny.

The property was occupied at the time of inspection, and we were accompanied by the owners of the property during our inspection. The presence of fitted carpets, floor coverings and items of fixed furniture throughout restricted the areas which could be exposed for inspection.

The property was inspected both internally and externally from respective floor and ground levels and, where appropriate, from our 4m surveyor's ladder. No parts of the property were, however, dismantled or in any other way opened up.

We must therefore state, that we have not inspected any timber or other parts of the property which were covered, unexposed or inaccessible and cannot report that such are free from rot, beetle or any other defect.

We further confirm that this report has been prepared in accordance with our standard terms of engagement, a further copy of which is enclosed herewith in Appendix 3.

Please note that the contents of the report are confidential and must not be divulged to any third party other than your own professional advisors without our specific written consent. Any third party relying upon the report or any part thereof does so entirely at their own risk.

Please note that all reference in this report to “left” or “right” is taken looking from the front of the property towards the rear.

11. GENERAL CONDITION

The property is considered to be in a fair condition for its age and type and where repairs will be necessary for both the immediate future and during ongoing maintenance. We have noted upon general wants of repair and catch up maintenance which will be required as part of the on-going maintenance strategy.

We have identified some failings in the quality of construction work undertaken which have resulted in the need to undertake remedial works to rectify this. The property is in need of some repairs internally and externally.

12. MAIN STRUCTURE

The property is of traditional load bearing brickwork laid in a stretcher bond, with timber floors to the ground, first and second floors levels and a solid floor to the basement.

The external walls of the property generally appeared to be level and true. We noted some minor hairline cracking to the brickwork to the rear elevation above and below the kitchen window. We believe that the extent and nature of the cracking is of a minor nature, but we recommend that the affected brickwork be monitored for a period of, say, 6 months to determine if the movement is progressive in nature and then re-point the mortar joints if the movement has ceased.

Internally we noted minor fracture cracking to the plaster wall and ceiling finishes. Therefore, we recommend that these cracks are filled with a good quality decorator's caulk prior to any decoration work being carried out.

13. MAIN WALLS

As noted within the 'Main Structure' section above, the walls are of load bearing brick cavity wall construction laid in a stretcher bond.

We were unable to locate a damp proof course to the external walls of the property during our survey. However, we anticipate that the property was originally built to include a bituminous damp proof course.

The external walls of the property generally appeared to be level and true. We noted some isolated recessed mortar joints to the brickwork on the rear elevation. Therefore, we recommend that the affected brickwork be repointed.

We noted isolated eroded bricks to the side and rear elevations. Therefore, we recommend that the affected bricks be cut out and replaced prior to the brickwork being repointed.

14. ROOFS

The roof comprises of a duo pitched covered roof on a traditional trussed rafter timber frame, with a slate covering. Ventilation was recorded to the roof in the form of a single tile vent to the slope of the roof. There is a velux roof light to the front slope of the roof, which was noted to be in fair condition.

The roof covering was noted to be in worn condition with isolated slipped, damaged and defective slates noted to the roof. Therefore, we recommend that the affected areas of the roof be patch repaired, in the short term to prevent water ingress occurring to the internal areas of the property.

We noted that the existing mortar joints to the ridge tiles had debonded. The affected ridge tiles would benefit from being repointed.

The timber fascias appear to be in fair condition taking into consideration the age and character of the property

15. CHIMNEY STACKS & FLUES

Three chimney stacks noted to the property, which are a combination of internal and external brickwork chimney stacks. The chimney stack to the front slope of the roof is an internal chimney that has a chimney breast that terminates in the lounge. The chimney to the rear slope of the roof is an internal chimney that has a chimney breast that terminates in the kitchen. The chimney to the outrigger is an external chimney, that has a chimney breast that terminates in the living room. However, the chimney stack has been removed from the outrigger, and the chimney breast has been capped off. The brickwork to the chimney stacks is in poor condition with recessed mortar joints to the brickwork and vegetation to the stacks. Therefore, we recommend that the vegetation be removed and the brickwork be repointed. We were unable to inspect the cement flashings.

We also noted that the chimney stacks to the front and rear slopes of the roof are leaning over. Therefore, we recommend that you arrange for a Structural Engineer to inspect the chimneys in question and to provide you with further advice regarding the structural integrity of the chimneys.

