

337 RYEHILL ROAD
GLASGOW
G21 3DU



Home Report

One triangle, all angles covered

RESIDENTIAL / COMMERCIAL / PROPERTY & CONSTRUCTION /

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Energy Performance Certificate

Energy Performance Certificate (EPC)

Scotland

Dwellings

337 RYEHILL ROAD, GLASGOW, G21 3DU

Dwelling type: Mid-terrace house
Date of assessment: 25 March 2022
Date of certificate: 28 March 2022
Total floor area: 85 m²
Primary Energy Indicator: 214 kWh/m²/year

Reference number: 5412-6327-3100-0025-6222
Type of assessment: RdSAP, existing dwelling
Approved Organisation: Elmhurst
Main heating and fuel: Boiler and radiators, mains gas

You can use this document to:

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

Estimated energy costs for your home for 3 years*

£2,136

See your recommendations report for more information

Over 3 years you could save*

£351

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

Very energy efficient - lower running costs



Current	Potential
71	86

Energy Efficiency Rating

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

Your current rating is **band C (71)**. The average rating for EPCs in Scotland is **band D (61)**.

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

Not energy efficient - higher running costs

Very environmentally friendly - lower CO₂ emissions



Current	Potential
68	84

Environmental Impact (CO₂) Rating

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

Your current rating is **band D (68)**. The average rating for EPCs in Scotland is **band D (59)**.

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

Not environmentally friendly - higher CO₂ emissions

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

Recommended measures	Indicative cost	Typical savings over 3 years
1 Floor insulation (suspended floor)	£800 - £1,200	£183.00
2 Low energy lighting	£25	£96.00
3 Solar water heating	£4,000 - £6,000	£72.00

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

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

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

Summary of the energy performance related features of this home

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

Element	Description	Energy Efficiency	Environmental
Walls	System built, with external insulation	★★★★☆	★★★★☆
Roof	Pitched, 100 mm loft insulation	★★★☆☆	★★★☆☆
Floor	Suspended, no insulation (assumed)	—	—
Windows	Fully double glazed	★★★☆☆	★★★☆☆
Main heating	Boiler and radiators, mains gas	★★★★☆	★★★★☆
Main heating controls	Programmer, room thermostat and TRVs	★★★★☆	★★★★☆
Secondary heating	None	—	—
Hot water	From main system	★★★★☆	★★★★☆
Lighting	Low energy lighting in 50% of fixed outlets	★★★★☆	★★★★☆

The energy efficiency rating of your home

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

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


The impact of your home on the environment

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

The calculated emissions for your home are 38 kg CO₂/m²/yr.

The average Scottish household produces about 6 tonnes of carbon dioxide every year. Based on this assessment, heating and lighting this home currently produces approximately 3.2 tonnes of carbon dioxide every year. Adopting recommendations in this report can reduce emissions and protect the environment. If you were to install all of these recommendations this could reduce emissions by 1.4 tonnes per year. You could reduce emissions even more by switching to renewable energy sources.









Estimated energy costs for this home

	Current energy costs	Potential energy costs	Potential future savings
Heating	£1,557 over 3 years	£1,386 over 3 years	
Hot water	£258 over 3 years	£186 over 3 years	
Lighting	£321 over 3 years	£213 over 3 years	
Totals	£2,136	£1,785	

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

Recommendations for improvement

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

Recommended measures	Indicative cost	Typical saving per year	Rating after improvement	
			Energy	Environment
1 Floor insulation (suspended floor)	£800 - £1,200	£61		
2 Low energy lighting for all fixed outlets	£25	£32		
3 Solar water heating	£4,000 - £6,000	£24		
4 Solar photovoltaic panels, 2.5 kWp	£3,500 - £5,500	£316		

Choosing the right improvement package

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

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

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

1 Floor insulation (suspended floor)

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

2 Low energy lighting

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

3 Solar water heating

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

4 Solar photovoltaic (PV) panels

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

Low and zero carbon energy sources

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

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

Your home's heat demand

You could receive Renewable Heat Incentive (RHI) payments and help reduce carbon emissions by replacing your existing heating system with one that generates renewable heat and, where appropriate, having your loft insulated and cavity walls filled. The estimated energy required for space and water heating will form the basis of the payments. For more information go to www.energysavingtrust.org.uk/scotland/rhi.

Heat demand	Existing dwelling	Impact of loft insulation	Impact of cavity wall insulation	Impact of solid wall insulation
Space heating (kWh per year)	9,705	(514)	N/A	N/A
Water heating (kWh per year)	2,104			

About this document

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

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

Assessor's name:	Miss Megan walsh
Assessor membership number:	EES/024276
Company name/trading name:	J & E Shepherd
Address:	31 Byres Road Glasgow G11 5RD
Phone number:	0141 353 2080
Email address:	megan.walsh@shepherd.co.uk
Related party disclosure:	No related party

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

Use of this energy performance information

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

Advice and support to improve this property

There is support available, which could help you carry out some of the improvements recommended for this property on page 3 and stop wasting energy and money. For more information, visit [greener-scotland.org](https://www.greener-scotland.org) or contact Home Energy Scotland on 0808 808 2282.

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

HOMEENERGYSCOTLAND.ORG
0808 808 2282
FUNDED BY THE SCOTTISH GOVERNMENT





Scottish Single Survey

Single Survey

survey report on:

Property address	337 RYEHILL ROAD GLASGOW G21 3DU
Customer	Ms Mary Martin Duffy Estate
Customer address	
Prepared by	J & E Shepherd
Date of inspection	25th March 2022



PART 1 - GENERAL

1.1 THE SURVEYORS

The Seller has engaged the Surveyors to provide the Single Survey Report and a generic Mortgage Valuation Report for Lending Purposes. The Seller has also engaged the Surveyors to provide an Energy Report in the format prescribed by the accredited Energy Company.

The Surveyors are authorised to provide a transcript or retype of the generic Mortgage Valuation Report on to Lender specific pro-forma. Transcript reports are commonly requested by Brokers and Lenders. The transcript report will be in the format required by the Lender but will contain the same information, inspection date and valuation figure as the generic Mortgage Valuation Report and the Single Survey. The Surveyors will decline any transcript request which requires the provision of information additional to the information in the Report and the generic Mortgage Valuation Report until the Seller has conditionally accepted an offer to purchase made in writing.

Once the Seller has conditionally accepted an offer to purchase made in writing, the Purchaser's lender or conveyancer may request that the Surveyors provide general comment on standard appropriate supplementary documentation. In the event of a significant amount of documentation being provided to the Surveyors, an additional fee may be incurred by the Purchaser. Any additional fee will be agreed in writing.

