

PROPERTY REPORT

OF

**17th Century Public House in
Shropshire**



FOR

Ms S

Prepared by:

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INTRODUCTION

We have been asked to inspect and prepare a Report and Schedule of Condition for a 17th Century public house in Shropshire.

The weather started out pleasant and sunny but turned cold later on.

This Report is to be read in conjunction with the Schedule of Condition.

SYNOPSIS

SITUATION AND DESCRIPTION

This is a detached (albeit linked by a flat roof with of the adjoining pub) two storey public house, which has had considerable alterations and amendments over the years, including single storey extensions with both pitched and flat roofs.

The property is very hard to date. However, the swing sign does have the date 1640 on it and there are certainly parts of it that are very old. If the age of the property interests you your Legal Advisor may be able to find out more information from the Deeds.

SUMMARY OF CONSTRUCTION

MAIN BUILDING

External

Chimneys:	Two brick chimneys, two flues at single storey level
Main Roof:	Pitched and clad with a concrete tile
Single Pitched Roof:	Clad with a concrete tile
Flat Roof:	Felt with a chipping finish
Gutters and Downpipes:	A mixture of cast iron / plastic
Soil and Vent Pipe:	Plastic, at single storey level
Walls:	Painted stonework, painted brickwork and painted render and stippled render, with some elements of timber frame
Windows and Doors:	Predominantly metal casement windows, set within timber frames and timber doors

Internal

Ceilings:	A mixture of lath and plaster and plasterboard (assumed)
Walls	Timber framed, both new and old, some solid walls (assumed)
Floors: Ground Floor:	Solid underfoot, assumed concrete, earth and tiles
First Floor:	Joist and Floorboards (assumed)
Top Floor:	Joist and Floorboards (assumed)

Services

We are advised that the water is not on the mains, and we have been unable to confirm where the property is drained. Please advise us further on this if you would like us to comment. The heating is via a wood burner and oil fire. Cooking is via gas cylinders and electric fuse units are 1960's to 1980's.

The above terms are explained in full in the main body of the Report.

We have used the term 'assumed' as we have not opened up the structure.

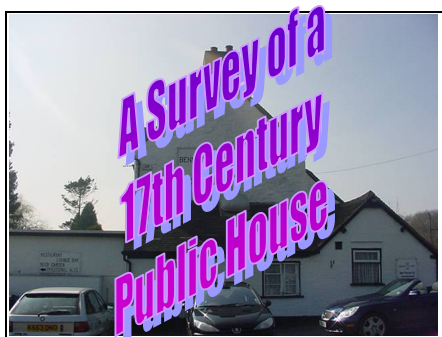
EXTERNAL PHOTOGRAPHS



Front Elevation



Rear view



Left hand view



Right hand view



Rear Beer Garden

ACCOMMODATION AND FACILITIES

Ground Floor – Trading Area

Front of House

- Front Bar
- Inner Bar
- Restaurant Area
- Entrance Areas and linking corridors
- Male and Female toilets

Back of House

- Kitchen and associated storage areas
- Bar server areas
- Cellar

First Floor – Private Living Accommodation

- Bedroom
- Walk through room
- Bathroom
- Separate WC
- Stair access

Top Floor – Private Living Accommodation

- Two bedrooms
- Landing area

Outside Areas

- Car park
- Garden to rear
- Bowls green, which we've not included as part of this survey

There are no toilets for the less able / disabled.

We noted no specific facilities for smokers under the legislation that came into force on 1st July 2007.

REPORT FORMAT AND INFORMATION

To help you understand our Report we utilise various techniques and different styles and types of text, these are as follows:

PHOTOGRAPHS



We utilise photographs and sketches to illustrate issues or features. In some photographs a pencil has been used to highlight a specific area.

ACTION REQUIRED AND RECOMMENDATIONS

We have used the term **ACTION REQUIRED** where we believe that there are items that you should carry out action upon or negotiate upon prior to purchasing the Lease.

Where a problem is identified, we will do our best to offer a solution. However, with most building issues, there are usually many ways to resolve them dependent upon cost, time available and the length of time you wish the repair/replacement to last.