The lead flashings to the front chimney appeared to be in worn condition, with evidence of the lead flashings debonding from the chimney stack. Therefore, the lead flashings to the front chimney should be overhauled or renewed to prevent water ingress occurring to the internal areas of the property.

The lead flashings to the rear chimneys appeared to be in fair condition from our ground level inspection.

The chimney breast appears to have been boarded over in the kitchen, and as such is no longer in use. Should the chimney be used in the future, a full test and likely new lining material would be required to prevent the risk of contamination into the bedrooms. Furthermore, this would have to be Gas Safe approved and certified.

There are gas fires in-situ within the lounge and the living room and vent flues to the tops of the stacks. A Gas Safe Certificate will be required prior to use of the fires.

16. RAINWATER GOODS

The rainwater goods comprise of half-round plastic gutters leading into a combination round cast iron and plastic rainwater pipes, which are of mixed ages. The rainwater goods to the front elevation are worn and dated and would benefit from replacement. The rainwater goods to the rear elevation were noted to be in fair condition.

We noted the gutters to the front and rear elevations were blocked with leaves and debris. Therefore, we recommend that the gutters are cleaned in the short term.

17. DAMP PROOF COURSE & DAMPNESS

We were unable to locate a damp proof course to the external walls of the property during our survey. However, we anticipate that the property was originally built to include a bituminous damp proof course.

There are air bricks installed to the front and rear elevations to provide passive ventilation to the internal areas of the property. No specific dampness or condensation problems were noted during the course of our inspection. Adequate levels of heat and ventilation must be maintained to minimise the risk of condensation problems in the future.

18. FLOORS

Floors comprise of timber floors to the ground, first and second floors levels and a solid floor to the basement. There is a timber staircase leading from the ground floor to the first floor, and an additional timber staircase leading from the first floor to the second floor.

Fitted carpets, floor coverings and items of fixed furniture throughout the property restricted the areas of floor surface which could be exposed for inspection but, where the corners or edges of the floors were revealed or probed, conditions were found to be generally satisfactory with no signs or symptoms of serious defect present identified.

19. WINDOWS, DOORS & JOINERY

The windows installed to the property are double glazed UPVC casement windows, and they are a mixture of ages. We noted that there are no trickle vents to the windows. The windows are generally in fair condition. However, we noted a failed double glazed unit to the second floor bedroom window. Therefore, we recommend that the second floor bedroom window be reglazed.

There are external doors to the front and rear of the property. The front entrance door is a single glazed timber external door, which was noted to be in fair condition. The rear entrance doors are double glazed UPVC external doors. The rear doors that lead into the living room were noted to be in fair condition. The rear door that leads into the kitchen was noted to be worn and dated, and as such it would benefit from being replaced.

20. INTERNAL WALL, CEILING FINISHES & DECORATIONS

Wall and ceiling plasterwork throughout the property are in fair condition and are in keeping with the age and character of the property.

Hairline shrinkage cracks were noted to the plastered wall and ceiling finishes in isolated areas, which would benefit from being filled with a good quality decorator's caulk prior to any decoration work being carried out.

We noted the plasterwork to the living room walls and ceiling, and the second floor landing wall to be in worn condition, with cracking noted to the walls and ceiling. Therefore, we recommend that the affected areas of plaster to the walls and ceiling be hacked off and replaced with a new plaster, prior to decoration.

We noted some minor staining to the chimney breast to the rear left hand bedroom, which we appears to have been caused by a historic leak to the chimney. The leak to the chimney appears to have been fixed now. However, we recommend the situation be monitored in case there is any further water ingress to the rear left hand bedroom.

Internal doors throughout the premises are in fair condition.

The kitchen walls are tiled above the worktop with a fitted kitchen to the perimeter. General wear and tear is evident to the kitchen and fittings with minor repairs required to make serviceable. There is an electric oven, gas hob, a fridge freezer, and a dishwasher to the kitchen. None of the appliances have been tested, but visually they appear to be in fair condition.

There is a papered plaster ceiling with pendent light fittings to the kitchen with a ventilation unit incorporated. The ceiling and the fittings appear to be in fair condition.

We suggest that the property is in need of some redecoration works internally and externally upon completion of the remedial works proposed.

21. PLUMBING, HEATING & SANITARY WARE

The property is mainly plumbed using copper piping where visible. However, we did record some plastic pipes below the kitchen sink. There were no leaks or issues noted during our inspection.

