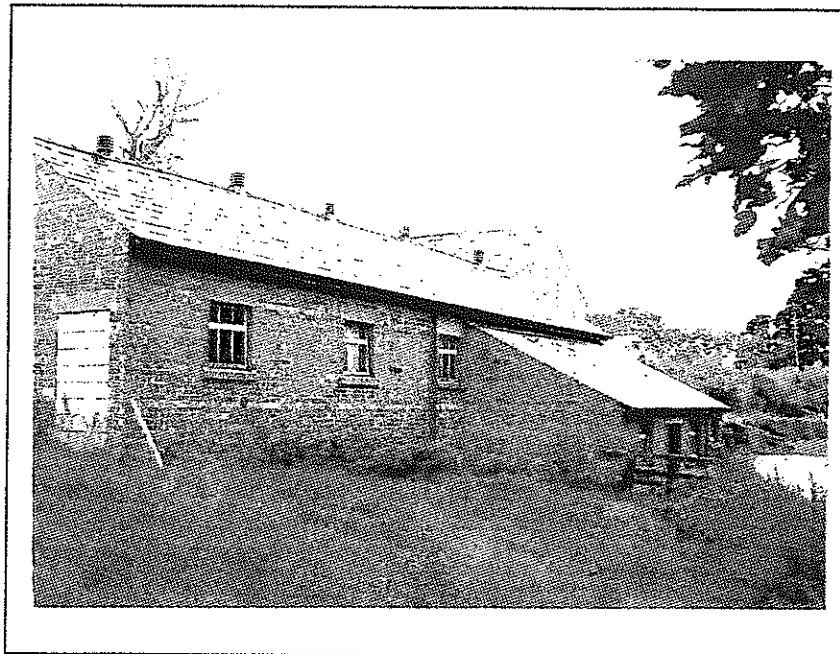


320130193P



**BUILDING SURVEY REPORT**

**WHEATLEY FARM BARN  
FOUR ACRE LANE  
THORNLEY-WITH-WHEATLEY**





320130193P

**Our Reference:** 12.482/GM

**Issuing Office:** Preston

**Survey Date:** 03 October 2012

**Report Date:** 01 November 2012

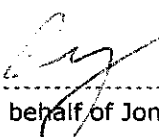
**Report Revision:** \_

**Report Author:** Gary Melling BSc (Hons) MRICS

**Report Check:** Ken Jones BSc (Hons) MRICS

**Client:** JP Planning

**Address:** Hill Crest Farm  
Startifants Lane  
Chipping  
Lancashire  
PR3 2NP

  
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For and on behalf of Jones Melling Limited

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320130193P

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## BUILDING SURVEY REPORT

**Client:**

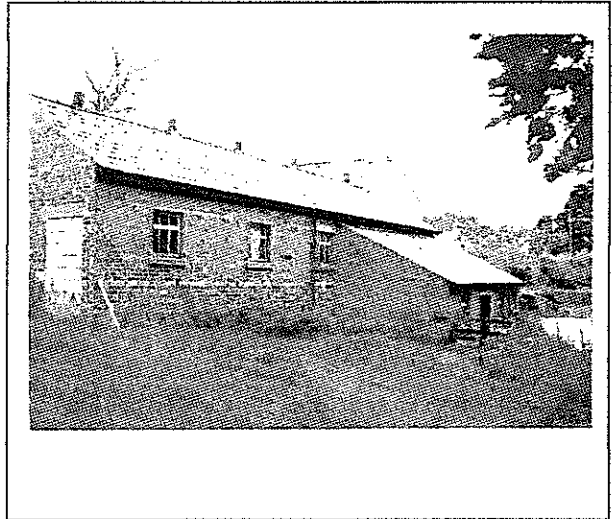
JP Planning

**Property Address:**

Single Storey Barn  
Wheatley Farm  
Four Acre Lane  
Thornley-with-Wheatley  
Preston  
Lancashire  
PR3 2TD

**Inspection Date:**

3 October 2012



### 1.0 INSTRUCTIONS

Instructions were received from Julia Pye of JP Planning to undertake a site visit to the above property during late September 2012 so as to inspect the property with regards to its condition and from this verbally report our findings to JP Planning's Client and JP Planning themselves. From this further instructions were received during mid October 2012 to provide a building survey report on the property compiled from our initial site visit findings, photographs provided by JP Planning and an ordnance survey plan of the property and site in question.

The report was confirmed as being required so as to be appended to a Planning Application for the building in question with the Planning Application encompassing the conversion of the existing property into a residential property. The following sections of this report detail the building's condition, remedial works to protect the structure of the building in the short to medium term prior to conversion and commentary with regards to its suitability for conversion.

It must be noted that we have not been party to any plans detailing the proposed conversion to date. In addition no opening up works were undertaken on site during our visit to determine foundation depths, foundation make up and such like. Our site inspection was visual only and only included the property itself and did not include adjacent properties, structures or hard/soft landscaping.

### 2.0 SUITABILITY FOR RESIDENTIAL CONVERSION

Our building inspection did not reveal any evidence of significant defects to the structure of the property other than those noted below. Provided you take into consideration the issues raised within this report along with the cost of the conversion including the repairs noted and satisfactorily address any legal issues raised, then from a technical perspective, there is nothing to prevent the progression of the residential conversion. We cannot advise with regards to the Environmental liability of the site as no Phase I Environmental Audit has been instructed. In addition we cannot advise as to the full extent of asbestos containing materials found to the property as we have not undertaken an asbestos survey of the building.

### 3.0 PRINCIPAL SURVEY FINDINGS

The following items represent the key matters for consideration as a result of our building inspection with regards to the form of construction and condition of the property:



### 3.1 Roof Coverings and Structure

The main roof structure consists of a natural slate covered roof that includes 8no. sections of glazing acting as bespoke roof lights with 5no. "castle" chimney pots to the ridge line acting as ventilators to the internal area. These coverings are laid on timber battens on timber rafters that are supported off a timber ridge beam, mid slope purlins and timber wall plates. These are all supported off the solid masonry gable end walls and intermediate masonry gable walls built off structural steelwork.

In addition timber fascias can be found to the north west and south east flank elevations with black uPVC gutters fastened to them so as to drain the roof coverings. Some black uPVC downpipes are also present to these gutter installations however a number have become detached allowing rainwater to drain down external walls.

A second roof structure is located to the north western elevation extension that has similar coverings to the main roof with these supported off timber battens and rafters that span between the external wall and the main barn wall. These have been under drawn with suspected asbestos containing board. Timber fascias and black uPVC gutters can be found externally as well.

No sarking felt or insulation was noted to the roof structures.

Roof coverings across the property are in good condition along with their respective structures. Isolated areas of rot and beetle attack were noted however these items can be easily removed and/or treated as part of any refurbishment and conversion works.

We suggest as part of any planned conversion or refurbishment works at the property that the roof coverings are stripped off, set aside for re-use, the roof structure refurbished, repaired and suitably upgraded including the re-use of the natural state roof coverings.