MARKET VALUE

We have not been asked to comment upon the market value in this instance. We have not seen copies of the trading figures or the accounts.

EVERY BUSINESS TRANSACTION HAS A RISK

Every business transaction has a risk, only you can assess whether that risk is acceptable to you and your circumstances.

AGENT / BUSINESS DEVELOPMENT MANAGER – FRIEND OR FOE?

It is important to remember that the agents are acting for their client and not the purchaser. We, as your employed Independent Chartered Surveyor, represent your interests only.

SOLICITOR/LEGAL ADVISOR

To carry out your legal work you can use a solicitor or a legal advisor. We have used both terms within the report.

TERMS OF ENGAGEMENT/LIMITATIONS

This report is being carried out under our terms of engagement, as agreed to and signed by you. If you have not seen and signed a copy of our terms of engagement please phone immediately.

OUR AIM IS ONE HUNDRED PERCENT SATISFACTION

Our aim is for you to be completely happy with the service we provide, and we will try and help you in whatever way possible - just phone us.

EXECUTIVE SUMMARY

Summaries are dangerous as they try to précis often quite complex subjects into a few paragraphs. This is particularly so in a summary about someone's future business when we are trying to second-guess what their priorities are, so it is important the Report is read in full.

It is inevitable with a report on a building of this nature that some of the issues we have focussed in on you may dismiss as irrelevant and some of the areas that we have decided are part of the 'character' of this property you may think are very important. We have taken in the region of fifty plus photographs (a CD copy of all photographs is enclosed) during the course of this survey and many pages of notes, so if an issue has not been discussed that you are interested in or concerned about, please phone and talk to us before you purchase the lease (or indeed commit to purchasing the lease), as we will more than likely have noted it and be able to comment upon it. If we have not we will happily go back. Having said all of that, here are our comments:

When purchasing the lease on a public house we believe there are three elements you need to consider, these are:

The Business

Only you can decide upon the true potential of the business and its value to you; although we do recommend taking independent advice on the value of the business and property.

The Lease

The quality of the lease needs to be discussed with your Legal Advisor and understood. You need to understand your rights, responsibilities and liabilities when you sign for a lease of this nature. We do require your solicitor to send a copy of it to us with any unusual or onerous clauses highlighted for our further comment. We assume this is a standard full repairing and insuring Lease.

The Property

There are many aspects to look at property-wise, both from its condition at the moment, to its condition in relation to the lease (or in this case a standard full repairing and insuring lease, as we have not seen the one specifically relating to this property).

You are currently reading the Property Report which is intended to advise you on the property element of the purchase. We will also provide you with a Schedule of Condition, which will enable you to agree with the Landlord the condition of the property when you start to lease it.

Generally we found the public house in slightly below average condition; however, there are several specific issues that you will need to come to agreement on before we would recommend a lease is taken and of course the Schedule of Condition needs to be appended to the Lease.

We have divided the Executive Summary into 'The Good', 'The Bad' and 'The Ugly', to allow you to clarify and focus on exactly what the issues are.

The Good

Survey reports often are full of only the faults and general 'doom and gloom', so we thought we would start with some positive comments on the property!

- The property has a reasonable sized front and back of house and good sized beer garden. We would particularly comment that the order of the bars and the restaurant would appear to work very well.
- The private living accommodation is above the standard that we typically see.
- There are good sized gardens, and of course the bowling green, for you, has potential if you manage to expand the use of it like you did at your last property.

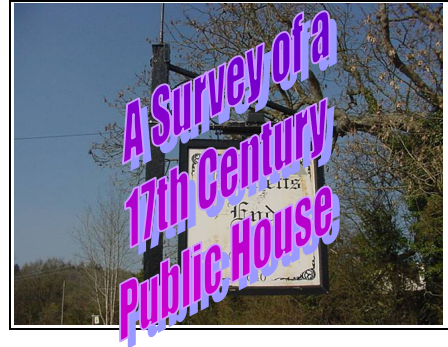
We are sure you can think of other things to add to the list.

The Bad

Problems / issues raised in the 'bad' section are usually solvable, but often need negotiation upon. However, a large number of them may sometimes put us off the property.