Gas fired central heating is installed with a Worcester gas combination boiler located to the front wall of the basement. Visually the boiler appeared to be a modern installation, which we estimate to be approximately 2 years old. However, there were no service records or Gas Safe tests available, at the time of inspection. Therefore, we recommend that a Gas Safe registered plumber be instructed to inspect and test the central heating system carrying out any necessary servicing works prior to occupation.

No detailed tests have been undertaken in respect of the heating system but, from a visual inspection, we suggest that the radiators are a combination of double and single panel steel radiators, which were noted to be fair condition.

The bathroom suite appeared to be a relatively modern installation with a toilet, a wash hand basin, and a bath with a shower over it. Wall tiling is present to the bathroom.

22. SERVICES

Mains water, electricity, gas and drainage are supplied to the property.

Water

Mains water is supplied to the property; however, we did not identify the location of the incoming supply or water meter.

The internal pipework appeared to be a combination of copper and plastic. However, due to the age of the property we recommend that a water sample be taken to confirm that the water is safe to drink and free from contaminants such as lead.

Electricity

Mains electricity is supplied through the internal meter to the side wall of the basement.

During our inspection we recorded that the fuse board and installation is aged / dated and does not comply with current Regulations.

We recommend that an NICEIC electrician is now instructed to inspect the property, test the electrical installation, and provide a fixed wire safety report and recommendations. We believe an upgrade of the system will be required in the short term.

Gas

Mains gas is supplied through the internal meter to the front wall of the basement, and from a visual inspection, no signs of leakage or other serious problems were noted.

We must, however, confirm that no specific tests have been carried out and we therefore recommend that a Gas Safe registered plumber is now instructed to inspect and test the gas supply and appliances carrying out all necessary maintenance and servicing works to ensure safe and efficient use.

No carbon monoxide detector is installed at the property, and as such we would recommend that a carbon monoxide detector be installed.

Drainage

The property is connected to the main sewer and the drains were inspected from the yard chamber and appeared to be unblocked with no indications of serious problems evident.

Fire Safety

There are a battery operated smoke detectors to the hallway ceiling at ground floor level, and to the landing ceiling at first floor level. However, the smoke detector to the hallway ceiling was noted to be inoperable. Furthermore, we noted that there is no smoke detector to the second floor level. In our opinion this presents a significant fire safety risk. As such, we recommend that the smoke detector to the hallway be replaced, and an additional smoke detector be installed to the second floor level. We further recommend that the smoke detectors be upgraded to hard wired systems as opposed to the current battery operated alarms.

Intruder Alarm System

There is an intruder alarm system to the property, which appears to be operational. There is an alarm bell box to the front of the property. However, the intruder alarm system was not tested and as such it requires further assessment.

23. OUTBUILDINGS, THE SITE & BOUNDARIES

There is a low-level brick garden wall to the front of the property, and a front garden area with a concrete pathway. We noted recessed mortar joints to the brickwork of the front wall. We also noted eroded bricks to the front wall. Therefore, we recommend that the affected bricks be cut out and replaced and the brickwork be repointed. There is a single steel gate to the front boundary. The gate was noted to be in fair condition. The concrete pathway to the front of the property was noted to be in worn condition. Therefore, consideration should be given to resurfacing the pathway.

There is an enclosed yard to the rear of the property, with brick garden walls to the left and rear boundaries, and a concrete fence to the right hand boundary. The concrete fence was noted to be in fair condition. We noted open jointed brickwork to the side and rear boundary walls. We also noted eroded bricks to the boundary walls. We recommend that the brickwork be repointed. We further recommend that the eroded bricks be cut out and replaced prior to the brickwork being repointed. There is a single timber gate that leads out to a shared access ginnel. The timber gate is worn and dated. Allow to replace the gate.

The rear yard has a concrete hardstanding with a rainwater gulley and a drainage inspection chamber. The yard surface is mostly even, and the drainage appeared to be functional but it was not tested. The concrete surface was noted to be in worn condition. Therefore, consideration should be given to resurfacing the hardstanding.

24. ENERGY PERFORMANCE CERTIFICATE (EPC)

No Energy Performance Certificate was made available and therefore we have viewed the online EPC register for domestic properties and we have viewed an EPC for the property dated 6 July 2020 which confirms that in the current condition the property is of a rating D64. This represents the fourth lowest rating band that can be achieved. The EPC determines how energy efficient a property is and grades properties from A to G, with A representing the most energy efficient.