### 3.2 External Walls

The external walls to the building are of traditional solid masonry construction utilising stock orange/brown brickwork laid in a version of American Common Bond. All external walls have been fitted with a damp proof course that ranges between 3 and 8 courses above finished ground level. No thermal insulation, be it original or retro fitted, was noted to the external walls.

Detailing comprises of natural stone lintels and sills to window and door positions with the south western gable wall being finished in undecorated smooth render. A doorway to the north eastern elevation has been blocked up with common blockwork, however all other original window and door positions remain in use.

Minimal structural movement was noted to the external walls of the property other than to the south western gable end wall where this wall has been impact damaged fairly severely by a tractor hitting the wall towards the southern corner in the recent past. This has caused the wall to cave in slightly in this area and has reduced the structural integrity of this gable end wall to a minimum; however minimal to no adverse affect is noted to adjoining elements such as the roof structure and surrounding walls. We do however recommend that this wall is shored up in the short term and rebuilt as part of the planned conversion works. Minimal other structural movement was noted and were noted we suggest it is historic.

Rising or penetrating damp was not noted to the external walls other than through existing door openings which is surprising for a building of this type and age. Water damage was noted to external faces of external walls in a number of places where downpipes have been removed thus allowing rainwater to drain down the external walls over long periods and thus causing masonry to spall and disintegrate in these isolated areas. In addition areas of efflorescence staining was noted to the south eastern elevation caused by rainwater splashing up against the wall constantly from the hard standings.

Pointing to all elevations is generally friable.



We recommend as part of any planned conversion of the property that the external walls are upgraded accordingly to meet current regulations. Works would include the rebuilding of the aforementioned impact damaged gable end wall, repointing and replacement of impact damaged and spalled brickwork, the installation of thermal insulation (most likely to the internal faces of the external walls) and the refurbishment of the existing damp proof course (we have indicated that it is in good condition in paragraphs above, however taking into account the age and construction of the building, we recommend that it is refurbished to prolong its life and maintain the walls as a whole). We also recommend that the efflorescence is removed from external walls and French drains or similar installed to the perimeter of the building so as to reduce the risk of damp penetration to the building.

### **3.3 Isolated Internal Structural Elements**

A number of isolated structural elements were noted internally to the property with these forming the main structural support of the property above ground.

To the main building these take the form of masonry piers spaced out equally along the internal faces of the main flank walls that in turn have structural steel "I" beams spanning between them. These structural steel beams then support the aforementioned intermediate masonry gables and the roof structure above.

These installations are in satisfactory condition with the masonry piers being in similar condition to the external walls. Steelwork is generally in satisfactory condition however all have a layer of corrosion to all members with some slight deflection to some members being noted also. We suggest that all structural steelwork is cleared of corrosion, rust inhibitor applied and all elements checked in detail to confirm that corrosion has not gone beyond the point of satisfactory repair. Any installations that are found wanting following exposure and corrosion removal should be removed and replaced on a like for like basis. From views of these members from ground level, we suspect that this replacement will be limited as no structural movement was noted to the masonry supported above these structural elements.

More minor structural steelwork can be found to the north western elevation side addition giving lateral support for the structure. These elements were in similar condition to the above.

As part of any conversion works undertaken to the property, if the above structural elements are to be retained, they should be fully refurbished and suitable fire protection applied as part of works to them.

### **3.4 Foundations and Ground Floor Slab**

The foundations to the property were not exposed during our inspection. From above ground views and views of the property's structure as a whole, we suggest that they are of either a stiffened edge slab or are concrete strip foundations with the concrete ground floor slab laid between them. Exposure of the foundations is recommended to confirm their makeup and adequacy, however their adequacy will only be able to be confirmed once the proposed conversion design has been completed from which further comment will be able to be made as to whether they are adequate or underpinning will be required to take any new loads imposed on the property.

The insitu concrete ground floor slab was showing no signs of deflection, depression, cracking or similar thus we suggest that it is certainly adequate for purpose, however we recommend that once the planned conversion design has been confirmed that a trial core be taken through the slab to confirm make up and adequacy for its new use. We would however suggest that no thermal insulation was incorporated into the slab when first cast (due to the intended use of the building originally) thus this will be required to be added to the top of the slab as part of any conversion works plus a suitable screed on top of this before any floor coverings are laid. This should be factored into any design being drawn up as internal floor levels will alter from that found at present. This factor will also have an impact on doorways and such like through the external walls. It may even impact on head heights beneath the existing structural steelwork found to the property.



No penetrating dampness was noted through the slab other than for a minor ingress area to the northern corner of the building where the internal floor level is beneath external ground levels. We do suspect this has been caused by a minor failing in the external wall rather than the slab in this area. The lack of penetrating damp would suggest that a damp proof membrane was incorporated into the slab when first cast however we recommend that this be confirmed during a trial core. If no damp proof membrane has been incorporated then we recommend that one is at the same time as the insulation works detailed above.

The ground floor slab to the north western elevation extension appeared to be of similar construction however its condition was not able to be ascertained fully due to poor light levels and stored items. We suggest however that it is in a similar condition to the main building and thus will only need minor upgrade.

### **3.5 Fenestration**

Fenestration comprises of single glazed top hung decorated timber casement windows to both flank elevations and decorated solid timber pedestrian doors to the north western and south western elevations. A part timber clad metal rail gate to the south western elevation was also noted.

All installations were found to be in fair to poor condition with rot being noted to most installations along with failed decorations. We recommend that all are removed and replaced during any planned conversion works.

### **3.6 Internal Fit Out**

The property is currently used as a barn and store for the adjacent farm and is thus sparsely fitted out. The property is provided with an electrical and water supply however both are for agricultural use only and we suggest that both will require complete removal and replacement during any planned conversion works.

Internally the masonry walls have received white paintwork decorations however this is extremely dated and peeling and will need removal and replacement as part of any planned conversion works.

An asbestos survey was not undertaken during our visit to the property but suspected asbestos containing elements were noted to the north western elevation extension. As part of any planned conversion works a Demolition/Refurbishment Asbestos Survey (formerly Type 3) will be required to comply with Statute and this will identify all asbestos containing materials. As it is planned to convert the property, we recommend that all asbestos containing materials are removed as part of these works.

## **4.0 ASSET MANAGEMENT CONSIDERATIONS**

### **4.1 Fire Safety**

No fire warning, safety or fighting installations were noted throughout the property with this being expected as it is currently an agricultural building. As and when the property is being converted into residential accommodation, Part B of the Building Regulations will be required to be applied and thus a hard wired smoke alarm, suitable fire protection of structural elements, suitable means of escape and such like will be required to be designed into the conversion project. As the property is relatively small and spread out over one level only, we suggest that this will be comparatively simple to adhere to.

### **4.2 Health & Safety**

As mentioned above, a Demolition/Refurbishment Asbestos Survey is recommended to be undertaken at the property prior to commencement of any conversion works so as to ascertain the locations of any asbestos containing materials. We would further recommend that all are removed as part of the conversion works.



Due to the building being utilised as an agricultural building at present we recommend that the property be checked for rats, pigeons and other disease carriers that could remain post conversion with all eradicated and measures taken to ensure that they do not enter the property in the future.