If information is provided to the Surveyors during the conveyancing process which materially affects the valuation stated in the Report and generic Mortgage Valuation Report, the Surveyors reserve the right to reconsider the valuation. Where the Surveyors require to amend the valuation in consequence of such information, they will issue an amended Report and generic Mortgage Valuation Report to the Seller. It is the responsibility of the Seller to ensure that the amended Report and generic Mortgage Valuation Report are transmitted to every prospective Purchaser.

The individual Surveyor will be a member of the Royal Institution of Chartered Surveyors who is competent to survey, value and report upon Residential Property¹.

If the Surveyors have had a previous business relationship within the past two years with the Seller or Sellers Agent or relative to the property, they will be obliged to indicate this by ticking the adjacent box.

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

1.2 THE REPORT

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

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

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

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

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

Terms and Conditions

The Report and any expressions or assessments in it are not intended as advice to the Seller or Purchaser or any other person in relation to an asking price or any other sales or marketing decisions. The Report is based solely on the Property and is not to be relied upon in any manner whatsoever when considering the valuation or condition of any other property.

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

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

1.3 LIABILITY

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

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

- the Seller;
- any person(s) noting an interest in purchasing the Property from the Seller;
- any person(s) who make(s) (or on whose behalf is made) an offer to purchase the Property, whether or not that offer is accepted by the Seller;
- the Purchaser; and
- the professional advisers of any of these.

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

1.4 GENERIC MORTGAGE VALUATION REPORT

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

1.5 TRANSCRIPT MORTGAGE VALUATION FOR LENDING PURPOSES

The Surveyors undertake that on being asked to do so by a prospective purchaser, or his/her professional advisor or Lender, they will prepare a Transcript Mortgage Valuation Report for Lending Purposes on terms and conditions to be agreed between the Surveyors and Lender and solely for the use of the Lender and upon which the Lender may rely. The decision as to whether finance will be provided is entirely a matter for the Lender. The Transcript Mortgage Valuation Report² will be from information contained in the Report and the generic Mortgage Valuation Report.

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

1.6 INTELLECTUAL PROPERTY

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

1.7 PAYMENT

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

1.8 CANCELLATION

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

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

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

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

1.9 PRECEDENCE

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

1.10 DEFINITIONS

- the "Lender" is the party who has provided or intends or proposes to provide financial assistance to the Purchaser towards the purchase of the Property and in whose favour a standard security will be granted over the Property;
- the "Transcript Mortgage Valuation Report for Lending Purposes" means a separate report, prepared by the Surveyor, prepared from information in the Report and the generic Mortgage Valuation Report, but in a style and format required by the Lender. The Transcript Mortgage Valuation Report for Lending Purposes will be prepared with the skill and care reasonably to be expected from a surveyor who is a member of the Royal Institution of Chartered Surveyors and who is competent to survey, value and report on the Property;
- the "Generic Mortgage Valuation Report" means a separate report, prepared by the Surveyor from information in the Report but in the Surveyor's own format;

- the "Market Value" is the estimated amount for which a property should exchange on the date of valuation between a willing buyer and a willing seller in an arm's-length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion;
- the "Property" is the property which forms the subject of the Report;
- the "Purchaser" is the person (or persons) who enters into a contract to buy the Property from the Seller;
- a "prospective Purchaser" is anyone considering buying the Property;
- the "Report" is the report, of the kind described in Part 2 of these Terms and Conditions and in the form set out in part 1 of Schedule 1 of the Housing (Scotland) Act 2006 (Prescribed Documents) Regulations 2008;
- the "Seller" is/are the proprietor(s) of the Property;
- the "Surveyor" is the author of the Report on the Property; and
- the "Surveyors" are the firm or company of which the Surveyor is an employee, director, member or partner (unless the Surveyor is not an employee, director, member or partner, when the "Surveyors" means the Surveyor) whose details are set out at the head of the Report.
- the "Energy Report" is the advice given by the accredited Energy Company, based on information collected by the Surveyor during the Inspection, and also includes an Energy Performance Certificate, in a Government approved format.

PART 2 - DESCRIPTION OF THE REPORT

2.1 THE SERVICE

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

2.2 THE INSPECTION

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

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

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

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

The Surveyor will not carry out an asbestos inspection, and will not be acting as an asbestos inspector in completing a Single Survey of properties that may fall within the Control of Asbestos in the Workplace Regulations. In the case of flats it will be assumed that there is a duty holder, as defined in the Regulations and that a Register of Asbestos and effective Management Plan is in place, which does not require any expenditure, or pose a significant risk to health. No enquiry of the duty holder will be made.

2.3 THE REPORT

The Report will be prepared by the Surveyor who carried out the property inspection and will describe various aspects of the property as defined by the headings of the Single Survey report with the comments being general and unbiased. The report on the location, style and condition of the property, will be concise and will be restricted to matters that could have a material effect upon value and will omit items that, in the Surveyor's opinion, are not significant. If certain minor matters are mentioned, it should not be interpreted that the property is free of any other minor defects.

Throughout the report, the following repair categories will be used to give an overall opinion of the state of repair and condition of the property.

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

WARNING:

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

Parts of the property, which cannot be seen or accessed, will not be reported upon and this will be stated. If the Surveyor suspects that a defect may exist within an unexposed area and which could have a material effect upon the value, he may recommend further investigation by specialist contractors.

2.4 SERVICES

Surveyors are not equipped or qualified to test the services and therefore no comment can be interpreted as implying that the design, installation and function of the services are in accordance/compliance with regulations, safety and efficiency expectations. However, comment is made where there is cause to suspect significant defects or shortcomings with the installations. No tests are made of any services or appliances.

2.5 ACCESSIBILITY

A section is included to help identify the basic information interested parties need to know to decide whether to view a property.

2.6 ENERGY REPORT

A section is included that makes provision for an Energy Report, relative to the property. The Surveyor will collect physical data from the property and provide such data in a format required by an accredited Energy Company. The Surveyor cannot of course accept liability for any advice given by the Energy Company.

2.7 VALUATION AND CONVEYANCER ISSUES

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

"Market Value" is the estimated amount for which a property should exchange on the date of valuation between a willing buyer and a willing seller in an arm's-length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion. In arriving at the opinion of the Market Value, the Surveyor also makes various standard assumptions covering, for example, vacant possession; tenure and other legal considerations; contamination and hazardous materials; the condition of un-inspected parts; the right to use mains services; and the exclusion of curtains, carpets etc. from the valuation. In the case of flats, the following further assumptions are made that:

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

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

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

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

1. Information and scope of inspection

This section tells you about the type, accommodation, neighbourhood, age and construction of the property. It also tells you about the extent of the inspection and highlights anything that the surveyor could not inspect.