There are measures which will dramatically improve the rating and energy efficiency of the property, one of which is to install room-in-roof insulation with an estimated annual cost saving of £231 per year. We recommend that upon completion of any remedial works a new EPC is undertaken prior to occupation to represent the revised energy efficiency rating.

25. RECOMMENDATIONS & CONCLUSIONS

Our survey confirms that the property is generally in a fair condition for its age and character but, as can be seen from the body of this report, various defects and deficiencies are present which will require attention in both the immediate future and during ongoing maintenance.

We have highlighted a list of key repairs and associated costs, as an indication of the main defects that are to be addressed prior to occupation. It should be noted that the list is not exhaustive and should not be used as a schedule of works. A full detailed specification and schedule will be required prior to tendering out to competent contractors.



Signed

Steve Capstick BSc.(Hons) MRICS MCIOB

APPENDICES

APPENDIX I
PHOTOGRAPHS



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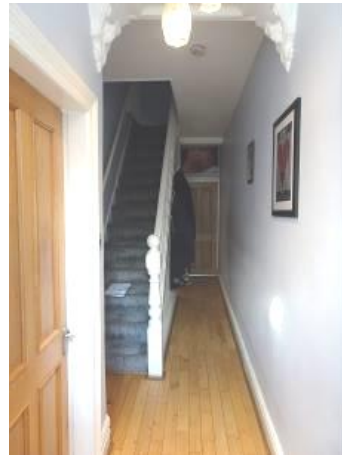
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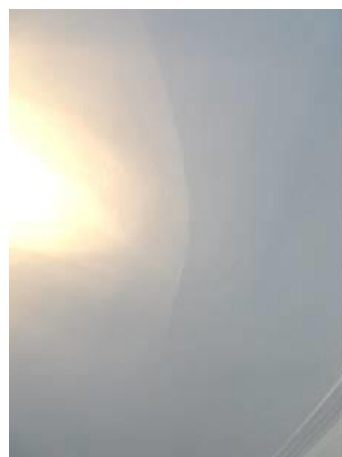
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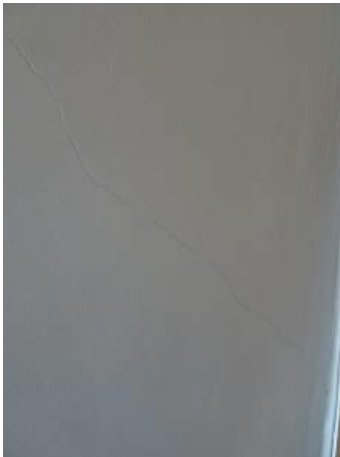
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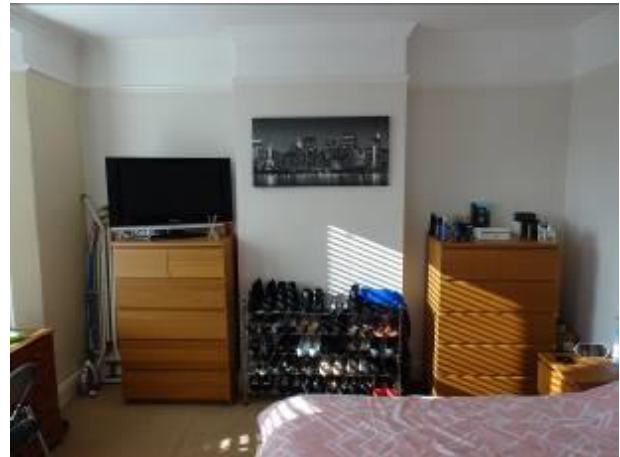
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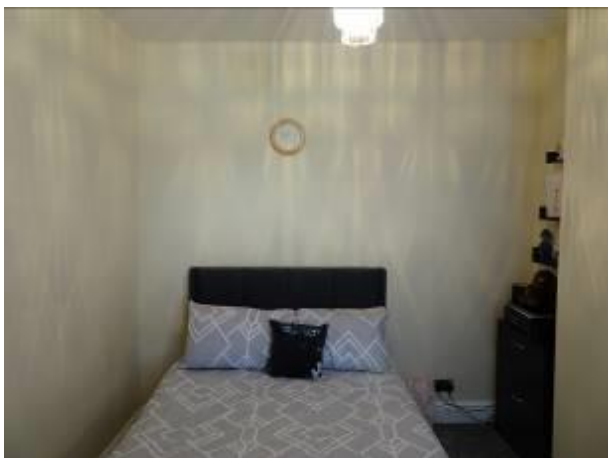
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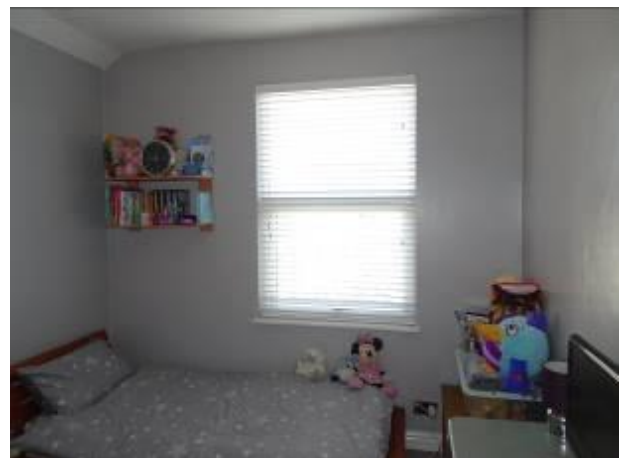
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APPENDIX 2