Over the above, we suggest that typical health and safety measures in line with the CDM Regulations will be required to be adhered to throughout the course of the conversion works. Regulations are set to change in the near future in this regard bringing residential works under the existing remit of the full CDM Regulations thus we suggest that any project going forward for this building should take this into account.

#### 4.3 Statutory Compliance

All works detailed above will require Building Control Approval along with suitable Planning Permission being achieved for the conversion works. The Client is to note that the Building Control Approval process will also typically want all services to be fully tested and in compliance with statute. In addition a suitable air tightness test, sound test and such like will be required.

#### 4.4 Energy Performance Certificate (EPC)

An EPC will be required for this property following completion of the conversion works. We recommend that the factors that are taken into account when compiling an EPC are looked at and adhered to during the design stage of the conversion project so that a suitable EPC can be calculated on completion of the works.

### 5.0 RECOMMENDATIONS FOR FURTHER TESTING

| Recommendations For Further Testing    | Yes/No   | Comments                                                                                                                                                                                                                                                                                                                                                                                                     |
|----------------------------------------|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Asbestos                               | Yes      | A Demolition/Refurbishment Asbestos Survey will be required to be undertaken at the premises prior to any works being undertaken to the property.                                                                                                                                                                                                                                                            |
| Concrete (HAC, Chlorides and Woodwool) | No       | No structural concrete elements noted to the building other the ground floor slab.                                                                                                                                                                                                                                                                                                                           |
| Services Installations                 | Yes / No | Even though the premises is supplied with a water and electrical supply, we suggest that this will be completely replaced during conversion works thus a full test will not be required on commencement of works.                                                                                                                                                                                            |
| Phase 1 Environmental Audit            | Yes/No   | The site as far as we are aware has always been utilised as agricultural buildings or similar, however the local Authority may request an Environmental Audit as part of any Planning Permission process undertaken for the premises.                                                                                                                                                                        |
| Structural Assessment                  | Yes / No | No structural defects noted that require an input of a Structural Engineer. However we recommend that once the design of the conversion has been confirmed that the foundations be exposed to confirm their make up and suitability for the conversion along with a trial core through the slab. Further opening up of steelwork ends were imbedded in walls should also be undertaken to confirm condition. |
| EPC                                    | Yes      | An EPC will be required for the property in question prior to the completion of the conversion works.                                                                                                                                                                                                                                                                                                        |
| Other                                  | No       | No further testing required.                                                                                                                                                                                                                                                                                                                                                                                 |



## **6.0 ITEMS FOR YOUR SOLICITOR**

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The following items should be addressed by your solicitor:

- Confirm whether any Planning / Building Control Conditions are outstanding on the property.
- Confirm whether there are any restrictive Planning Conditions for the property / area that the property is located in.
- Confirm the exact boundary of the site including the ownership of all boundary structures.
- Confirm whether or not there are any rights of way across the site other than as mentioned above.
- Confirm whether there is any risk to the property from above / below ground works in the area such as redundant mines, water courses, etc.
- Confirm how the property will be accessed from the public highway and the demarcation of the site's boundary.

## **7.0 SCHEDULE OF REPAIRS AND BUDGET COST ESTIMATE**

At this point we would normally provide a schedule of budget costs with regards to the remedial works required to the property, however as the property is currently being looked at for conversion to a residential premises, we feel that a schedule of budget costs would be inaccurate. This is due to the fact that some or all of the repair costs may well be superseded by the conversion works. We would be happy to re-visit the costings at a later stage, in addition to the conversion works to provide an accurate budget cost estimate for the conversion works.

## **8.0 CONCLUSION**

We hope the above has provided an overview of the building in question and its current condition. In addition we have indicated what works would be required to existing elements of the building so as to either repair them and/or upgrade them as part of the planned conversion works.

All in all the building, all be it an agricultural barn, is in surprisingly satisfactory to good condition with minimal structural movement (save for the tractor impact damage). This is even more surprising as it is located on a slope that when the site was visited was extremely wet with a high water table.

We would agree that the property does require a good amount of work to bring it to a condition that would form a suitable residential property, however we feel that the majority of the existing structure will be able to be retained and utilised as part of the planned converted property as long as it is maintained and upgraded as part of the conversion works.



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**APPENDIX A**  
**PHOTOGRAPHS**

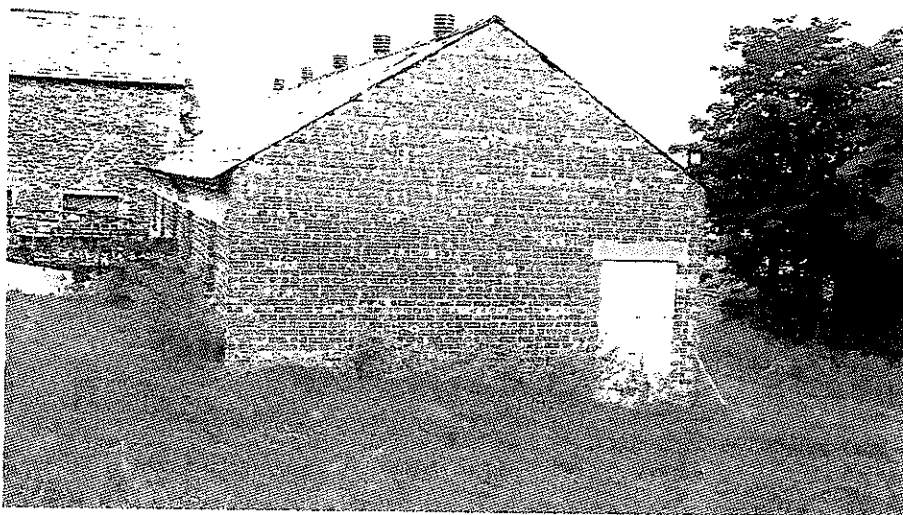
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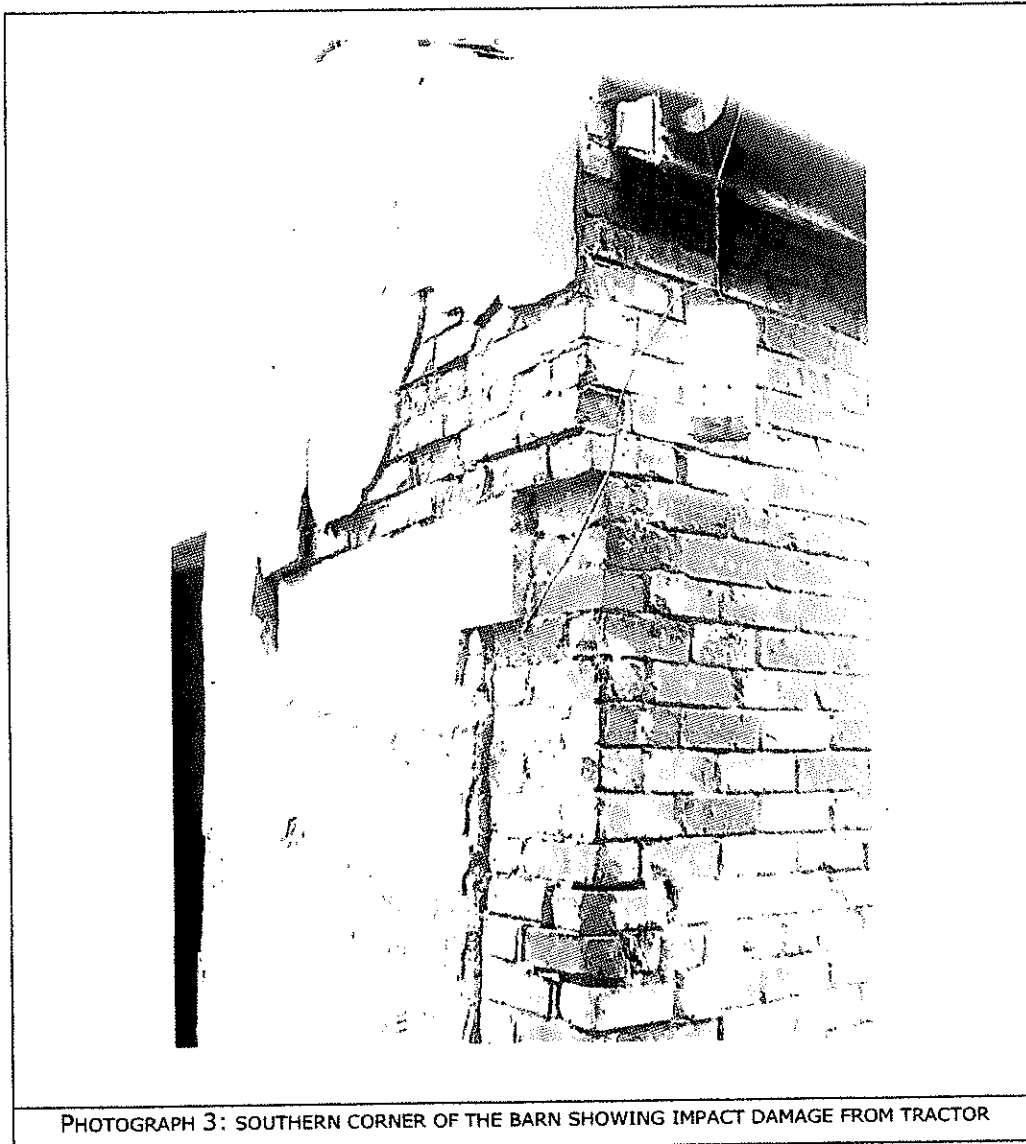
PHOTOGRAPH 1: VIEW OF THE SOUTH EASTERN ELEVATION OF THE BARN