All references to visual inspection refer to an inspection from within the property without moving any obstructions and externally from ground level within the site and adjoining public areas. Any references to left or right in a description of the exterior of the property refer to the view of someone standing facing that part of the property from the outside.

The inspection is carried out without causing damage to the building or its contents and without endangering the occupiers or the surveyor. Heavy furniture, stored items and insulation are not moved. Unless identified in the report the surveyor will assume that no harmful or hazardous materials or techniques have been used in the construction. The presence or possible consequences of any site contamination will not be researched.

Services such as TV/cable connection, internet connection, swimming pools and other leisure facilities etc. will not be inspected or reported on.

Description	The subjects comprise a purpose built ex Local Authority two storey mid terraced villa.
Accommodation	Ground Floor:- Entrance Hallway, Lounge, Kitchen and Bathroom with WC. First Floor:- Landing and Three Bedrooms.
Gross internal floor area (m²)	86 metres squared or thereby.
Neighbourhood and location	The subjects are located within the Balmulloch district to the North of Glasgow City Centre where surrounding properties are of a mixed age, style and vintage . Local shopping, educational and transport facilities are within easy reach.
Age	Circa 1950.
Weather	Dry and bright.
Chimney stacks	Visually inspected with the aid of binoculars where appropriate. Chimney stacks were seen to be to a metal clad finish. No other inspection was possible due to sight lines afforded from ground floor level.
Roofing including roof space	Sloping roofs were visually inspected with the aid of binoculars where appropriate. Flat roofs were visually inspected from vantage points within the property and where safe and reasonable to do so from a 3m ladder externally. Roof spaces were visually inspected and were entered where

	<p>there was safe and reasonable access, normally defined as being from a 3m ladder within the property.</p> <p>If this is not possible, then physical access to the roof space may be taken by other means if the Surveyor deems it safe and reasonable to do so.</p> <p>The roof was assumed to be to a metal truss design with a corrugated metal roof. From ground floor level only a limited view was possible.</p> <p>Access to the roof void was gained via a hatch at first floor landing. Only a limited inspection was possible due to lack of crawl boards and the presence of insulation.</p>
<p>Rainwater fittings</p>	<p>Visually inspected with the aid of binoculars where appropriate.</p> <p>The rainwater goods are assumed to be to a PVC design.</p>
<p>Main walls</p>	<p>Visually inspected with the aid of binoculars where appropriate.</p> <p>Foundations and concealed parts were not exposed or inspected.</p> <p>The main walls appear to be to non traditional construction of Blackburn Permanent Mark 3 with walls being of cavity construction and externally rendered and clad in insulated render.</p>
<p>Windows, external doors and joinery</p>	<p>Internal and external doors were opened and closed where keys were available.</p> <p>Random windows were opened and closed where possible.</p> <p>Doors and windows were not forced open.</p> <p>Windows throughout are to uPVC double glazed units. The entrance door is of a timber design.</p>
<p>External decorations</p>	<p>Visually inspected.</p> <p>Insulated render.</p>
<p>Conservatories / porches</p>	<p>Not applicable.</p>
<p>Communal areas</p>	<p>Circulation areas visually inspected.</p> <p>There are communal pathways and a communal pend pertaining to the subjects.</p>

Single Survey

Garages and permanent outbuildings	Not applicable.
Outside areas and boundaries	Visually inspected. There are private garden grounds to the front and rear elevations.
Ceilings	Visually inspected from floor level. Ceilings are to plasterboard design.
Internal walls	Visually inspected from floor level. Using a moisture meter, walls were randomly tested for dampness where considered appropriate. The internal walls are to plasterboard design or similar.
Floors including sub floors	Surfaces of exposed floors were visually inspected. No carpets or floor coverings were lifted. Sub-floor areas were inspected only to the extent visible from a readily accessible and unfixed hatch by way of an inverted "head and shoulders" inspection at the access point. Physical access to the sub floor area may be taken if the Surveyor deems it is safe and reasonable to do so, and subject to a minimum clearance of 1m between the underside of floor joists and the solum as determined from the access hatch. The flooring throughout is assumed to be to a suspended timber design. Due to fitted carpets and floor coverings no detailed inspection of floors was possible and accordingly no comment can be made on their condition.
Internal joinery and kitchen fittings	Built-in cupboards were looked into but no stored items were moved. Kitchen units were visually inspected excluding appliances. The kitchen fittings comprise a mixture of built in wall and base units.
Chimney breasts and fireplaces	Visually inspected. No testing of the flues or fittings was carried out. There is a gas fire to the lounge. All other previous fireplaces have been sealed over and are no longer in use.

Single Survey

Internal decorations	Visually inspected. The property is in fair decorative order.
Cellars	Visually inspected where there was a safe and purpose-built access. There is an internal coal cellar to the rear elevation of the subjects.
Electricity	Accessible parts of the wiring were visually inspected without removing fittings. No tests whatsoever were carried out to the system or appliances. Visual inspection does not assess any services to make sure they work properly and efficiently and meet modern standards. If any services are turned off, the surveyor will state that in the report and will not turn them on. Electricity is from the mains supply.
Gas	Accessible parts of the system were visually inspected without removing fittings. No tests whatsoever were carried out to the system or appliances. Visual inspection does not assess any services to make sure they work properly and efficiently and meet modern standards. If any services are turned off, the surveyor will state that in the report and will not turn them on. Gas is from the mains supply.
Water, plumbing, bathroom fittings	Visual inspection of the accessible pipework, water tanks, cylinders and fittings without removing any insulation. No tests whatsoever were carried out to the system or appliances. The water is from the mains supply. Plumber work where visible is to a mixture of copper and PVC waste pipes. Bathroom fittings comprise bath, wash hand basin and WC. WC comprises WC and wash hand basin. Confirmation of accessibility/consents for WC may be considered to be obtained.
Heating and hot water	Accessible parts of the system were visually inspected apart from communal systems, which were not inspected. No tests whatsoever were carried out to the system or appliances. The heating is provided via a gas fired central heating system.