1) Characteristics of older properties

This property is very old and generally this age of property would have been Listed and preserved. It possibly has not been because it has been amended so much over the years. In years gone by we used to build in a different style from that which we have been building in since the second world war. This was a style where the building “breathed”, whereas a modern property is built more like a raincoat, with a protective layer (if you recall we explained this as being like a gortex coat material and a raincoat).



Swing sign showing 1640 date

Unfortunately, these two styles of construction do not mix very well and, even more unfortunately in this case, you have had the two styles mixed where builders that are unaware of the importance of carrying out work correctly and have simply carried out work as they would on a modern property. This, sadly, has led to a high level of dampness in the property, which unfortunately has then led to modern solutions, which will hide the dampness for a while, but the dampness will inevitably come to the surface again.

Old buildings move

What also should be appreciated is that old buildings do move with the seasons; sometimes you will be able to open and shut windows and other times you will not. This is another characteristic of living with an older property.

Characteristics you need to learn to love!

There are various characteristics with this property that you simply will not change without major cost and expense and will have to be lived with, and indeed is part of the charm as to why people like to visit properties such as this (as well as the beer and the home cooked food).

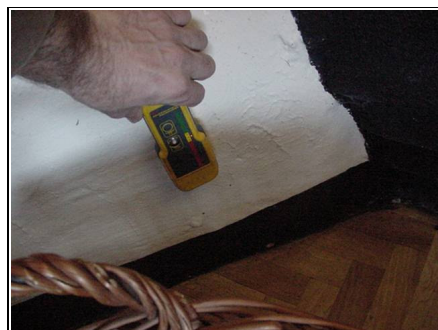
2) Dampness

Rising damp

You have rising damp. This we believe is being caused by the car park discharging rainwater against the property, together with the ground levels being high and also some of your gutters and downpipes discharging onto the base of the property. There have been various paints added to the property, which unfortunately are plastic based, which means the walls cannot breathe.

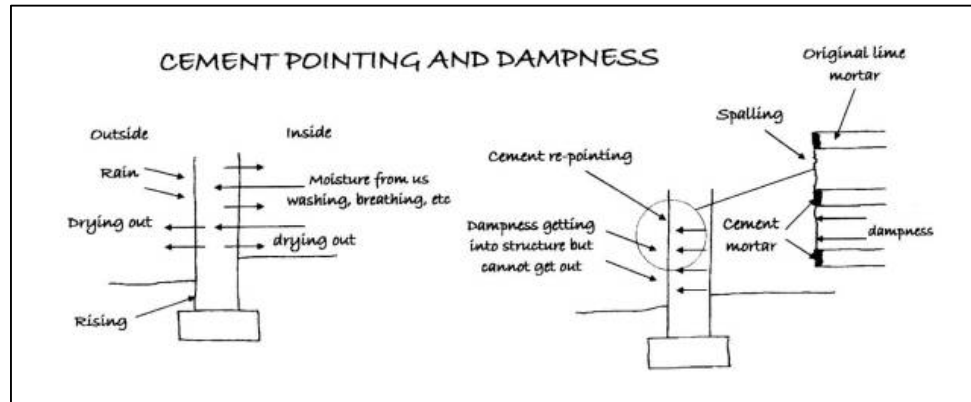


The plastic paint with the lime wash, or distemper, beneath



Dampness found internally

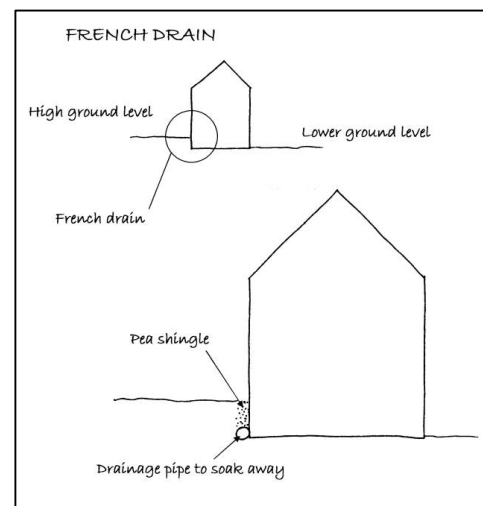
We can see the original lime wash beneath the plastic based paint. This is an older style paint and would have allowed the building to breathe had it not been painted over. We also noticed internally that gloss paint has been used and this affectively seals any dampness into the structure meaning it cannot get out. The result will be that the paint will deteriorate and you will have staining. At this point you then need to repaint in an appropriate paint.