PHOTOGRAPH 2: VIEW OF THE NORTH EASTERN ELEVATION OF THE BARN



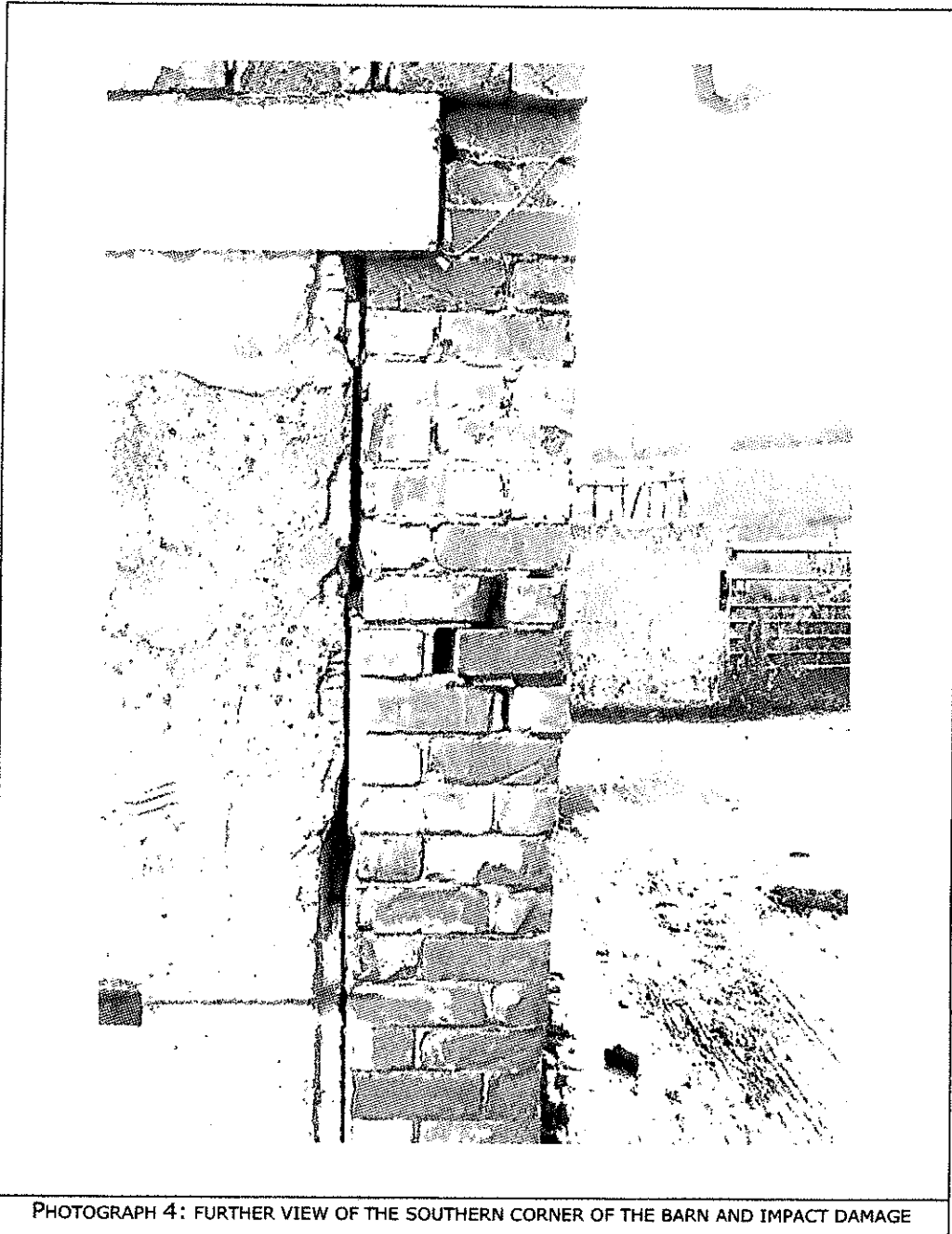
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PHOTOGRAPH 3: SOUTHERN CORNER OF THE BARN SHOWING IMPACT DAMAGE FROM TRACTOR



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PHOTOGRAPH 5: VIEW OF THE WATER DAMAGED SECTION OF THE SOUTH EASTERN ELEVATION WALL



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PHOTOGRAPH 6: VIEW OF NORTH WESTERN EXTENSION TO THE BARN WHERE IT MEETS THE BANKING