<p>Drainage</p>	<p>Drainage covers etc. were not lifted.</p> <p>Neither drains nor drainage systems were tested.</p> <p>All foul and surface water drainage is assumed to be to the main public sewer. The system was not tested.</p>
<p>Fire, smoke and burglar alarms</p>	<p>Visually inspected.</p> <p>No tests whatsoever were carried out to the system or appliances.</p> <p>None noted.</p>
<p>Any additional limits to inspection</p>	<p>For flats / maisonettes</p> <p>Only the subject flat and internal communal areas giving access to the flat were inspected.</p> <p>If the roof space or under-building / basement is communal, reasonable and safe access is not always possible. If no inspection was possible, this will be stated. If no inspection was possible, the surveyor will assume that there are no defects that will have a material effect on the valuation.</p> <p>The building containing the flat, including any external communal areas, was visually inspected only to the extent that the surveyor is able to give an opinion on the general condition and standard of maintenance.</p> <p>An inspection for Japanese Knotweed was not carried out. This is a plant which is subject to control regulation, is considered to be invasive and one which can render a property unsuitable for some mortgage lenders. It is therefore assumed that there is no Japanese Knotweed within the boundaries of the property or its neighbouring property. Identification of Japanese Knotweed is best undertaken by a specialist contractor.</p> <p>The property was fully furnished and had fitted floor coverings, therefore no detailed inspection was possible of the floors and accordingly, no comment can be made on their condition. Internal cupboards were generally filled with storage items. No access was available beneath sanitary or kitchen fittings.</p> <p>Windows and external doors were not all fully opened or tested.</p> <p>No access was available to any sub-floor areas.</p> <p>Full and safe access was not available to the roof void area due to the presence of a {thick layer of insulation throughout/storage items/the absence of flooring or crawl boards/the presence of water tanks/blocked or screwed down hatches}.</p> <p>No inspection has been possible to flooring timbers beneath any sanitary fitting, kitchen appliances or other wet areas was possible. Timbers are assumed to be in a satisfactory condition.</p> <p>The cold water rising main was not fully inspectable.</p>

Sectional Diagram showing elements of a typical house




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


Single Survey


2. Condition


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

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

 Structural movement	
Repair category	1
Notes	There was no evidence of significant structural movement within the limitations of our inspection.

 Dampness, rot and infestation	
Repair category	1
Notes	Damp meter readings were taken where considered appropriate within the property and moisture levels were found to be within an acceptable range.

 Chimney stacks	
Repair category	1
Notes	Chimney stacks appear to be in a fair state of repair within the limitations of our inspection but can be vulnerable to defect and should be regularly maintained.

 Roofing including roof space	
Repair category	2
Notes	<p>Roof coverings are of an age and style where a degree of regular ongoing maintenance should be anticipated. More extensive overhaul work may be required in future.</p> <p>Possible asbestos sheeting noted within the roof void. This should be confirmed via a specialist to ensure the safety of the material or removal. Please review attached document/report in regards to repairs required.</p>



Rainwater fittings

Repair category	1
Notes	<p>Within the limitations of our inspection rainwater goods were seen to be free from significant defect.</p> <p>We would highlight that it was not raining at the time of our inspection and we would recommend that all rainwater fittings be inspected during heavy rainfall in order to ensure they are free from defect.</p>



Main walls

Repair category	1
Notes	<p>Within the limitations of our inspection, no significant defects were noted, however normal levels of maintenance are recommended.</p>



Windows, external doors and joinery

Repair category	2
Notes	<p>Windows are of an age and style where a degree of ongoing maintenance should be anticipated to sealed units and opening mechanisms.</p> <p>Windows and doors were not all fully opened or tested however some items of wear and tear including gaps to seals were visible and repairs or replacement of units and/or components may be required.</p>



External decorations

Repair category	1
Notes	<p>Paint finished and decorated external surfaces will require redecoration on a regular basis.</p>



Conservatories/porches

Repair category	-
Notes	<p>Not applicable.</p>



Communal areas

Repair category	2
Notes	<p>Communal areas leading to and surrounding the subject property have been visually inspected where possible, however it should be appreciated that there may be a common repairing liability in respect of other parts of the building out with the scope of our inspection and this should be confirmed.</p>

Single Survey

	Damaged glazing noted to communal pend doorway.
--	---



Garages and permanent outbuildings

Repair category	-
Notes	Not applicable.



Outside areas and boundaries

Repair category	2
Notes	Boundary walls and fences should be regularly checked and maintained as necessary. Boundary walls/fences are damaged/cracked/leaning and future repairs may be required. Damage noted to tile work surround of doorway.



Ceilings

Repair category	2
Notes	Some cracked/uneven ceiling plaster was noted and some repairs may be required at the time of redecoration or disturbance.



Internal walls

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



Floors including sub-floors

Repair category	1
Notes	Due to fitted carpets and floor coverings no detailed inspection of floors was possible and accordingly no comment can be made on their condition.



Internal joinery and kitchen fittings

Repair category	1
Notes	Within the limitations of our inspection no significant defects were noted. Internal joinery is generally serviceable however some wear and tear items were noted to kitchen fittings/internal doors/facings etc. and future maintenance or upgrading should be anticipated.



Chimney breasts and fireplaces

Repair category	1
Notes	<p>All flue linings should be checked, repaired if necessary and swept prior to fires/appliances being reused.</p> <p>Fireplaces have been removed/covered over. It is assumed that the chimneys are adequately vented with the chimneys capped. Ventilators should be fitted to prevent the build-up of dampness within the chimney flue.</p> <p>It is assumed that the gas fire has been installed in accordance with the manufacturer's recommendations for fluing and ventilation and that this has been regularly checked and tested. All test documentation should be obtained and authenticated at the point of sale. In the absence of any such documentation, the appliance should be tested by a registered engineer prior to use.</p>



Internal decorations

Repair category	1
Notes	The property is in fair decorative order.



Cellars

Repair category	2
Notes	Damage and weathering noted to timber door of cellar which requires repair.



Electricity

Repair category	2
Notes	<p>The Institution of Engineering Technology recommends that inspections and testings are undertaken at least every five years and on a change of occupancy. It should be appreciated that only the most recently constructed or re-wired properties will have installations which fully comply with IET regulations.</p> <p>Aspects of the electrical installation are dated and the system should be checked as a precaution by a registered electrician and upgraded if necessary.</p>



Gas

Repair category	1
Notes	In the interests of safety and in light of recent regulations it would be prudent to have all gas appliances checked by a Gas Safe registered contractor.



