

REPLIES TO CPSE 1 (Version 4.0)
40/41 Pall Mall London SW1

1. BOUNDARIES AND EXTENT

1.1 – 1.5 The Seller has no information as to boundary ownership save such as will be apparent from the title documents or from an inspection of the Property.

1.6 No.

2. PARTY WALLS

The Seller has no information save such as will be apparent from the title documents or from an inspection of the Property but is aware of no breaches.

3. RIGHTS BENEFITING THE PROPERTY

3.1 – 3.2 The Seller has no information save such as will be apparent from the title documents or from an inspection of the Property.

3.3 Not so far as the Seller is aware.

4. ADVERSE RIGHTS AFFECTING THE PROPERTY

4.1 – 4.2 The Seller has no information save such as will be apparent from the title document, or as would be apparent from an inspection of the Property. This is an investment property and the Seller is not in occupation of any part.

4.3 The Seller owns the freehold reversion subject to whatever occupational rights exist.

4.4 Not so far as the Seller is aware.

4.5 The Seller has no information save such as will be apparent from the title documents, or as would be apparent from an inspection of the Property but the sale is subject to any such as may exist.

4.6 Not believed to be applicable.

4.7 Not so far as the Seller is aware.

5. TITLE POLICIES

5.1 – 5.3 Copies of the indemnity policies which were required by the current mortgagee when the Property was refinanced last year are enclosed.

6. ACCESS TO NEIGHBOURING LAND

6.1 - 6.2 Not so far as the Seller can recall save as disclosed in the title documents or as would be apparent from an inspection of the Property but this is an investment property and the Seller is not in occupation.

7. ACCESS TO AND FROM THE PROPERTY

7.1 – 7.2 The Buyer should rely on its own Local Search, Highway Search, and inspection in all respects.

8. PHYSICAL CONDITION

8.1-8.7 In the usual way no warranties are given as to the state and condition of the Property and the Buyer must rely on its own survey and inspection in all respects. A copy of the last asbestos re-inspection survey is enclosed.

8.8-8.11 This is an established building and the Seller only has a reversionary interest. The Buyer is therefore asked to rely on its own survey and inspection in all respects as no warranties can be or will be given as to the state and condition of the Property. There are no subsisting guarantees of which the Seller is aware.

9. CONTENTS

9.1-9.4 This is an investment Property and the Seller only has a reversionary interest. Nothing will be removed by the Seller prior to completion.

10. UTILITIES AND SERVICES

10.1-10.5 This is an investment property and the Seller is not in occupation. The Buyer should rely on its own survey and inspection and enquiries of the relevant authorities if concerned.

11. FIRE SAFETY AND MEANS OF ESCAPE

11.1-11.5 This is an investment property and the Seller is not in occupation. A copy of the last Health and Safety Risk Assessment is enclosed. The Fire Escape arrangements are believed to be as disclosed and as would be apparent from an inspection of the Property.

12. PLANNING AND BUILDING REGULATIONS

12.1-12.5 This is an investment property and the Buyer is asked to rely on its Local Search or enquiries of the Local Authority in all respects. The Seller is not aware of there

being any outstanding issue or requirement although no warranty to that effect can be given.

12.6 The property is a mixed use property as can be seen from the documents disclosed.

12.7-12.15 The Buyer is asked to rely on its Local Search or enquiries of the Local Authority. The Seller is not aware of there being any outstanding planning or building regulation issue or requirement although no warranty to that effect can be given.

13. STATUTORY AGREEMENTS AND INFRASTRUCTURE

13.1 The Seller is not aware of any such agreement.

13.2 Not so far as the Seller is aware.

13.3-13.5 Not so far as the Seller is aware.

13.6-13.7 None to the Seller's knowledge.

14. STATUTORY AND OTHER REQUIREMENTS

14.1-14.5 None to the Seller's knowledge but this is an investment property and the Seller is not in occupation. The Seller believes that any such matters would be the responsibility of the occupational lessees.