PHOTOGRAPH 7: FURTHER VIEW OF NORTH WESTERN ELEVATION OF EXTENSION



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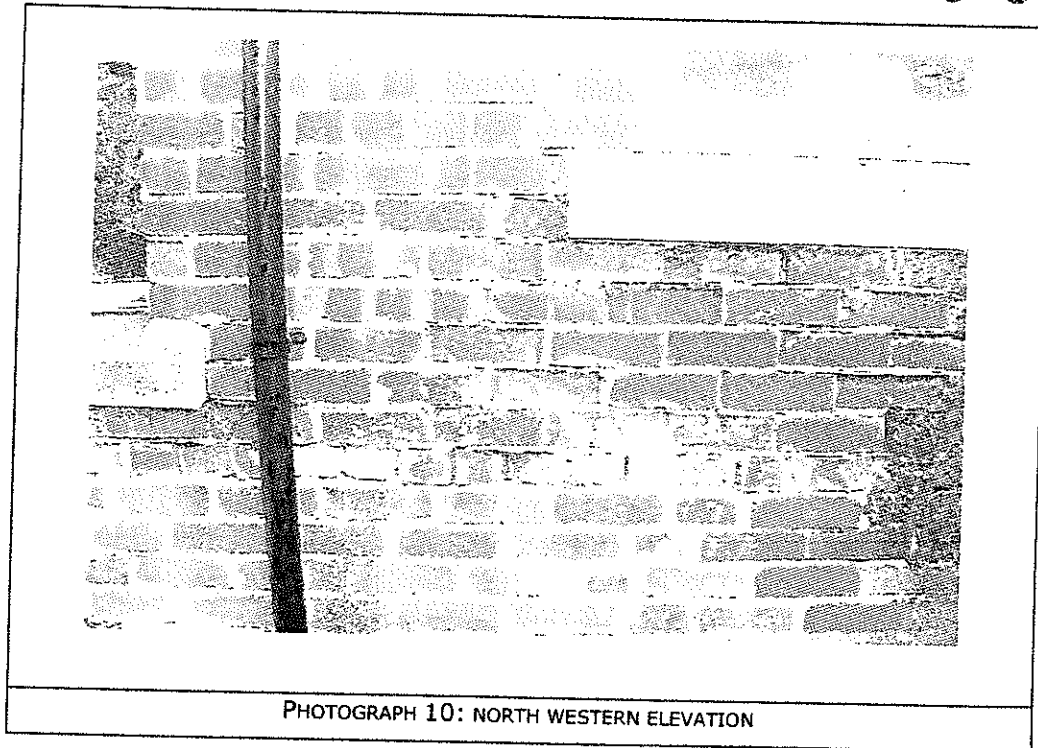
PHOTOGRAPH 8: NORTH WESTERN ELEVATION



PHOTOGRAPH 9: NORTH WESTERN ELEVATION



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PHOTOGRAPH 10: NORTH WESTERN ELEVATION



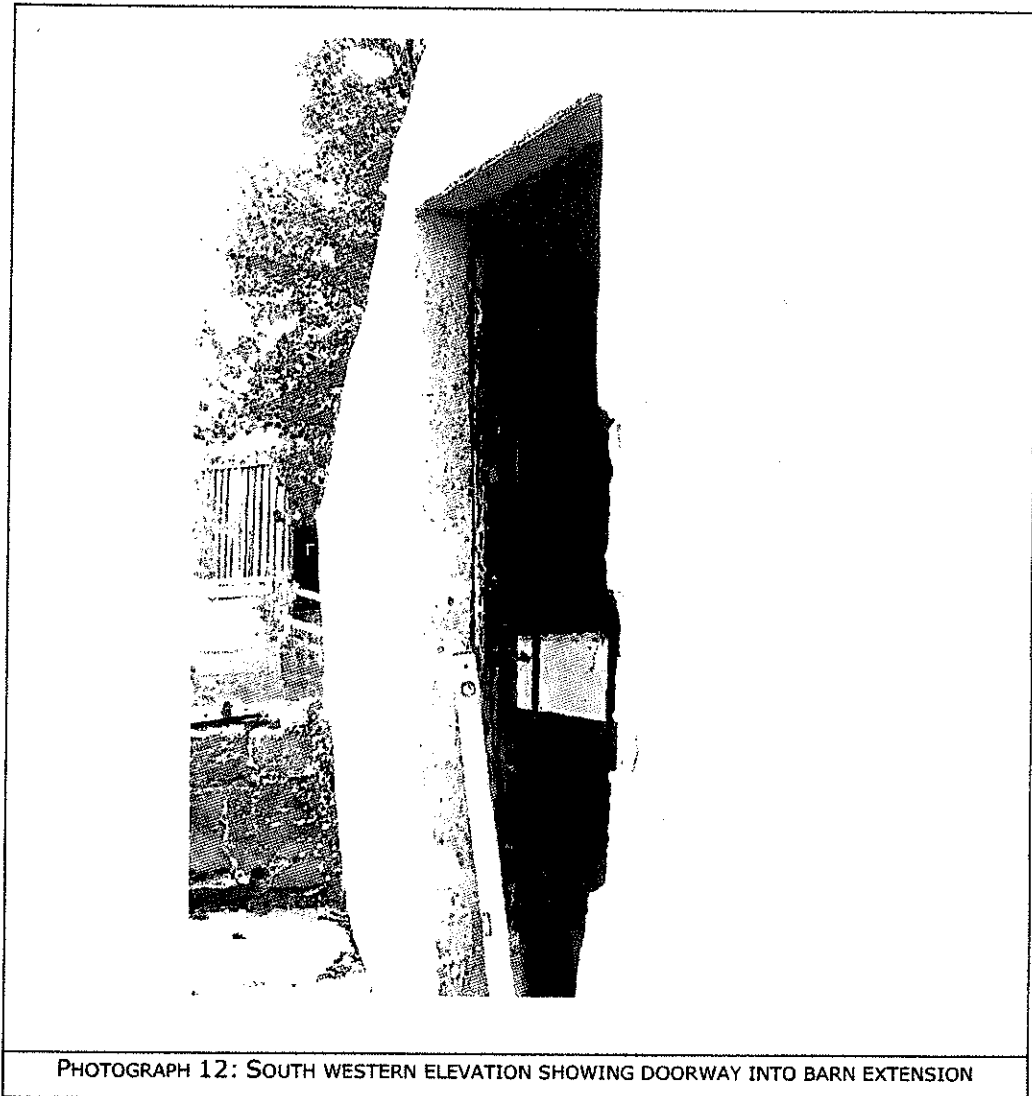
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PHOTOGRAPH 11: INTERNAL VIEW OF MASONRY INFILL ABOVE STRUCTURAL STEEL BEAM