INDICATIVE BUDGET COSTS FOR MAIN DEFECTS NOTED WITHIN THE REPORT

External

1.	Repairs to roof, including patch repairs to slate covering and repointing ridge tiles.	£2,800
2.	Remove vegetation, repoint brickwork, and replace lead flashings to chimney stacks.	£1,500
3.	Replace rainwater goods to front elevation and clean out gutters.	£600
4.	Patch repoint brickwork to rear elevation.	£500
5.	Cut out and replace eroded bricks to side and rear elevations.	£1,500
6.	Replace failed double glazed unit to second floor bedroom window.	£250
7.	Replace rear door.	£750
8.	Resurface front pathway.	£900
9.	Repoint brickwork to boundary walls.	£1,300
10.	Cut out and replace eroded bricks to boundary walls.	£800
11.	Replace rear gate.	£500
12.	Resurface hardstanding to yard.	£2,700

Internal

13.	Electrical test and rewire.	£4,500
14.	Gas Safety Test.	£400
15.	Water Test.	£300
16.	Smoke detectors.	£700
17.	Test intruder alarm.	£150
18.	Carbon monoxide detector.	£100
19.	Plaster repairs to walls and ceilings.	£1,500
20.	Internal joinery allowance.	£600
21.	Asbestos survey (no allowance for unknown works)	£500

Budget Total

£22,850

(Note: All costs are budget estimate costs provided as an indication of likely level of expenditure. The costs do not allow for general decoration, floor coverings, fixtures and fittings, which will also be required. All costs exclude VAT, contractor overheads and profit. CDM Regulations 2015 apply.)

APPENDIX 3

TERMS OF ENGAGEMENT

Standard Terms and Conditions of Business

General

This section and the foregoing proposals set out the terms on which we accept your appointment. These terms will apply to all our work for you unless expressly varied in writing.

We will rely on you to supply in a timely manner, all instructions and information needed by us to act on your behalf. We will rely on you to inform us of any changes to those instructions or that information and to any other relevant circumstances. We are not under any obligation to check the accuracy of information you supply unless it is agreed in writing that we should do so.

Unless otherwise agreed in writing the services we provide are for the benefit only of the party to whom these terms and conditions are sent and as specified in the accompanying appointment letter. A person who is not a party to our appointment has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of our appointment.

Recovery of Fees

In the case of dispute work, you should be aware that if you are successful it will not usually be possible to recover all your costs because of the way in which the Court/Arbitrator assess them. Costs are not usually awarded to the parties to adjudication. In these cases, you will remain responsible for the full payment of our invoices when you receive them.

Suspending and Terminating Instructions

If either party becomes insolvent the other may terminate the appointment forthwith by giving written notice to the other.

In the event that you default in payment we may, on giving seven days written notice, suspend performance of our services. Performance will be resumed upon payment unless the suspension exceeds 6 months.

We may terminate the appointment if:

- you materially breach your obligations and have failed to remedy the breach within 14 days following written notice given by us and/or.
- without good reason you fail to give us information or instructions in a timely manner and/or.
- there is a serious breakdown in confidence between you and us and/or
- any other circumstances arise, which as a matter of law or practice, entitle us to terminate our appointment and/or
- our services are suspended for more than six months.