14.6-14.8 The Seller believes that these would be matters for the occupational lessees but copies of whatever EPC's are known to exist are available from the Selling Agents.

14.9 This is an investment Property and the Seller has no knowledge of such matters.

15. BUILDING SAFETY ACT 2022

15.1 Not so far as the Seller is aware.

15.2-15.7 Not believed to be applicable.

16. ENVIRONMENTAL

16.1-16.8 Please see 8 above. The Seller has not commissioned any other environmental reports nor applied for any such licences itself but is not aware of there being any environmental issues. No warranty can be given however nor any representation made and the Buyer must satisfy itself in all respects from its own survey and inspection.

17. OCCUPIERS AND EMPLOYEES

- 17.1 Please see the title documents already disclosed.
- 17.2 Not so far as the Seller is aware but the Property is sold subject to any such as may exist.
- 17.3 Not applicable.
- 17.4-17.5 Not so far as the Seller is aware.

18. INSURANCE

- 18.1 None that the Seller can recall.
- 18.2 There are no outstanding claims.
- 18.3 None of which the Seller is aware.
- 18.4-18.6 Insurance details are enclosed. The cover will be cancelled on completion of the sale.

19. RATES AND OTHER OUTGOINGS

- 19.1-19.11 Please enquire of the Local Authority if these matters are considered to be of concern or relevance to the sale.

20. NOTICES

- 20.1-20.2 No notices believed to be of relevance to this transaction have been given or received or are anticipated so far as the Seller can recall.

21. DISPUTES

None which the Seller believes to be of relevance to the current transaction.

22. COMMUNITY INFRASTRUCTURE LEVY (CIL)

- 22.1.-22.10 The Seller has no information.

23. COMMONHOLD

- 23.1-23.2 Not applicable.

24. STAMP DUTY LAND TAX (SDLT)

- 24.1-24.4 Not applicable to this transaction.

25. DEFERRED PAYMENT OF SDLT

Not applicable.

26. VALUE ADDED TAX (VAT)

A VAT election has been made as per the attached.

27-32 the slae can be treated as a TOGC if the qualifying conditions are met.

33. CAPITAL ALLOWANCES

33.1-33.11 Not believed to be applicable.

RWK GOODMAN LLP

02.04.2024

Ref: GXH/406612.0003

Commercial Property Standard Enquiries

CPSE.1 (version 4.0) General pre-contract enquiries for all commercial property transactions

Conditions

This document may be used free of charge subject to the Conditions set out in *GN/CPSE (version 3.3) Guidance notes on the Commercial Property Standard Enquiries* (www.practicallaw.com/3-628-1672).

Particulars

Seller:

Buyer:

Property:

Development (if appropriate):

Transaction:

Seller's solicitors:

Buyer's solicitors:

Date:

Interpretation

1. In interpreting these enquiries, the terms set out in the Particulars have the meanings given to them in the Particulars and the following interpretation also applies:

- **Buyer:** includes tenant and prospective tenant.
- **Conduits:** means the pipes, wires and cables through which utilities and other services are carried.
- **Property:** includes any part of it and all buildings and other structures on it.
- **Seller:** includes landlord and prospective landlord.

- **Stamp Duty Land Tax** or **SDLT** includes Land Transaction Tax where the Property is in Wales, and references to HMRC include the Welsh Revenue Authority where relevant.
2. The replies to the enquiries will be given by the Seller and addressed to the Buyer. Unless otherwise agreed in writing, only the Buyer and those acting for it may rely on them.
- References in these enquiries to "**you**" mean the Seller and to "**we**" and "**us**" mean the Buyer.
 - In replies to the enquiries, references to "**you**" will be taken to mean the Buyer and to "**we**" and "**us**" will be taken to mean the Seller.
3. The replies are given without liability on the part of the Seller's solicitors, its members, partners, employees, consultants or other staff.
 4. The Buyer acknowledges that even though the Seller will be giving replies to the enquiries, the Buyer should still inspect the Property, have the Property surveyed, investigate title and make all appropriate searches and enquiries of third parties.
 5. In replying to each of these enquiries and any supplemental enquiries, the Seller acknowledges that it is required to provide the Buyer with copies of all documents and correspondence, and to supply all details, that are in each case relevant to the replies, whether or not specifically requested to do so.
 6. The Seller confirms that pending exchange of contracts or, where there is no prior contract, pending completion of the Transaction, it will notify the Buyer on becoming aware of anything which may cause any reply that it has given to these or any supplemental enquiries to be incorrect.