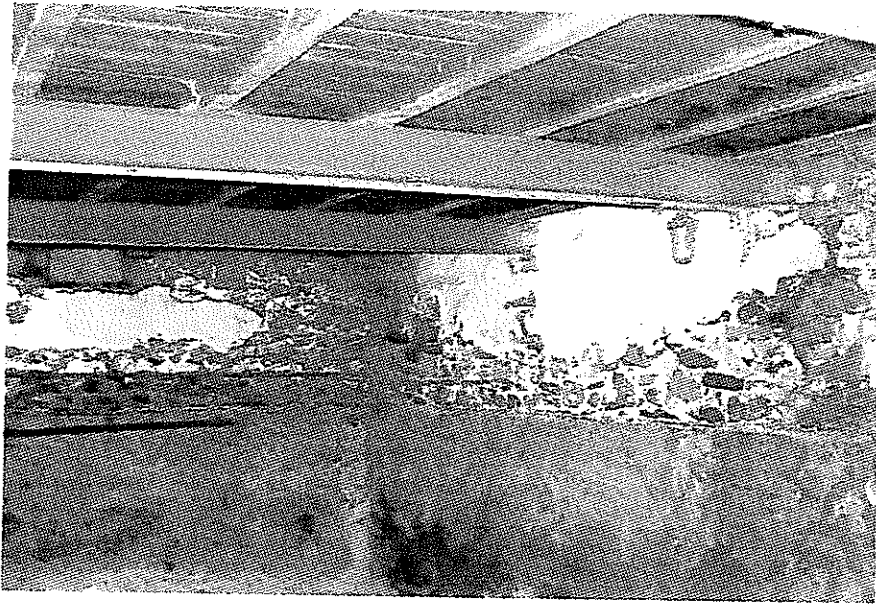
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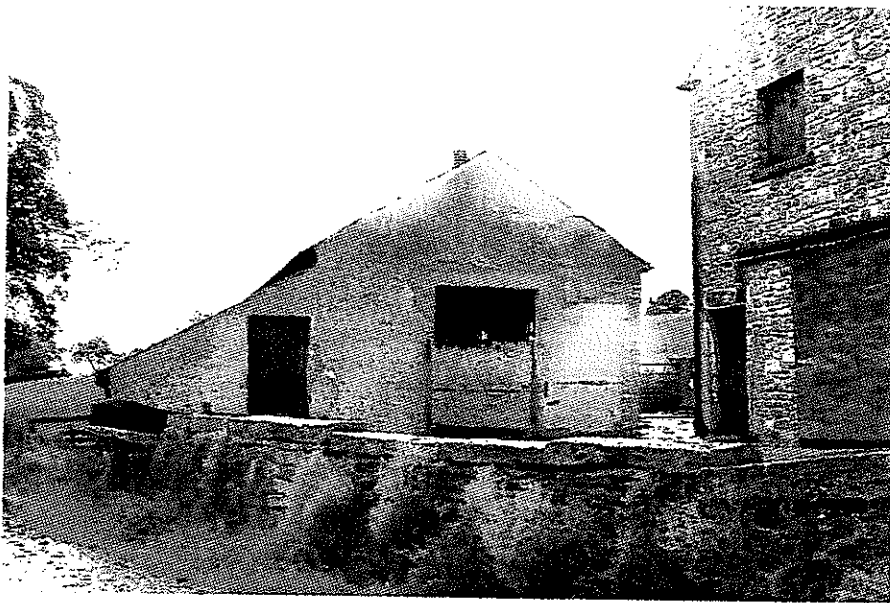
PHOTOGRAPH 12: SOUTH WESTERN ELEVATION SHOWING DOORWAY INTO BARN EXTENSION



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PHOTOGRAPH 13: INTERNAL VIEW OF NORTH WESTERN EXTENSION ROOF STRUCTURE



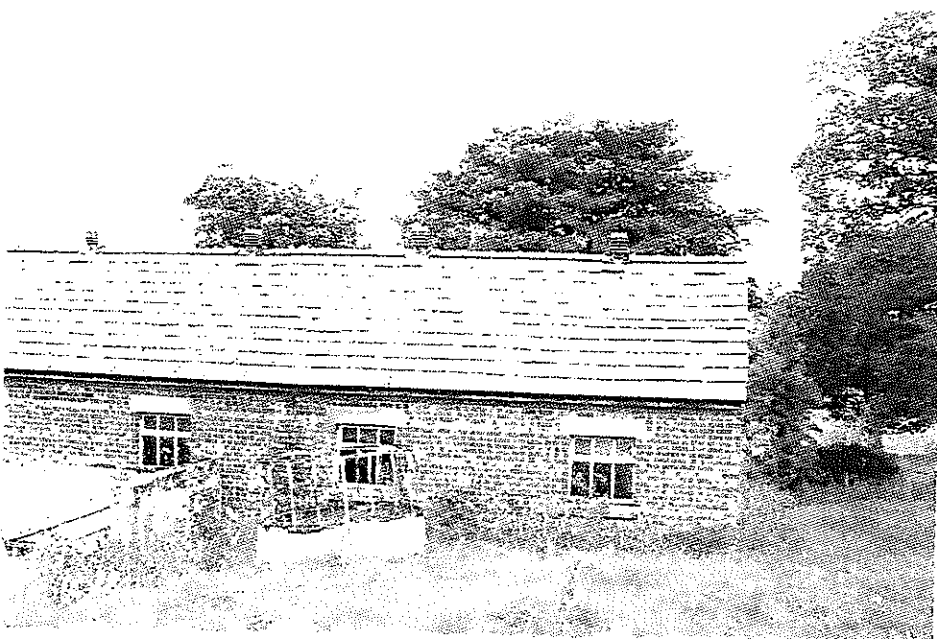
PHOTOGRAPH 14: SOUTH WESTERN ELEVATION



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PHOTOGRAPH 15: SOUTH EASTERN ELEVATION



PHOTOGRAPH 16: SOUTHERN CORNER OF BUILDING



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PHOTOGRAPH 17: NORTH WESTERN ELEVATION



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**APPENDIX B**  
**DELETERIOUS MATERIALS**



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**DELETERIOUS MATERIALS**

Certain materials used in building construction in the past years are no longer considered suitable. It is usual for your Solicitor to make enquiries to ascertain whether any such materials were likely to have been used in the construction of the property.

- High alumina cement (HAC).
- Woodwool slabs used as permanent formwork to concrete or in structural elements.
- Calcium chloride additive in reinforced concrete.
- Aggregates for use in reinforced concrete which do not comply with the requirements of British Standard Specifications 882:1992 and aggregates for use in concrete which do not comply with the relevant provisions of British Standards Specifications 8110:1985 and sea dredged aggregates, save where those sea dredged aggregates have been tested in accordance with British 812:1975 and 812:1976 and conform in all respects to British Standard 881:1983.
- Urea formaldehyde, foam or materials that may release formaldehyde.
- Alkali silica reaction (ASR).
- Calcium silicate bricks or tiles.
- Asbestos or asbestos containing materials "fibres".
- Materials which are generally composed of mineral fibres either man-made or naturally occurring which have a diameter of three microns or less and a length of two hundred microns or less or which contain any fibres not sealed or otherwise stabilised to ensure that fibre migration is prevented.
- Lead based paints, and other lead products or products/ materials containing lead, which maybe ingested, inhaled or absorbed, or be specifically in contact with potable water.
- Chlorofluorocarbons.
- Masonry/ stone/ brick slip or panel cladding systems without mechanical fixings and/ or mechanical support.
- Other substances generally known at the time of use to be deleterious to health and safety or to the durability of buildings and/ or structures and/ or finishes and/ or plant and machinery or in any part thereof in the particular circumstances in which they are specified or authorised for use.