Within 28 days following suspension or termination you shall pay all fees and expenses due, commensurate with the services performed, up to the date of suspension or termination including time spent in the seven day period following any termination in closing down the instruction.

Payment Terms

Our fee invoices (including interim invoices) are due for payment in full on presentation, in sterling and without any deduction, set off abatement or counterclaim. In accordance with the Late Payment of Commercial Debts (Interest) Act 1998, we reserve the right to charge interest at 8% above the Bank of England's base rate on any fee invoices that are not paid within 28 days from the date of issue.

If you disagree with, or have queries about a fee invoice we request that you notify us within 14 days from the invoice date, after which time we will assume that you have agreed its content. If you do dispute any part of the invoice and so notify us you shall nonetheless pay all items which you do not dispute pending resolution of the balance.

We will be entitled to keep all your papers and documents while there is any money properly owing to us for our fees and expenses.

Disbursements and Expenses

These are costs and expenses paid to third parties on your behalf including, where appropriate, specialist contractors, Land Registry fees, Ordnance Survey plan fees and other relevant document fees. We have no obligation to meet such payments on your behalf unless we have received from you monies in respect of the disbursements in advance.

Exclusions and Limitations on Liability

Where you have a number of advisers including Capstick Chartered Surveyors advising on a matter our liability shall be limited to that proportion of any loss or damage suffered by you as it would be just for us to pay having regard to our responsibility for it and on the basis that all other advisers liable for the same loss or damage shall be deemed to have paid you such proportion which it is just for them to pay having regard to the extent of their responsibility.

Unless otherwise agreed our maximum aggregate liability to you for any breach of contract, negligence or breach of statutory duty or otherwise is limited to one million pounds (£1,000,000) except that nothing in these terms and conditions shall exclude or limit our liability in respect of death or personal injury caused by us.

Asbestos

If we undertake any services in relation to a building or structure containing asbestos or asbestos containing materials in addition to the limitations on liability set out above our liability is limited to the direct result of our negligence or breach of contract and to the cost of re- performance of our services and/or rectification or remediation (as appropriate) or the diminution in value of any buildings or structures we survey.

We shall not be liable for:

- any damage to property other than the building/or structure or any part thereof which requires re- performance of our services and/or rectification and/or remediation.
- death, injury, illness or disease whether bodily or mental.
- physical impairment or damage to any ecological system.
- consequential indirect, economic or financial loss.
- any analysis and/or testing undertaken by asbestos testing organisations on your behalf whether instructed by you or us.
- due to or arising from the presence or release of asbestos or asbestos containing materials.

Complaints

We operate a Complaints Handling Procedure, a copy of which is available upon request.

We operate a Complaints Handling Procedure, a copy of which is available upon request

We will tell you the name of the Partner responsible for work carried out by us. The Partner is the person you should contact first if at any time you wish to discuss any matter we are handling for you so that any concerns can be addressed. If he is unable to resolve the complaint to your satisfaction he will arrange for the complaint to be investigated and report to you.

Copyright

Copyright in all documents produced or used by us in connection with any appointment shall remain with Capstick Chartered Surveyors but subject to the payment of our fees in accordance with these terms and conditions we grant you a licence to copy and use the documents in connection with the subject matter of the appointment.

Jurisdiction and Disputes

These Terms and Conditions and our appointments are governed by English law.

Any dispute arising from or under these Terms and Conditions and/or any appointment shall be referred to and determined by an arbitrator to be agreed between you and us or in default of agreement, shall be appointed upon the application of either party by or on behalf of the Vice President or President for the time being of the Royal Institution of Chartered Surveyors.

Data Protection Privacy Notice - Clients

Capstick Chartered Surveyors are committed to protecting and respecting your privacy as our client.

This Policy explains when and why we collect personal information about people, how we use it, the conditions under which we may disclose it to others and how we keep it secure.

We may change this Policy from time to time so please check our web pages occasionally to ensure that you're happy with any changes.

What type of information is collected from you?

We usually collect information that you willingly provide us with in order to perform services to yourself as our client.