CONTENTS

ENQUIRIES

1.	Boundaries and extent	4
2.	Party walls	5
3.	Rights benefiting the Property	5
4.	Adverse rights affecting the Property	6
5.	Title policies	8
6.	Access to neighbouring land	8
7.	Access to and from the Property	9
8.	Physical condition	9
9.	Contents.....	11
10.	Utilities and services	12
11.	Fire safety and means of escape	13
12.	Planning and building regulations	13
13.	Statutory agreements and infrastructure	16
14.	Statutory and other requirements	17
15.	Building Safety Act 2022	18
16.	Environmental	20
17.	Occupiers and employees	21
18.	Insurance	22
19.	Rates and other outgoings	23
20.	Notices.....	25
21.	Disputes.....	25
22.	Community Infrastructure Levy (CIL).....	26
23.	Commonhold.....	27
24.	Stamp Duty Land Tax (SDLT) on assignment of a lease	28
25.	Deferred payment of SDLT	29
26.	Value Added Tax (VAT) Registration information.....	29
27.	Transfer of a business as a going concern (TOGC).....	30
28.	Other VAT treatment.....	31
29.	Standard-rated supplies	31
30.	Exempt supplies	32
31.	Zero-rated supplies	32
32.	Transactions outside the scope of VAT (other than TOGCs).....	32
33.	Capital allowances.....	33

ENQUIRIES

1. BOUNDARIES AND EXTENT

1.1 In respect of all walls, fences, ditches, hedges or other features (**Boundary Features**) that form the physical boundaries of the Property:

- (a) are you aware of any discrepancies between the boundaries shown on or referred to in the title deeds and the Boundary Features; and
- (b) have any alterations been made to the position of any Boundary Features during your ownership or, to your knowledge, earlier?

[Insert answer to question here]

1.2 To whom do the Boundary Features belong if they do not lie wholly within the Property?

[Insert answer to question here]

1.3 In relation to each of the Boundary Features:

- (a) have you maintained it or regarded it as your responsibility;
- (b) has someone else maintained it or regarded it as their responsibility;
or
- (c) have you treated it as a party structure or jointly repaired or maintained it with someone else?

[Insert answer to question here]

1.4 Please supply a copy of any agreement for the maintenance of any of the Boundary Features.

[Insert answer to question here]

1.5 Please supply a plan showing any parts of the Property that are situated beneath or above adjoining premises, roads or footpaths and supply copies of any relevant licences for projections.

[Insert answer to question here]

1.6 Are there any adjoining or nearby premises or land which you use or occupy in connection with the Property?

[Insert answer to question here]

1.7 If the answer to enquiry 1.6 is "yes", please:

- (a) provide a plan showing the area occupied;
- (b) provide evidence of the basis of such occupation; and
- (c) state when such occupation commenced.

[Insert answer to question here]

2. PARTY WALLS

In respect of any party structures which form part of the Property and also in respect of any works of the kind which require notices to be served under the Party Wall etc. Act 1996 (**1996 Act**) please:

- (a) confirm that there have been no breaches of the 1996 Act or any earlier legislation governing party structures;
- (b) supply copies of any notices, counternotices, awards and agreements relating to party structures, whether made under the 1996 Act or otherwise; and
- (c) confirm that there have been no breaches of any of the terms, notices, counternotices, awards or agreements.

[Insert answer to question here]

3. RIGHTS BENEFITTING THE PROPERTY

3.1 Unless apparent from the copy documents supplied, are there any covenants, agreements, rights or informal arrangements of any kind (including any which you may be in the course of acquiring) which benefit the Property (**Rights**)?