Water, plumbing and bathroom fittings

Repair category	2
Notes	<p>No tests have been undertaken of the system, however within the limitations of our inspection, no significant defects were noted. No inspection has been possible to enclosed timbers beneath wet appliances and no comment has been made on the condition of unseen areas. Watertight seals will require to be regularly checked and replaced, to prevent water damage to adjoining areas.</p> <p>The cold water rising main was not fully inspectable.</p> <p>Sanitary fittings appear serviceable however surround seals, tiling and finishes should be checked and maintained watertight. We were unable to view concealed areas below sanitary fittings and cannot confirm they are free from damp or other defects.</p> <p>Upgrading should be envisaged.</p>



Heating and hot water

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



Drainage

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

Single Survey

Set out below is a summary of the condition of the property which is provided for reference only. You should refer to the previous comments for detailed information.

Structural movement	1
Dampness, rot and infestation	1
Chimney stacks	1
Roofing including roof space	2
Rainwater fittings	1
Main walls	1
Windows, external doors and joinery	2
External decorations	1
Conservatories/porches	-
Communal areas	2
Garages and permanent outbuildings	-
Outside areas and boundaries	2
Ceilings	2
Internal walls	1
Floors including sub-floors	1
Internal joinery and kitchen fittings	1
Chimney breasts and fireplaces	1
Internal decorations	1
Cellars	2
Electricity	2
Gas	1
Water, plumbing and bathroom fittings	2
Heating and hot water	1
Drainage	1

Category 3

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

Category 2

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

Category 1

No immediate action or repair is needed.

Remember

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

Warning

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

Single Survey

3. Accessibility information

Guidance notes on accessibility information

Three steps or fewer to a main entrance door of the property:

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

Unrestricted parking within 25 metres:

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

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

4. Valuation and conveyancer issues

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

Matters for a solicitor or licensed conveyancer

It is assumed that there are no statutory, town planning, road proposals or environmental matters which are likely to have an adverse effect on the property.

The road and footpath adjoining the site are made up and are assumed to be adopted by the Local Authority.

The property is situated in an area of past mining activity. A mining report should be obtained from the Coal Authority to provide information as to historic and future mining activity and whether the property has been the subject of any compensation claims and to confirm that the property is not adversely affected.

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

Some materials within the property may have an asbestos content including sheeting within the roof void. We have not tested these materials and are not acting as Licensed Asbestos Inspectors. These materials should be left undisturbed until advice is obtained from a Licensed Specialist.

Estimated reinstatement cost for insurance purposes

For Reinstatement Cost Assessment purposes, it is recommended that the subjects be insured for a sum of not less than £200,000 (TWO HUNDRED THOUSAND POUND STERLING). This figure is the estimate of the cost of rebuilding the premises and bears no direct relationship to current market value.

Valuation and market comments

Having considered matters, taking account of our general observations on site, we are of the opinion that the Market Value of the subjects in their present condition and with the benefit of vacant possession may be fairly stated in the sum of £94,000 (NINETY FOUR THOUSAND POUNDS STERLING).

Signed	Security Print Code [467065 = 6235] Electronically signed
Report author	Megan Walsh
Company name	J & E Shepherd
Address	31 Byres Road, Glasgow, G11 5RD

Single Survey

Date of report	14th April 2022
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Mortgage Valuation Report



Property Address

Address 337 RYEHILL ROAD, GLASGOW, G21 3DU
Seller's Name Ms Mary Martin Duffy Estate
Date of Inspection 25th March 2022

Property Details

Property Type House Bungalow Purpose built maisonette Converted maisonette
 Purpose built flat Converted flat Tenement flat Flat over non-residential use
 Other (specify in General Remarks)

Property Style Detached Semi detached Mid terrace End terrace
 Back to back High rise block Low rise block Other (specify in General Remarks)

Does the surveyor believe that the property was built for the public sector, e.g. local authority, military, police? Yes No

Flats/Maisonettes only Floor(s) on which located No. of floors in block Lift provided? Yes No
No. of units in block

Approximate Year of Construction

Tenure

Absolute Ownership Leasehold Ground rent £ Unexpired years

Accommodation

Number of Rooms Living room(s) Bedroom(s) Kitchen(s)
 Bathroom(s) WC(s) Other (Specify in General remarks)

Gross Floor Area (excluding garages and outbuildings) m² (Internal) m² (External)

Residential Element (greater than 40%) Yes No

Garage / Parking / Outbuildings

Single garage Double garage Parking space No garage / garage space / parking space
Available on site? Yes No

Permanent outbuildings:

Mortgage Valuation Report

Construction

Walls Brick Stone Concrete Timber frame Other (specify in General Remarks)
Roof Tile Slate Asphalt Felt Other (specify in General Remarks)

Special Risks

Has the property suffered structural movement? Yes No

If Yes, is this recent or progressive? Yes No

Is there evidence, history, or reason to anticipate subsidence, heave, landslip or flood in the immediate vicinity? Yes No

If Yes to any of the above, provide details in General Remarks.

Service Connections

Based on visual inspection only. If any services appear to be non-mains, please comment on the type and location of the supply in General Remarks.

Drainage Mains Private None Water Mains Private None
Electricity Mains Private None Gas Mains Private None
Central Heating Yes Partial None

Brief description of Central Heating:

Gas fired boiler to panelled radiators.

Site

Apparent legal issues to be verified by the conveyancer. Please provide a brief description in General Remarks.

Rights of way Shared drives / access Garage or other amenities on separate site Shared service connections
 Ill-defined boundaries Agricultural land included with property Other (specify in General Remarks)

Location

Residential suburb Residential within town / city Mixed residential / commercial Mainly commercial
 Commuter village Remote village Isolated rural property Other (specify in General Remarks)

Planning Issues

Has the property been extended / converted / altered? Yes No

If Yes provide details in General Remarks.

Roads

Made up road Unmade road Partly completed new road Pedestrian access only Adopted Unadopted

Mortgage Valuation Report

General Remarks

At the date of inspection the property was in a condition generally consistent with age, type and location.

It is assumed that there are no statutory, town planning, road proposals or environmental matters which are likely to have an adverse effect on the property.

The road and footpath adjoining the site are made up and are assumed to be adopted by the Local Authority.

The property is situated in an area of past mining activity. A mining report should be obtained from the Coal Authority to provide information as to historic and future mining activity and whether the property has been the subject of any compensation claims and to confirm that the property is not adversely affected.

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

Some materials within the property may have an asbestos content including sheeting within the roof void. We have not tested these materials and are not acting as Licensed Asbestos Inspectors. These materials should be left undisturbed until advice is obtained from a Licensed Specialist. Please refer to attached report for required works.

Main Walls - Non traditional construction of Blackburn Mark 3 with walls being of cavity construction and externally rendered and clad in insulated render.

Essential Repairs

None.