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**APPENDIX C**  
**TERMS, CONDITIONS AND LIMITATIONS**

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# Standard Survey Limitations

These Survey Limitations form part of the Agreement between Jones, Melling Limited and the Client.

The Agreement is supported by the Client's signature which is evidenced on the Services Proposal letter which is referenced below, any additional Surveys carried out under this Agreement will also be subject to the limitations as set out below:

Service Proposal Letter Reference: \_\_\_\_\_ Dated: \_\_\_\_\_

## Limitations

### **1.0 Building Services**

The information that will be provided will be of a general level only, in addition Jones Melling Limited will not undertake to assess the efficiency of installations found or their compliance with current regulations. Advice will be provided to the Client if we believe that a specialist mechanical and electrical consultant is required to advise the Client further.

### **2.0 Contamination**

Comment will be made on any obvious contamination noted, however, Jones Melling Limited will not undertake any investigations or testing of the previous or current uses of the site or surrounding land. Advice will be provided to the Client if Jones Melling Limited believe that a specialist environmental consultant is required to advise the Client further.

### **3.0 Disabled Access**

Jones Melling Limited will provide comment on general accessibility into, around and within the building / site, however, comments will be of a cursory nature. Jones Melling Limited comments should not be considered as a substitute for a full Access Audit.

### **4.0 Deleterious / Hazardous Materials**

Jones Melling Limited will advise the Client if Jones Melling Limited consider there is a significant possibility that deleterious or hazardous materials exist at the property. Jones Melling Limited will not undertake or commission specific inspections, laboratory testing or reports unless Jones Melling Limited receive further instructions from the Client. Where composite cladding panels or similar have been noted in Jones Melling Limited report Jones Melling Limited confirm no intrusive testing has been undertaken to determine their make up or whether they are approved by the Loss Prevention Certification Board unless instructed otherwise by the Client.

### **5.0 Occupied Buildings**

If buildings are occupied at the time of Jones Melling Limited inspection, access to some areas may be restricted or denied. If this is the case, this will be identified within the report.

### **6.0 Legislation Compliance**

The survey will involve a general review with regards to compliance with Statutory Requirements such as the Building Regulations, Workplace Regulations, Fire Regulations, Disability Discrimination Act and other relevant matters. It is to be noted that compliance with Regulations often requires a more detailed study and/or the preparation of a detailed risk assessment. Certain items are beyond the scope of a standard report. Where such items arise, this will be commented on within Jones Melling Limited report and recommendations given for further investigation. It should also be noted that the requirements under the Disability Discrimination Act are based on reasonableness, the meaning of 'reasonable adjustment' has yet to be determined by the Courts and Jones Melling Limited advice represents Jones Melling Limited Interpretation of the Act at this time.

### **7.0 Budget Costs**

Where budget Cost Estimates have been included within reports, costs are to be taken for guidance purposes only and do not comprise of measured quantities but are based on knowledge and experience of similar works. Costs are exclusive of contractor's preliminaries, contingencies, builders work in connection with services, professional fees and VAT unless otherwise stated in the specific report. They are based on current prices and no allowances have been made for inflation unless otherwise stated. Costs for high level access have been included where indicated.



# Standard Survey Limitations

## 8.0 Weather Conditions

Jones Melling Limited inspection(s) may be obstructed by weather conditions found on site at the time of inspection. This will be reported within the report(s) as necessary.

## 9.0 Jones Melling Limited will not, unless specifically advised within the report:

- Investigate whether the cost of carrying out all works immediately will be greater than carrying them out individually, as and when required;
- Include costs for investigate works;
- Allow for any loss and / or damage to works as a direct result of a bomb blast or other act or terrorism, malicious damage, fire, flood or other Act of God;
- Include costs consequent to a delay in works caused by the discovery of asbestos or other deleterious material;
- Include the costs of investigative works to establish the cause of defects; and
- Include the costs incurred in out of hours working or of security staff.

## 10.0 Concealed / Hidden Elements and Areas

All buildings contain inaccessible, concealed or unexposed elements. In addition, occupied properties may have certain restrictions with regards to access. Where safe and practicable to do so, inspection of voids above suspended ceilings, beneath raised floors and other similar areas will be carried out from a limited number of sample points. These will be detailed in Jones Melling Limited report, however, inspections may be severely limited by lack of light, obstructions, depths of voids and the occupancy of the building in general. In addition Jones Melling Limited will not lift manhole covers, however, if possible a limited number will be lifted. Where necessary a CCTV examination will be recommended. Jones Melling Limited will not lift fitted floor coverings, floorboards or move heavy or built in items of furniture or appliances. Jones Melling Limited will report on such as and when necessary.

## 11.0 Vertical Access Restrictions

Jones Melling Limited will arrange for the hire of vertical access equipment where necessary and through prior agreement with the Client. However if no vertical access equipment is supplied, all comments will be made from views from ground level or from a surveyor's ladder.

## 12.0 Destructive Tests and Opening Up Works

Jones Melling Limited will not undertake any destructive tests, opening up works or general exposure of hidden parts of a building unless previously agreed with the Client along with all costs for opening up and such like.

## 13.0 Specialist Consultants and Contractors Limitations

If specialist consultants or contractors are appointed on the Client's behalf, we will not be held responsible for their costs, quality of service or general performance. Reference to their findings may be made in Jones Melling Limited documentation, however, this should not be held as a substitute for reading their specific report in its entirety. In addition Jones Melling Limited cannot be held responsible for their conclusions.

## 14.0 Confidentiality and Liability

All documents issued by Jones Melling Limited are for the specific attention and information of the Client only. Jones Melling Limited cannot accept any third party liability for the whole or any part thereof, unless through prior consultation and subsequent permissions being released by Jones Melling Limited to do so. All documents in full or part, or any reference to, may not be published in any way or included in any published document, circular or statement without prior written approval from Jones Melling Limited of the form and context in which it may appear.



# Terms & Conditions

This document forms the basis of Contract between Jones Melling Limited (Registered Company No. 06879418) and the Client.

This Agreement is to be evidenced by the Client's signature on the Service Proposal letter which is referenced below, any subsequent services additional to those set out in the Services Proposal will be carried out under the same terms as this Contract:

Service Proposal Letter Reference: \_\_\_\_\_ Dated: \_\_\_\_\_

## Services & Definitions

### **1.0 Jones Melling Limited**

The relationship is solely with Jones Melling Limited and has the sole legal liability for the work done for the Client and for any act or omission in the course of that work. No member, consultant or employee of Jones Melling Limited will have any personal legal liability for that work whether in contract, tort or negligence. In particular, the fact that an individual member, consultant or employee signs in his or her own name any letter or other document in the course of carrying out that work does not mean that he or she is assuming any personal legal liability for that letter or document.