The personal information we collect might include:

- Personal identification data (Name, surname, title, date of birth)
- Contact information data (Email, phone number, address, country)
- Images and/or videos from which you may be identified (e.g. CCTV images from our clients managed properties)
- Financial and earnings data (Bank account and profits / remuneration data but not credit card data)
- Medical details where that is relevant to a claim/case/matter
- Details of your education and employment history
- Special Categories of personal data in rare circumstances (including race, religion, political interests) only where relevant to our engagement and this will be kept securely away from other data
- Data required for Money Laundering Checks and other ID checks
- Any other information that you decide to voluntarily share us (Feedback, opinions, reviews, comments, uploaded files, interests, information provided for our due diligence processes)
- Personal data about other named parties to our engagement (e.g. your spouse or business partners). You must have their authority to provide their personal data and share this Privacy Notice with them beforehand.

Information we may collect from other sources

We may obtain information from agents, lawyers, accountants and other professional advisors who are acting on your behalf.

We may also obtain information available on public registers to facilitate the work we are doing for our clients or perform due diligence on prospective engagements, this may include information from credit reference or fraud prevention agencies, electoral roll, court records of debt judgements and bankruptcies, land registry, Companies House and other publically available sources.

To the extent permitted by applicable law, we may also obtain information about you from other sources, such as public databases, joint marketing partners, social media platforms and other third parties. For example, depending on your social media settings, if you choose to connect your social media account to our account, certain data from your social media account will be shared with us, which may include data that is part of your profile.

On what legal basis do we use your data?

We use your data to establish or potentially establish a **contractual relationship** with you or to perform our obligations under a contract.

We use data for our **legitimate interests** where we process data:

- to keep you informed of properties for rent or sale
- to inform you about the services or activities of the Company

Sometimes we also hold personal information for **legal and regulatory reasons** for instance:

- to comply with tax regulations
- for legal and regulatory requirements and related disclosures
- for the establishment and defence of legal rights
- activities relating to the prevention and detection of fraud or crime
- to verify your identity, make credit, fraud prevention and anti-money laundering checks

How is your information used?

We may use your information to:

- manage and maintain our relationship with you including to carry out our obligations arising from any contracts or engagements entered into with you
- conduct identity, credit, regulatory, and conflict checks
- organise services from suppliers and service providers
- comply with legal obligations and to establish, exercise, or defend ourselves from legal claims
- organise and promote events, including the creating of attendee lists and name badges
- any other legal basis anyhow permitted by local laws
- manage the take on or handover of managed property
- send you communications which you have requested or that may be of interest to you including information about our products and services
- seek your views or comments on the services we provide
- pursue our legitimate interests

How long do we hold information on you?

We review our retention periods for personal information on a regular basis. We are legally required to hold some types of information to fulfil our statutory obligations.

We will hold your personal information on our systems:

- for as long as is necessary for the relevant activity
- as long as is set out in any relevant contract you hold with us
- as required for legal or insurance purposes
- as is practical or necessary within the IT system we use

Generally we will hold data for 7 years from the end of our engagement with our client or the end of a lease. There are situations where we hold data for longer including:

- Construction Projects where a formal contract is signed as a deed – data is held for 12 years from Practical Completion of the scheme
- Valuation files where a re-valuation is performed.
- Investment and property purchase history also available in public records and databanks.
- Document under seal which must be 12 years (e.g. some leases or deeds or contracts)

Who has access to your information?

Your personal information will not be disclosed to third parties unless either you agree or we are required to do so to comply with our contractual, legal or regulatory requirements. For instance, where necessary or required we share information with:

- suppliers of goods or services
- financial organisations and credit reference agencies
- debt collection and tracing agencies including bailiffs
- local and central government
- tax authorities
- police forces
- regulatory authorities
- security organisations
- legal and other advisors
- other companies in the same group
- accountants
- other parties to a transaction or engagement
- former owners and managing agents of a property you engage us to manage and subsequent owners and managing agents you instruct us to hand over to
- insurance brokers
- mortgage providers
- business associates
- tenants of and suppliers to your properties

We may pass your information to third party service providers, advisors, agents, subcontractors and other associated organisations for the purposes of fulfilling obligations to you our Client. When we use third party service providers, we disclose only the personal information that is necessary to deliver the service.

If you are selling or renting a property your personal name may be disclosed in legal packs which are available via our partner web site until the property is sold or delisted.

We will not sell or rent your information to third parties.

We will not share your information with third parties for marketing purposes.

What we would also like to do with your data

We would however like to use your name and email address to inform you of our future offers and similar products. This

information is not shared with third purposes and you can unsubscribe at any time via phone, email or our website.

Security precautions in place to protect the loss, misuse or alteration of your information

When you give us personal information, we take steps to ensure that it's treated securely.