ACTION REQUIRED:

French Gully

We would suggest adding a French gully around the property to enable the water to be moved away from the base of the property. In the Appendices within this section we detail how to prepare a French gully properly to make sure it doesn't become a French pond!



Repainting in the correct paint

We would also ultimately re-paint with a breathable paint, such as a lime wash or a microporus paint.

ANTICIPATED COST: We would expect the gully to be in the region of £4,000 to £6,000. Tenders should be obtained. It really does depend on how difficult it is to get the French gully into the drain.

For redecoration we would expect costs in the region of £3,000 to £4,000. This will have to be carried out on a piecemeal basis and will involve removing a lot of the existing plastic based paints, this can be carried out over several years.

Lateral dampness – dampness coming through the walls

We also found dampness coming through the walls to the top floor and first floor. This we believe is partly due to the reasons mentioned overleaf, with the obvious exception of the car park, however this has been “replaced” by a faulty flashing. We noted areas where re-plastering had taken place, which we feel may have added to the problem, as often in this situation a builder that does not know how to deal with older properties uses a cement based mortar rather than a lime based mortar.



Meter readings being taken in
right hand bedroom



Meter readings being taken in
Left hand bedroom

ACTION REQUIRED: Again the problem comes partly from the paints that have been used on the property in not allowing the walls to breathe any more, and partly it is a characteristic of the property. As some dampness will get in you will have to redecorate more frequently. We would also recommend that the flashings be replaced in lead.

ANTICIPATED COST: A few thousand pounds. Quotations should be obtained.

3) **Gutters and downpipes**

We noted the hopper head was leaking to the right hand side, next to the flat roof.

ACTION REQUIRED: This needs amending; probably a larger style box gutter needs to be added.



Hopper head on right hand side

4) **Asbestos**

There are several areas in the property where there may be asbestos. From our discussions we believe that a Type II report has been carried out. It is difficult to identify asbestos by eye (and we have been told it is impossible). We did note that the older style asbestos based artex has been used in many areas; as we discussed, the underside of the passageway on the right hand side of the property. This does not necessarily mean it is dangerous, you should consult the recommendations of the report.

ACTION REQUIRED: You need a Type II report to be carried out.

ANTICIPATED COST: At present Leaseholder's cost.

5) Woodworm

We noted that there is extensive woodworm throughout the property. The areas where we have seen woodworm we can see that it is not active, but we have not had access to a large portion of the roof and the general damp conditions that we mentioned earlier are a good breeding ground for woodworm, although it has to be said it does take a lot of woodworm to structurally affect a property.



Signs of woodworm to
exposed rafter feet

ACTION REQUIRED: We recommend that the roof is examined closely by a woodworm company. We hesitate to recommend them as they are, after all, trying to sell their products, however, if you advise us when this is carried out we can either come and be there at the same time or alternatively we would be happy to review a copy of their report if you e-mail it to us. We recommend this is carried out before the lease is taken on.

ANTICIPATED COST: These are usually free of charge. Please remember they are looking for work and we would always recommend two or three quotes.

6) Services

Fuseboard

The electric fuses and consumer units range from the 1960's to the 1980's and looked dated.



ACTION REQUIRED: We would recommend they be replaced where they are dated and that an NICEIC test and report be carried out.

7) Leases and Landlords

We would always recommend taking on a new lease if at all possible, assuming the terms are not much worse than an existing lease, and within the new lease negotiating that a Schedule of Condition be appended to the lease, which we believe you have in this case.

As mentioned, there are usually five very important sections within a lease:

- the repairing covenant
- the redecoration covenant
- the reinstatement covenant
- the statutory regulations covenant
- the yield up clause.

In this instance covenant simply means rule and yield up means when you give back the property. As we discussed, you will have to yield up the property in the condition as stated within the lease, not in the condition in which you receive it.