Estimated cost of essential repairs £ Retention recommended? Yes No Amount £

Mortgage Valuation Report

Comment on Mortgageability

The property may not form suitable security for normal mortgage lending due to construction and the availability of finance should be fully confirmed prior to purchase. Future saleability may be affected.

Valuations

Market value in present condition £

Market value on completion of essential repairs £

Insurance reinstatement value £
(to include the cost of total rebuilding, site clearance, professional fees, ancillary charges plus VAT)

Is a reinspection necessary? Yes No

Buy To Let Cases

What is the reasonable range of monthly rental income for the property assuming a letting on a 6 month Short Assured Tenancy basis? £

Is the property in an area where there is a steady demand for rented accommodation of this type? Yes No

Declaration

Signed Security Print Code [467065 = 6235]
Electronically signed by:-

Surveyor's name Megan Walsh

Professional qualifications MRICS

Company name J & E Shepherd

Address 31 Byres Road, Glasgow, G11 5RD

Telephone 0141 353 2080

Fax

Report date 14th April 2022



Property Questionnaire

Property Address

337 Ryehill Road,
GLASGOW,
G21 3DU

Seller(s)

Jim McGuinness

Completion date of property questionnaire

22-03-2022

Note for sellers

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

Information to be given to prospective buyer(s)

1. Length of ownership

How long have you owned the property?

25

2. Council tax

Which Council Tax band is your property in?

B

3. Parking

What are the arrangements for parking at your property?

Street

4. Conservation area

Is your property in a designated Conservation Area (that is an area of special architectural or historical interest, the character or appearance of which it is desirable to preserve or enhance)?

No

5. Listed buildings

Is your property a Listed Building, or contained within one (that is a building recognised and approved as being of special architectural or historical interest)?

No

6. Alterations/additions/extensions

- a)** (i) During your time in the property, have you carried out any structural alterations, additions or extensions (for example, provision of an extra bath/shower room, toilet, or bedroom)? If you have answered yes, please describe below the changes which you have made:

Yes

(ii) Did you obtain planning permission, building warrant, completion certificate and other consents for this work? If you have answered yes, the relevant documents will be needed by the purchaser and you should give them to your solicitor as soon as possible for checking. If you do not have the documents yourself, please note below who has these documents and your solicitor or estate agent will arrange to obtain them:

-

- b)** Have you had replacement windows, doors, patio doors or double glazing installed in your property? If you have answered yes, please answer the three questions below:

Yes

(iii) Please describe the changes made to the windows doors, or patio doors (with approximate dates when the work was completed): Please give any guarantees which you received for this work to your solicitor or estate agent.

7. Central heating

a) Is there a central heating system in your property? (Note: a partial central heating system is one which does not heat all the main rooms of the property - the main living room, the bedroom(s), the hall and the bathroom).

Yes

If you have answered yes or partial - what kind of central heating is there? (Examples: gas-fired, solid fuel, electric storage heating, gas warm air). If you have answered yes, please answer the three questions below:

-- please select --

(ii) Do you have a maintenance contract for the central heating system?

-

If you have answered yes, please give details of the company with which you have a maintenance contract:

8. Energy Performance Certificate

Does your property have an Energy Performance Certificate which is less than 10 years old?

No

9. Issues that may have affected your property

a) Has there been any storm, flood, fire or other structural damage to your property while you have owned it?

No

If you have answered yes, is the damage the subject of any outstanding?

-

b) Are you aware of the existence of asbestos in your property?

No

10. Please select which services are connected to your property

a) (i) Gas or Liquid Petroleum Gas

Yes

(ii) Water Mains or Private Water Supply:

Mains Supply

If you have answered Yes, who is the supplier:

Scottish Water

(iii) Electricity:

Yes

(iv) Mains Drainage:

Yes

If you have answered Yes, who is the supplier:

Local Authority

(v) Telephone:

Yes

(vi) Cable TV or Satellite:

No

(vii) Broadband:

Yes

b) Is there a septic tank system at your property?

No

(i) Do you have appropriate consents for the discharge from your septic tank?

-

(ii) Do you have a maintenance contract for your septic tank?

-

11. Responsibilities for shared or common areas

- a) Are you aware of any responsibility to contribute to the cost of anything used jointly, such as the repair of a shared drive, private road, boundary, or garden area? No
- b) Is there a responsibility to contribute to repair and maintenance of the roof, common stairwell or other common areas? No
- c) Has there been any major repair or replacement of any part of the roof during the time you have owned the property? Yes
- d) Do you have the right to walk over any of your neighbours property - for example to put out your rubbish bin or to maintain your boundaries? No
- e) As far as you are aware, do any of your neighbours have the right to walk over your property, for example to put out their rubbish bin or to maintain their boundaries? No
- f) As far as you are aware, is there a public right of way across any part of your property? (public right of way is a way over which the public has a right to pass, whether or not the land is privately-owned.) No

12. Charges associated with your property

- a) Is there a factor or property manager for your property? No
- b) Is there a common buildings insurance policy? No
- c) Please give details of any other charges you have to pay on a regular basis for the upkeep of common areas or repair works, for example to a residents' association, or maintenance or stair fund.

13. Specialist works

- a) As far as you are aware, has treatment of dry rot, wet rot, damp or any other specialist work ever been carried out to your property? No

If you have answered yes, please say what the repairs were for, whether you carried out the repairs (and when) or if they were done before you bought the property:

- b) As far as you are aware, has any preventative work for dry rot, wet rot, or damp ever been carried out to your property? No
- c) If you have answered yes to 13(a) or (b), do you have any guarantees relating to this work?
If you have answered yes, these guarantees will be needed by the purchaser and should be given to your solicitor as soon as possible for checking. If you do not have them yourself please write below who has these documents and your solicitor or estate agent will arrange for them to be obtained. You will also need to provide a description of the work carried out. This may be shown in the original estimate. No

14. Guarantees

a) Are there any guarantees or warranties for any of the following:

i) Electrical work

No

ii) Roofing

No

iii) Central Heating

No

iv) National House Building Council (NHBC)

No

v) Damp course

Dont know

b) If you have answered 'yes' or 'with title deeds', please give details of the work or installations to which the guarantee(s) relate(s):

c) Are there any outstanding claims under any of the guarantees listed above?

No

15. Boundaries

So far as you are aware, has any boundary of your property been moved in the last 10 years?

16. Notices that affect your property
In the past three years have you ever received a notice:

- | | |
|---|----|
| a) advising that the owner of a neighbouring property has made a planning application? | No |
| b) that affects your property in some other way? | No |
| c) that requires you to do any maintenance, repairs or improvements to your property? | No |

If you have answered yes to any of the above, please give the notices to your solicitor or estate agent, including any notices which arrive at any time before the date of entry of the purchaser of your property.