[Insert answer to question here]

3.2 In respect of any Rights benefiting the Property, and unless apparent from the copy documents supplied, please:

- (a) if the Right is formally documented, show title and supply copies of all relevant documents, plans and consents;
- (b) if the Right is not formally documented, supply evidence as to entitlement together with a plan showing the area over which the Right is exercised;
- (c) state to what extent any Rights are exercised, whether they are shared and if so by whom;

- (d) state whether they can be terminated and, if so, by whom;
- (e) state who owns and/or occupies the land over which any Rights are exercisable;
- (f) give details of the maintenance (including costs) of any land, Conduits or equipment used in connection with any Rights;
- (g) give details of any interference with any Rights, whether past, current or threatened; and
- (h) confirm that all terms and conditions relating to the exercise of any Rights have been complied with or, if they have not, give details.

[Insert answer to question here]

3.3 Have you (or, to your knowledge, has any predecessor in title):

- (a) registered against any other titles at the Land Registry any unilateral notices to protect the priority of any of the Rights revealed in response to enquiry 3.1; or
- (b) registered any cautions against first registration in respect of any of the Rights revealed in response to enquiry 3.1?

[Insert answer to question here]

4. ADVERSE RIGHTS AFFECTING THE PROPERTY

4.1 Unless apparent from the copy documents supplied, are there any covenants, restrictions, agreements, rights or informal arrangements of any kind to which the Property is subject (whether public or private and whether existing or in the course of acquisition) (**Adverse Rights**)?

[Insert answer to question here]

4.2 In respect of any Adverse Rights to which the Property is subject, and unless apparent from the copy documents supplied, please:

- (a) give full details and supply copies of all relevant documents, plans and consents;
- (b) state to what extent any Adverse Rights have been exercised;
- (c) state who has the benefit of any Adverse Rights;
- (d) state whether any Adverse Rights can be terminated and, if so, by whom;
- (e) give details of the maintenance (including costs) of any land, Conduits or equipment used in connection with any Adverse Rights; and

- (f) confirm that all terms and conditions relating to the exercise of any Adverse Rights have been complied with or, if they have not, give details.

[Insert answer to question here]

- 4.3 Unless apparent from the copy documents supplied, does any person use any part of the Property with or without your permission?

[Insert answer to question here]

- 4.4 Have you, or to your knowledge has anyone else, applied to have any restrictive covenant affecting the Property modified or discharged?

[Insert answer to question here]

- 4.5 Unless full details appear from the copy documents already supplied, please supply details of any interests to which the Property is subject under Schedules 1, 3 or 12 to the Land Registration Act 2002.

[Insert answer to question here]

- 4.6 For the purposes of Part I of the Countryside and Rights of Way Act 2000:

- (a) is the Property "access land" within the meaning of section 1(1) of that Act;
- (b) if the answer to 4.6(a) is "no", are you aware of anything that might result in the Property becoming "access land"; and
- (c) if the answer to enquiry 4.6(a) is "yes", are there any exclusions or restrictions in force under Chapter II of Part I of the Countryside and Rights of Way Act 2000?

[Insert answer to question here]

- 4.7 Does the Property, or any property over which Rights are enjoyed, include any land that is currently used or has in the past ten years been used by members of the public for recreational purposes, whether with or without your permission?

[Insert answer to question here]

5. TITLE POLICIES

- 5.1 Has anyone obtained or been refused insurance cover in respect of any defect in title to the Property, including any restrictive covenant or any lost title deed?

[Insert answer to question here]

- 5.2 If insurance cover has been obtained, please:

- (a) supply copies of all policy documents including the proposal form;
- (b) confirm that the conditions of all such policies have been complied with; and
- (c) give details of any claims made and supply copies of all relevant correspondence and documents.

[Insert answer to question here]

- 5.3 If insurance cover has been refused, please give details and supply copies of all relevant correspondence and documents.