The Regulatory Reform (Fire Safety) Orders 2005 Act (known as RRO)

As we discussed, it is now a requirement to meet the RRO and we were pleased that you had had a fire risk assessment carried out.

ACTION REQUIRED: That the property be brought up the RRO 2005 standard.

ANTICIPATED COST: At the present owners cost.

8) **Possible Future Listing**

It is not beyond the realms of possibility that this property will be Listed in years to come. As we mentioned, we had a property that was duly Listed. It may simply be that it is not known about and it would be brought to their attention when it changes hands, for example normally letters are sent to the Environmental Health authorities at the local council, who in turn then invite other local council officers in. Having a Listed property would mean a more onerous repair responsibility, possibly even than those set out within your Lease. However, we feel that generally, in our experience, the Local Authority Conservation Officers are only recommending what is good for the property to make it more “breathable” and indeed if this property had been leased it would not be not in the condition that it is in.

The Ugly

We normally put here things that we feel will be difficult to resolve and will need serious consideration.

There is nothing which we feel falls within this category. This is assuming the existing people will negotiate and also assuming they will accept a Schedule of Condition.

Other Items

Moving on to more general information.

Electrics

Whilst we have carried out a visual inspection of the electrics we also need to advise you of the following:

ACTION REQUIRED: As the property is changing occupancy the Institute of Electrical Engineers (IEE) recommend an NICEIC registered and approved electrical contractor carry out an inspection, test and report.

Maintenance

It should be appreciated that defects which would normally be highlighted in a modern property, effectively form part of the property's overall character and style. Such defects are considered acceptable and may not have been specifically referred to as defects within the context of this Report.

This type of property will require ongoing maintenance and repair and a budget for such work must be allowed to ensure it is maintained in good condition. This will prevent undue and unnecessary deterioration.

Estimates of Costs

Where we have offered an estimate of building costs please remember we are not experts in this area. We always recommend you obtain quotations for the large jobs before purchasing the property (preferably three quotes). The cost of building work has many variables such as the cost of labour. For unskilled labour we currently use between £75 and £100 per day (the higher costs in the city areas) and for tradesmen we use between £100 and £200 per day for an accredited, qualified, skilled tradesman. Other variations include the quality of materials used and how the work is carried out, for example off ladders or from scaffold.

If you obtain builders estimates that vary widely, we would advise the work is probably difficult or open to various interpretations and we would recommend a specification is prepared. It would probably be best to supervise the work if it is complex, both of which we can do if so required.

SUMMARY UPON REFLECTION

The Summary Upon Reflection is a second summary so to speak, which is carried out when we are doing the second or third draft a few days after the initial survey when we have had time to reflect upon our thoughts on the property. We would add the following in this instance:

We would refer you to our earlier comments, particularly with regard to the mixture of old and new materials in this property.

As a general comment for any work required we would always recommend that you obtain at least three quotations for any work from a qualified, time served tradesperson or a competent registered building contractor prior to legal completion.

We would ask that you read this Property Report and the Schedule of Condition and contact us on any issues that you require further clarification on.

LIMITATIONS

As per our original Terms of Engagement, we would remind you specifically that:

We have not inspected parts of the structure that were covered, unexposed or inaccessible during our inspection. We therefore cannot confirm that such parts are free from defect, structural or otherwise.

We have not determined whether any hazardous materials such as high alumina cement, calcium chloride, asbestos etc have been used in the construction.

Our report is for the use of the party to whom it is addressed above and no responsibility is accepted under the Third Parties Act or for any third parties who use this report in whole or in part.

We have not carried out a comprehensive test of any electrical, mechanical or drainage services. We therefore cannot confirm that they are operational and in good condition. If you wish us to arrange tests please advise us.

We have not carried out or arranged for specialists to undertake any reports, for example an environmental report or an audit report upon the property. We are therefore unable to advise whether any contaminated or other adverse environmental issues affect the site.

If you would like any further advice on any of the issues discussed (or indeed any that have not been discussed!) then please do not hesitate to contact us on **0800 298 5424**.