Non-sensitive details are transmitted normally over the Internet, and this can never be guaranteed to be 100% secure. As a result, while we strive to protect your personal information, we cannot guarantee the security of any information you transmit to us, and you do so at your own risk. Once we receive your information, we make our best effort to ensure its security on our systems.

We select appropriate services providers who apply high standards of security when it comes to web hosting and IT networks.

We have policies and technical measures in place to protect your Personal Data against unauthorised access, accidental loss, improper use and disclosure. All of our employees and any third parties we engage to process your personal information are obliged to respect the confidentiality of your information and comply with IT and Data Protection Policies.

We do not sell, rent, distribute or otherwise make personal information commercially available to any third party, except as described in this policy or with your prior permission.

Do we collect data from children?

We do not intentionally collect information from children under the age of 16.

If you are under the age of 16, we advise that you speak with and get your parent or guardian's consent before sharing your data with us.

Parents of Children under the age of 16: we recommend you to check and monitor your children's use of our products, systems, services, applications (including websites and other digital channels) and their Social Media usage in order to make sure that your child does not share personal data with us without asking your permission.

Transferring your information outside of Europe

All the personal data we process is processed by our staff in the UK however for the purposes of data storage and hosting this information may be located on servers within the European Union.

Any information that you provide to us may entail a transfer of your information to outside the EEA where the level of protection may not be as comprehensive as it is within the EEA. We will ensure that procedures are put in place to ensure that your Personal Data is adequately protected.

If you use our services while you are outside the EU, your information may be transferred outside the EU as a result of the means by which you access information (for example receiving email on your portable device).

What are your rights?

You have a right of access to Personal Data that we may hold about you, to have inaccurate information about you corrected and to request that we stop using your Personal Data for marketing purposes.

You can always contact us if you would like to:

- review, change or delete the data you have supplied us with (to the extent we are not otherwise permitted or required to keep such data)
- object to certain data processing operations (e.g., opt-out from marketing communications)
- receive a copy of your data (in a common machine readable format, to the extent it is required by applicable law)
- raise a complaint on how we have handled your personal data
- ask us any other questions related to the protection of your data

If you are not satisfied with our response or believe we are processing your personal data not in accordance with the law you can complain to the Information Commissioner's Office at <https://ico.org.uk/>

Review of this Policy

We keep this Policy under regular review. This Policy was last updated in April 2019.

Limitations Applying to Our Professional Service

Concealed Parts

If we observe evidence to suggest that concealed parts of the structure and fabric might be defective, we will advise you accordingly and make recommendations for further investigations. However, unless otherwise instructed by you, we will not open up for inspection any permanently enclosed or concealed parts of the structure and fabric.

Deleterious and Hazardous Materials

We will advise you if we consider that there exists a significant possibility that deleterious or hazardous materials exist at the property. Unless otherwise instructed, we will not undertake or commission any inspections or laboratory tests to confirm the extent and precise nature of any deleterious and hazardous materials that might be present.

Services Installations

Our report on the services installations will be based on a cursory inspection only in order to include a general description in this report. We will not test any of the installations. Unless otherwise instructed, we will not commission the inspection and testing of any installations by specialist consulting engineers. If we find visual evidence to suggest that there might be significant problems with any of the installations, or if they are particularly sophisticated or complex, we will advise you accordingly, and make recommendations for further investigation and/or testing by specialists.

Building access

Access to some areas may be restricted or denied. If we find that our inspection was excessively limited we will advise you accordingly and seek your further instructions.

Land Contamination

We will not make any formal enquiries or carry out investigations into the potential contamination of the site or neighbouring land.

Compliance with Legislation

Our inspection will not involve a review of the state of compliance with statutory requirements such as the Building Regulations, Workplace Regulations, Fire Regulations and the Equality Act. Compliance with these regulations requires a more detailed study and involves the preparation of a detailed risk assessment. Such studies and risk assessments are beyond the scope of this type of inspection and report.

Liability and Confidentiality

The building inspection report may only be relied upon by (the instructing party) to whom we owe a duty of care. The report must not be passed for information, or for any other purpose, to any third party without our prior written consent; such consent will not be unreasonably withheld or delayed. Such consent shall not entitle any third party to place any reliance on the report and shall not confer or purport to confer on any third party any benefit or right pursuant to the Contracts (Rights of Third Parties) Act 1999.