[Insert answer to question here]

6. ACCESS TO NEIGHBOURING LAND

- 6.1 Has the owner or occupier of any neighbouring premises ever requested or been allowed or been refused access to the Property to carry out repairs, alterations or other works to any neighbouring premises or the Conduits serving them? If so, please give details, including copies of any access orders granted under the Access to Neighbouring Land Act 1992 (**1992 Act**).

[Insert answer to question here]

- 6.2 Have you or, to your knowledge, has any previous owner or occupier of the Property ever requested or been allowed or been refused access to neighbouring premises to carry out repairs, alterations or other works to the Property or the Conduits serving it? If so, please give details, including copies of any access orders granted under the 1992 Act.

[Insert answer to question here]

7. ACCESS TO AND FROM THE PROPERTY

7.1 Does the boundary of the Property (or, if applicable, the Development) immediately adjoin a highway maintainable at public expense at, and for the full width of, each point of access?

[Insert answer to question here]

7.2 Are there any barriers to access to the Property that are controlled by a third party? If so, please give details.

[Insert answer to question here]

8. PHYSICAL CONDITION

8.1 If the Property has been affected by any of the following, please supply details:

- (a) structural or inherent defects;
- (b) subsidence, settlement, landslip or heave;
- (c) defective Conduits, fixtures, plant or equipment;
- (d) rising damp, rot, or any fungal or other infection;
- (e) Japanese knotweed;
- (f) any other infestation; or
- (g) flooding.

[Insert answer to question here]

8.2 Is the Seller aware of any Green Deal Plan affecting the Property (whether entered into by the Seller, any predecessor in title, or any previous or current tenant or occupier)? If yes, please supply a copy of the relevant documentation.

[Insert answer to question here]

8.3 Has asbestos been used in the present structures forming part of the Property or of any premises of which the Property forms part, including Conduits, fixtures, plant and equipment?

[Insert answer to question here]

8.4 Please supply a copy of the most recent survey or assessment carried out in relation to the Property (whether by the Seller or by any other person) for the

purposes of complying with regulation 4 of the Control of Asbestos Regulations 2012 (or any previous Control of Asbestos Regulations) or advise us when and where it can be inspected.

[Insert answer to question here]

- 8.5 Please supply a copy of the written plan and any other records prepared for managing asbestos in the Property or in any premises of which the Property forms part, or advise us when and where they can be inspected.

[Insert answer to question here]

- 8.6 Has any substance (other than asbestos) known or suspected to be unsuitable for its purpose, unstable or hazardous, been used in the present structures forming part of the Property, including Conduits, fixtures, plant and equipment?

[Insert answer to question here]

- 8.7 Has any asbestos, or any other substance known or suspected to be unsuitable for its purpose, unstable or hazardous, been removed from the Property in the past?

[Insert answer to question here]

- 8.8 Please identify:

- (a) any buildings
- (b) any extensions or major alterations to existing buildings, and
- (c) any other major engineering works

which have been erected, made or carried out at the Property within the last 12 years.

[Insert answer to question here]

- 8.9 In respect of anything identified in reply to enquiry 8.8, please supply copies of any subsisting guarantees, warranties and insurance policies.

[Insert answer to question here]

- 8.10 In respect of all Conduits, fixtures, plant or equipment which will remain part of the Property or which will serve the Property after completion of the Transaction:

- (a) please confirm that they have been regularly tested and maintained;
- (b) please confirm that, so far as you are aware, there are no items requiring significant expenditure within the next three years;
- (c) please supply a copy of the most recent maintenance report relating to each of them;
- (d) please supply copies of any subsisting guarantees, warranties and insurance policies.

[Insert answer to question here]

8.11 In relation to the guarantees, warranties and insurance policies identified in reply to enquiries 8.9 and 8.10, please confirm that:

- (a) all the terms have been complied with;
- (b) there have been no claims made under any of them, whether or not those claims are current or have been settled; and
- (c) there are no apparent defects in respect of which a claim might arise under them.

[Insert answer to question here]

9. CONTENTS

9.1 Please list any items which are currently attached to the structure of the Property in some way (e.g. wired, plumbed, bolted) and which you propose removing from the Property prior to completion of the Transaction.