APPENDIX

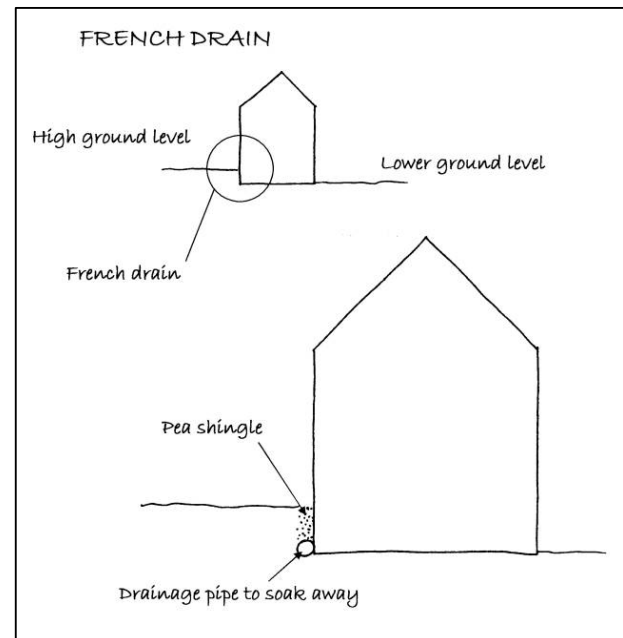
Using a French drain to resolve a dampness problem

We are finding where we are asked to look at damp walls and damp floors or damp problems in general that commonly it is because the external ground level is higher than the internal ground level, or airbricks have been blocked, or simply paving slabs, decking or briquettes have been used to form a patio area. This then discharges any rainwater against the building. Quite often the solution is to add a French drain.

Whilst French drains are quite simple and are basically nothing more than trenches filled with gravel, although there is a bit more to them, as we will explain, they are almost a D.I.Y. job for most people and they are relatively easy to install and are low cost. However, you do need some care and attention, otherwise you can install what we have heard referred to, as the French pond.

What use is a French drain?

A French drain is a trench, the width of approximately six inches or 300 millimetres wide, or the width of your spade, and is approximately twice the depth, i.e. 12 inches or 300 millimetres. In most cases this will suffice, however, where there is a great deal of ground water you may wish to make the trench wider and deeper.



The French drain acts as an area where water soaks away quickly. We often recommend them close to building, but not next to the building, as this helps reduce the ground level and/or take any water that is directed at that area away. For example, where a patio has been put in place which aims any rainwater at part of the wall. As mentioned, whilst a French drain is a D.I.Y. job, it does need some understanding of how it works.

French drains must be on a slope

The piping that goes at the base of a French drain should be perforated or, as we did years ago for land drains, there should be gaps between each pipe. It should be set onto a bed of firm ground and the pipes should on a fall to the drain. Whilst you should be able to ensure there is enough fall by sight, we also like the idea of rolling a marble from one end to the other.

You will then need to put the pipes down, fill the trench with half an inch, to an inch, of good sized gravel. You can leave it at that, or in addition you can cover with sand and then turf over. This is how a basic French drain is carried out.

The French drain system that we would recommend

This would be as described, although we would add to the base an inch or two of gravel on to which the perforated drainage pipe will rest. It will then wrap around that drainage pipe filter fabric. This is to stop the holes in the perforated pipe from blocking up. By the way, the drainage pipe should be four to six inches/100 millimetres to 250 millimetres. We would then fill with gravel. In addition to this, we would add a silt trap and this is added in the run of the pipe and is very similar to a road gully (not that's of much use if you don't understand how a road gully works). The silt trap is a rectangular box with a pipe opening at each end. The drained water passes onto this and any particles sink to the bottom of the box and then the water travels on to the other side of the box, enabling you to feed into a drain.

These are usually made of glass reinforced polyester and have been available in this form since the mid-1980's. They are normally reinforced with a steel frame for additional strength and re-bedded in concrete.

The French pond!

French drains will, over time, clog up, which is why we recommend using a filter fabric. However, even with this they will eventually clog up. Unfortunately, there is no dino-rod equivalent, as it is normally fine sand, organic matter or clay that has clogged up the French drain. So, it is a case of digging it up and cleaning the pipework (or it may be quicker to just replace it), adding a filter fabric and re-filling the gravel.