Declaration by the seller(s)/or other authorised body or person(s)

I/We confirm that the information in this form is true and correct to the best of my/our knowledge and belief.

Signature(s)

Jim McGuinness

Date

22-03-2022



Scottish Single Survey

Quotation Details

Quotation Name: 337 Ryehill Road, Barmulloch
Quotation Date: 13/04/2022
Opportunity Reference: E10175
Quotation Version: 2
Quotation Manager: Robert Whitehill

Client Details

Client: WESTGATE Estate Agents
Address: 49 Byres Road
Town: Glasgow
County:
Postcode: G11 5RG

Client Contact

Client Contact: Jonathan Philip

Description

remove the asbestos in the loft space

Description	VAT %	Quantity	Unit	Rate	Total
Removal and disposal of asbestos paper from flue pipe, removal and disposal of asbestos cement wall panels and all associated debris including all loft insulation.	20	1	Item	4,635.20	4,635.20

Description	VAT %	Quantity	Unit	Rate	Total
Optional - Supply of independent analyst to carry out a visual inspection.	20	1	Item	275.00	275.00

Our quotation includes for all labour, transport, consumables, statement of cleanliness form and waste disposal. In addition, we have presumed that removal operations will be carried out during normal working hours, i.e. Monday - Friday 8.00am - 4.30pm. * If property occupied then tenants would need to be decanted for the duration of the works - 5 Days.

Please note that our quotation is based on the following:

- Payment is due within 30 days net from date of invoice. Applications for Payment will be submitted Monthly;
- The rate of interest on non-payments will be 8%;
- Retention is not applicable to these Works, and therefore will not be applied to Invoices/Applications;
- Liquidated and ascertained damages (LAD's) are not applicable to these works.

Please refer to the attached Enviraz Terms & Conditions document together with the Schedule of Attendances located on the next page.

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 Curran House, 25 Kelvin Avenue,
 Hillington Park
 , Glasgow, G52 4LT
 United Kingdom

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Registered Office: Curran House
 25 Kelvin Avenue
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Registration No. 57057
VAT Registration No. 157 7877 49

Schedule of Attendances			
1. Plant, Storage and Security		Enviraz	Client
i)	Storage areas for Enviraz plant and materials		
ii)	Site Security and protection of Enviraz works, plant, equipment and materials		
iii)	Plant and equipment to undertake Enviraz works	X	
2. Services			
i)	Water supply for Enviraz Works		
ii)	Connection to client supply		X
iii)	Water supply for Enviraz decontamination unit(s) at a minimum of 3 bar		
iv)	240V power supply for Enviraz decontamination unit(s)		
v)	110V power supply for Enviraz plant in work area	X	
vi)	110V power supply distribution to any work position, including leads	X	
vii)	Internal & external lighting to provide safe working conditions including access / egress	X	
viii)	Temporary task lighting for Enviraz works	X	
ix)	Isolation of electrical/gas/sprinkler/water/other service systems to allow Enviraz works to progress safely		
3. The Works			
i)	Access equipment; ladders	X	
ii)	Skips (asbestos) waste van	X	
iii)	Skips (Builders and general waste)		
4. Health and Welfare			
i)	Adequate parking facilities for Enviraz vehicles within close proximity of Enviraz works		
ii)	Adequate space for Enviraz Asbestos skips		
iii)	Welfare facilities (toilets, washing, canteen, etc)		
iv)	Provision of PPE for Enviraz operatives	X	
5. Other			
i)	Obtaining Local Authority permission for out of hours working		
ii)	Obtaining Local Authority permission for road closures		

Fourteen days' notice will not require to be given to the Health & Safety Executive prior to the commencement of asbestos removal operations. In addition to the notification period we may require, up to, 5nr working days to prepare the necessary RAMS prior to commencement of any removal works.

Sub Total	£ 4,910.20
VAT 20%	£ 982.04
Total	£ 5,892.24

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Terms and Conditions

These terms and conditions apply in all Enviraz (Scotland) Limited's dealings with you and apply in addition to any other terms and conditions set out in any quotation letter issued by us and accepted (in the manner described below) by you. If there is any conflict between our quotation letter and these terms and conditions, then the quotation letter will prevail.

Your attention is drawn, in particular, to the provisions of clause 8.

1. Interpretation

1.1 In these Conditions, the following definitions apply:

"Business Day" means a day (other than a Saturday, Sunday or public holiday) when banks in Scotland are open for business;

"Charges" means the charges payable by the Customer for the supply of the Services in accordance with clause 5;

"Conditions" means these terms and conditions as amended from time to time in accordance with clause 11.7;

"Contract" means the contract between the Supplier and the Customer for the supply of Services in accordance with these Conditions (and includes without limitation the Order);

"Customer" means the person or firm who purchases Services from the Supplier;

"Customer Default" has the meaning set out in clause 4.2;

"Deliverables" means the deliverables set out in the Order produced by the Supplier for the Customer;

"Due Date" has the meaning set out in clause 5.7;

"Order" means the Customer's order for Services as set out in the Supplier's Quotation and the Customer's written acceptance of the Supplier's Quotation;

"Services" means the services, including the Deliverables, supplied or to be supplied by the Supplier to the Customer as set out in the Supplier's Quotation;

"Supplier" means ENVIRAZ (SCOTLAND) LIMITED, a company registered in Scotland (Company Number 57057) and having its registered office at Curran House, 25 Kelvin Avenue, Hillington, Glasgow, G52 4LT.

"Supplier Materials" has the meaning set out in clause 4.1(g); and

"Supplier's Quotation" means the document setting out in writing the Services to be supplied by the Supplier to the Customer and the Supplier's estimate of the cost of carrying out the Services.

1.2 In these Conditions, the following rules of interpretation apply:

(a) a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

(b) a reference to a party includes its successors or permitted assigns;

(c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

(d) any phrase introduced by the terms **including, include, in particular** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

(e) a reference to **writing** or **written** includes faxes and e-mails.

2. Basis of Contract

2.1 The Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions.

2.2 The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order at which point and on which date the Contract shall come into existence.

2.3 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Contract.

2.4 Any samples, drawings, descriptive matter or advertising issued by the Supplier, and any descriptions or illustrations contained in the Supplier's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.

2.5 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.6 The Supplier's Quotation given by the Supplier shall not constitute an offer and is only valid for a period of **60** Business Days from its date of issue.