[Insert answer to question here]

9.2 Please list any items (other than those belonging to an occupational tenant) that are not attached to the structure of the Property, and which you propose leaving at the Property after completion of the Transaction.

[Insert answer to question here]

9.3 In respect of each item listed in reply to enquiry 9.2, please:

- (a) confirm that the item is included in the purchase price agreed for the Transaction;
- (b) confirm that the item belongs to you free from any claim by any other party; and
- (c) supply copies of any subsisting certificates, guarantees and warranties relating to it.

[Insert answer to question here]

- 9.4 Please list any item that will remain at the Property after completion but which belongs to any third party other than an occupational tenant (e.g. meters).

[Insert answer to question here]

10. UTILITIES AND SERVICES

- 10.1 Please provide details of the utilities and other services connected to or serving the Property.

[Insert answer to question here]

- 10.2 In respect of each utility or service listed in reply to enquiry 10.1, please state:

- (a) whether the connection is direct to a mains supply;
- (b) whether the connection is metered and if so whether the meter is on the Property and relates only to your use in relation to the Property;
- (c) who makes the supply; and
- (d) whether the Conduits run directly from a highway maintainable at public expense to the Property without passing through, under or over any other land.

[Insert answer to question here]

- 10.3 Has a notification been submitted in relation to the Property pursuant to regulation 3 of the Heat Network (Metering and Billing) Regulations 2014? If so, please supply a copy.

[Insert answer to question here]

- 10.4 Please provide details of any supply contracts and any other relevant documents.

[Insert answer to question here]

- 10.5 Please provide details of any contracts for the supply of services carried out at the Property (e.g. security or cleaning).

[Insert answer to question here]

11. FIRE SAFETY AND MEANS OF ESCAPE

*In this enquiry, **Fire Safety Order 2005** means the Regulatory Reform (Fire Safety) Order 2005 and any regulations made under it.*

- 11.1 Please advise us where we may inspect any records in relation to the Property, made for the purposes of complying with the Fire Safety Order 2005, including any records of findings following a fire risk assessment of the Property.

[Insert answer to question here]

- 11.2 Please advise us where we may inspect any records in relation to any premises within any building of which the Property comprises part, made for the purposes of complying with the Fire Safety Order 2005, including any records of findings following a fire risk assessment of any such premises.

[Insert answer to question here]

- 11.3 Please provide details of any steps taken in relation to the Property to co-operate with any other people and to co-ordinate measures to comply with the Fire Safety Order 2005.

[Insert answer to question here]

- 11.4 What are the current means of escape from the Property in case of emergency?

[Insert answer to question here]

- 11.5 If any current means of emergency escape from the Property passes over any land other than the Property or a public highway please:

- (a) provide copies of any agreements that authorise such use;
- (b) confirm that all conditions in any such agreements have been complied with; and
- (c) provide details of anything that has occurred that may lead to any agreement for means of escape being revoked, terminated or not renewed.

[Insert answer to question here]

12. PLANNING AND BUILDING REGULATIONS

- 12.1 Please supply a copy of any planning permission, approval of reserved matters, building regulations approval, building regulations completion

certificate, self-certification, listed building consent and conservation area consent which relates to the Property, and of any consent for the display of advertisements at or from the Property (each a **Consent**).

[Insert answer to question here]

12.2 In respect of any Consents disclosed, please identify:

- (a) those which have been implemented and if so, indicate whether fully or partially;
- (b) those which authorise existing uses and buildings; and
- (c) those which have not yet been implemented but are still capable of implementation.

[Insert answer to question here]

12.3 Please supply a copy of any of the following certificates (each a **Certificate**) which relate to the Property:

- (a) established use certificate;
- (b) certificate of lawfulness of existing use or development; and
- (c) certificate of lawfulness of proposed use or development.