"Agreement" means the Terms and Conditions set out in this document.

In this agreement "Client" means the person, firm or company to whom the Services and Goods are provided.

### **2.0 Performance of Services**

Services carried out by Jones Melling Limited shall be performed exercising all the reasonable skill, care and diligence to be expected of a properly qualified and competent consultant experienced in carrying out works of a similar nature, size, scope and complexity of the Services.

### **3.0 Contracts (Rights of Third Parties) Act 1999**

Nothing in this Agreement shall either confer or purport to confer rights on any third party under the Contracts (Rights of Third Parties) Act 1999 other than those rights which are specifically preserved and protected herein.

### **4.0 Copyright & Confidentiality**

Copyright in all drawings and documents prepared by Jones Melling Limited for delivery to the Client shall remain vested in Jones Melling Limited but the Client shall have a license to use the drawings and documents for any purposes for which they were produced by Jones Melling Limited, subject always to Jones Melling Limited having received full payment for the Services in accordance with the provisions of this Agreement. Jones Melling Limited shall not be liable for the use of any such drawings or documents for any purpose other than that for which the same were prepared.

Save as may reasonably be necessary for the proper performance of the Services and Additional Services or as may be required by law, both parties shall not for the duration of the Project or at any time thereafter, for any reason, disclose to any person or otherwise make use of any confidential information which relates to the Project, Client or Consultant without the appropriate and prior written consent.

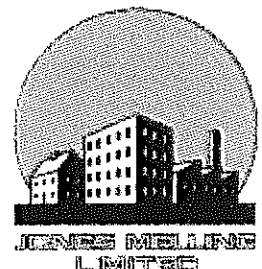
### **5.0 Fee Basis & Other Costs**

The basis of Jones Melling Limited fees for Services will be agreed between Jones Melling Limited and the Client. Fees will typically be quoted on a fixed fee basis expressed as a lump sum or as a percentage of final construction costs on building projects. Where work cannot be precisely defined, fees will be calculated on a time charge basis at rates agreed between Jones Melling Limited and the Client. Fees for work undertaken on a time charge basis will be calculated on all time spent on a project namely inspections, travelling time and office time.

Fees are quoted exclusive of Value Added Tax, which will be added to the fees at the rate in force at the date the fees are rendered.

Unless stated otherwise the quoted fees shall typically include disbursements incurred in discharging the instruction such as travel, subsistence, photography, printing, copying, binding and postage. Where disbursements will be charged in addition to the fee (including but not limited to equipment hire, specialist testing, bulk printing) this will be confirmed in writing and the expenses charged at cost as disbursements.

Unless agreed otherwise the costs of any specialist consultant Jones Melling Limited appoint on the Client's behalf will be paid directly by the Client. Similarly Jones Melling Limited expect the costs associated with Planning, Building Regulation applications and other Statutory Approvals to be paid directly by the Client.





# Terms & Conditions

## 6.0 Timescale

Jones Melling Limited shall carry out the Services in a reasonable time until a timescale has been agreed between Jones Melling Limited and the Client. Jones Melling Limited shall use reasonable endeavours to comply with any such agreed timescale. The Client shall supply Jones Melling Limited free of charge all relevant data and information available to the Client and shall give such assistance, decisions and access as may be reasonably required by Jones Melling Limited in performing the Services in sufficient time such that Jones Melling Limited are able to perform the Services in accordance with any agreed programme. Jones Melling Limited can accept no liability for any delay or loss which accrues due to prevarication or obstruction by others.

## 7.0 Payment Terms

Jones Melling Limited payment terms are 14 calendar days. Jones Melling Limited reserve the right to charge interest at 4% over the Bank of England Base Rate on any accounts which are not paid within 14 days. Jones Melling Limited may issue interim invoices at monthly intervals from the date of the Agreement, dependant upon the timescale associated with the Services.

## 8.0 Limit of Liability & Exclusions

Unless otherwise specifically agreed in writing, Jones Melling Limited aggregate liability arising from any breach of the terms of this Agreement, whether in contract, tort, statute or otherwise, howsoever and whenever such liability was or is incurred, for any claim or series of claims arising out of the same occurrence or series of occurrences shall not exceed £1.0M (or, if greater, the amount of any applicable professional indemnity or public liability insurance held by Jones Melling Limited and which is valid in respect of the relevant liability).

No action or proceedings under, or in respect of, this Agreement whether in contract, tort, negligence, breach of statutory duty or otherwise shall be commenced against Jones Melling Limited after the period of six years from completion of the Services or such earlier date as may be prescribed by law.

Nothing in this Agreement shall exclude or limit Jones Melling Limited liability for death or personal injury caused by Jones Melling Limited negligence, or that of Jones Melling Limited members, consultants, employees, agents or sub-contractors (as applicable) or fraud by Jones Melling & Partners or Jones Melling Limited members, consultants or employees.

Dependant on the Service, Jones Melling Limited will include Survey Limitations which will identify limitations in relation to the appropriate service beyond which Jones Melling Limited will not be liable for.

## 9.0 Liability Associated with Third Parties

Jones Melling Limited reports are for the use of the Client (s) for whom they are prepared and must not be reproduced in whole or in part or relied upon by any third party without our express written authority.

Where Jones Melling Limited incorporate documents and drawings produced by third parties into reports, Jones Melling Limited accept no liability for their content.

## 10.0 Termination

The Client may terminate or suspend Jones Melling Limited Services at any time by giving 7 days written notice.

In all cases the Client shall pay all fees and expenses due, commensurate with the Services performed, including time spent involved with the suspension/termination of the Services. Jones Melling Limited reserve the right to invoice for the greater of a time-charge for the work carried out or in relation to:

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

- Lump-sum fixed fees: Pro-rata the fee by reference to the stage that work has reached.
- Building Projects: a proportion of work that Jones Melling Limited have carried out according to pre-determined Service Stages.
- 'Success' fees: a reasonable percentage of the anticipated fee, by reference to the stage in negotiations that has been reached.

In the event that the Client defaults in payment and fails to remedy such breach within 7 days notice thereof then Jones Melling Limited reserve the right to give the Client written notice to suspend performance of Jones Melling Limited Services until such time as payment is made or indeed to terminate performance of such Services.

Any termination by Jones Melling Limited shall discharge Jones Melling Limited from any liability or further performance of this Agreement but shall not affect any rights and shall be without prejudice to liabilities or obligations which have accrued or become due prior to the date of termination.

Jones Melling Limited may terminate the Agreement if the Client materially breaches their obligations and fail to remedy the breach in the 14 days following notice served by Jones Melling Limited.

## 11.0 Complaints & Disputes

In the event that the Client has a complaint you will have access to Jones Melling Limited Complaints Handling Procedure (a copy of which is available on request). Where the dispute remains unresolved either party may refer the dispute to an adjudicator / arbitrator. The adjudication / arbitration shall be conducted in accordance with the Construction Industry Council Model Procedures current at the time of entering into the Agreement.

These Terms and Conditions and our Agreement is governed by English Law.