3. Supply of Services

3.1 The Supplier shall supply the Services to the Customer in accordance with the Order in all material respects using reasonable care and skill.

3.2 The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety

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requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.

4. Customer's Obligations

4.1 The Customer shall:

- (a) ensure that the terms of the Order and any information it provides are complete and accurate;
- (b) co-operate with the Supplier in all matters relating to the Services;
- (c) provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier;
- (d) provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;
- (e) where necessary and notified in advance, prepare the Customer's premises for the supply of the Services;
- (f) at its cost obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start; and
- (g) keep and maintain all materials, equipment, documents and other property of the Supplier (the "**Supplier Materials**") at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation.

4.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (a "**Customer Default**"):

- (a) the Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
- (b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 4.2; and
- (c) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default, including, without limitation, i) such direct or indirect costs incurred where the Supplier is unable to utilise staff effectively and/or economically as a result of the Customer Default; and/or ii) has refused or delayed instructions to carry out other work on behalf of the Customer or any other customer or prospective customer on the basis that the Supplier had contracted to supply the Services; and/or; any costs incurred or which the Supplier has contracted to incur in relation to the Deliverables or other materials or equipment hire costs where such Deliverables, materials or equipment is required or expected to be used or supplied by the Supplier in connection with the Services.

5. Charges and Payment

5.1 The Charges for the Services shall be charged in accordance with the terms of the Offer on the basis that the Services will be supplied between the hours of 8am and 5pm on Business Days.

5.2 Where the Supplier's standard daily fee rates are specified in the Offer:

- (a) the Supplier's standard daily fee rates for Employees (including Sub-Contractors) are calculated based on an eight-hour day from between the hours of 8.00 am to 5.00 pm worked on Business Days;
- (b) the Supplier shall be entitled to charge an overtime rate of 150 per cent of the standard daily fee rate on a pro-rata basis for each part day or for any time worked by individuals whom it engages on the Services outside the hours referred to in this clause;
- (c) and the Supplier shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials; and
- (d) the Supplier reserves the right to increase its standard daily fee rates after giving the Customer written notice of any such increase two weeks before the proposed date of the increase. If such increase is not acceptable to the Customer, it shall notify the Supplier in writing within five Business Days of the date of the Supplier's notice and the Supplier shall have the right without limiting its other rights or remedies to terminate the Contract by giving five Business Days' notice in writing to the Customer.

5.3 The Supplier shall invoice the Customer on completion of the Services or weekly/monthly in arrears in accordance with the Offer.

5.4 The Customer shall pay each invoice submitted by the Supplier within 30 days of the date of the invoice, and in full and in cleared funds to a bank account specified in writing by the Supplier. Payment of each invoice within the time allowed for payment shall be of the essence of the Contract. Any waiver or variation of these terms and conditions by the Supplier will only be effective if given in writing and signed by the Managing Director of the Supplier.

5.5 All amounts payable by the Customer under the Contract are exclusive of amounts payable in respect of value added tax chargeable for the time being ("**VAT**"). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of

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VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

5.6 All amounts payable by the Customer in terms of the Contract are exclusive of carriage, packaging, and warehousing and such charges, if incurred, will be payable by the Customer in addition to the sums payable in terms of the Contract.

5.7 Without limiting any other right or remedy of the Supplier, if the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment (the “**Due Date**”), the Supplier shall have the right to charge interest on the overdue amount at the rate of 2.5% per cent per calendar month accruing daily from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding monthly.

5.8 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Supplier to justify withholding payment of any such amount in whole or in part. The Supplier may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

6. Materials

All Supplier Materials are the exclusive property of the Supplier including all copyright and/or other intellectual property rights relative to the Supplier Materials.

7. Confidentiality

The Customer shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature (whether forming part of the Supplier Materials or otherwise) and have been disclosed to the Customer by the Supplier, its employees, agents or subcontractors, and any other confidential information concerning the Supplier’s business or its products or its services which the Customer may obtain. The Customer shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Customer’s obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Customer. No confidential information shall be reproduced without the Supplier’s consent and all copies of such confidential information shall be returned to the Supplier on demand. This clause 7 shall survive termination of the Contract.

8. Limitation of Liability

THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

8.1 Nothing in these Conditions shall limit or exclude the Supplier’s liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation; or
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

8.2 Subject to clause 8.1:

- (a) the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, delict (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract including without limitation, any damage caused to the fabric of any building, goods or other property belonging to the Customer by the Supplier in the carrying out of the Services; and
- (b) the Supplier’s total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, delict (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the value of the Services provided by the Supplier and any such claim may be offset in so far as possible by provision of replacement goods or services, by the Supplier, at its entire discretion.

8.3 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

8.4 This clause 8 shall survive termination of the Contract.

9. Termination

9.1 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to Customer party if:

- (a) the Customer commits a material breach of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of being notified in writing of the breach, (or such other reasonable period);
- (b) the Customer is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its

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debts and/or is subject to insolvency proceedings of any kind;

(c) the Customer (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

9.2 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the Due Date.

9.3 Without limiting its other rights or remedies, the Supplier shall have the right to suspend provision of the Services under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 9.1(b)) to clause 9.1(c), or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the Due Date.

10. Consequences of Termination

On termination of the Contract for any reason:

(a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;

(b) the Customer shall return all of the Supplier Materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose;

(c) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

(d) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

11. General

11.1 Force majeure:

(a) For the purposes of this Contract, **Force Majeure Event** means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

(b) The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

(c) If the Force Majeure Event prevents the Supplier from providing any of the Services for more than three weeks, the Supplier shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

11.2 Assignment and subcontracting:

(a) The Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

(b) The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

11.3 Notices:

(a) Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number.

(b) Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax, on the next Business Day after transmission.

(c) This clause 11.3 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this clause, "writing" shall not include e-mails and for the avoidance of doubt notice given under this Contract shall not be validly served if sent by e-mail.

11.4 Waiver:

(a) A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

(b) Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

11.5 Severance:

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(a) If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

(b) If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

11.6 Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

11.7 Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract, shall only be binding when agreed in writing and signed by the Supplier.

11.8 This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, Scots law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of Scotland.

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01224 202800 | ▲ Dumbarton
01389 731682 | ▲ ▲ Edinburgh
0131 225 1234 | ▲ ▲ Glasgow Commercial
0141 331 2807 | ▲ ▲ Inverness
01463 712239 | ▲ Motherwell
01698 252229 | ▲ Peterhead
01779 470766 |
| ▲ Ayr
01292 267987 | ▲ ▲ Dumfries
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01896 750150 | ▲ Hamilton
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