[Insert answer to question here]

12.4 How are the existing buildings on the Property authorised if not by a Consent or a Certificate?

[Insert answer to question here]

12.5 How is the existing use of the Property authorised if not by a Consent or a Certificate?

[Insert answer to question here]

12.6 What is the existing use of the Property, when did it start and has it been continuous since? If there is more than one existing use please specify each use and indicate which are main and which are ancillary, and when each use started.

[Insert answer to question here]

12.7 Where the Property is not listed under the Planning (Listed Buildings and Conservation Areas) Act 1990, please provide details of any building works,

demolition, mining or other engineering works that have taken place at the Property within the past ten years and confirm that all necessary Consents were obtained for them.

[Insert answer to question here]

12.8 Where the Property is listed under the Planning (Listed Buildings and Conservation Areas) Act 1990, please provide:

- (a) a copy of the listing particulars where available; and
- (b) details of any alterations, extensions, other building works, demolition, mining or other engineering works that have taken place at the Property since the date when the Property was listed, and confirm that all necessary Consents were obtained for them.

[Insert answer to question here]

12.9 Have there been any actual or alleged breaches of the conditions and limitations and other terms in any Consents or Certificates?

[Insert answer to question here]

12.10 Is any Consent or Certificate the subject of a challenge in the courts either by way of judicial review or statutory proceedings? If not, is a challenge expected?

[Insert answer to question here]

12.11 Please provide details of any application for a Consent or a Certificate which:

- (a) has been made but not yet decided;
- (b) has been refused or withdrawn; or
- (c) is the subject of an outstanding appeal.

[Insert answer to question here]

12.12 If there is any existing outline planning permission relating to the Property or other planning permission with conditions which need to be satisfied in order for development to proceed, what has been done to obtain approval of reserved matters and/or satisfaction of those conditions?

[Insert answer to question here]

12.13 Please supply a copy of any letters or notices under planning legislation which have been given or received in relation to the Property.

[Insert answer to question here]

- 12.14 Please confirm that you are not aware of any circumstances by reason of which a planning enforcement order might be made as a result of an apparent breach of planning control that has been deliberately concealed by you or (to your knowledge) any other person.

[Insert answer to question here]

- 12.15 Have you notice of any matter, fact or thing that would lead you to believe that the Property or any part of it is to be listed in the local authority's list of assets of community value?

[Insert answer to question here]

13. STATUTORY AGREEMENTS AND INFRASTRUCTURE

- 13.1 In relation to any agreements affecting the Property that have been entered into with any planning, highway or other public authority or utilities provider:

- (a) please supply details;
- (b) confirm that there are no breaches of any of their terms; and
- (c) confirm that there are no outstanding obligations under them.

[Insert answer to question here]

- 13.2 Are you required to enter into any agreement or obligation with any planning, highway or other public authority or utilities provider?

[Insert answer to question here]

- 13.3 Are there any proposals relating to planning, compulsory purchase powers, infrastructure (including parking, public transport schemes, road schemes and traffic regulation) or environmental health which, if implemented, would affect the continued use of the Property for its present purposes?

[Insert answer to question here]

- 13.4 Is there anything affecting the Property that is capable of being registered on the local land charges register but that is not registered?

[Insert answer to question here]

13.5 Please confirm that the Property is not subject to any charge or notice remaining to be complied with.

[Insert answer to question here]

13.6 Please supply details of any grant made or claimed in respect of the Property, including any circumstances in which any grant may have to be repaid.

[Insert answer to question here]

13.7 Please supply details of any compensation paid or claimed in respect of the Property under any planning legislation or following the exercise of compulsory purchase powers.

[Insert answer to question here]

14. STATUTORY AND OTHER REQUIREMENTS

14.1 Are you aware of any breach of, alleged breach of or any claim under any statutory requirements or byelaws affecting the Property, its current use, the storage of any substance in it or the use of any fixtures, machinery or chattels in it?

[Insert answer to question here]

14.2 Please give details of any notices that require works to be carried out to the Property under any statute, covenant, agreement or otherwise and state to what extent these notices have been complied with.

[Insert answer to question here]

14.3 Other than any already supplied, please provide details of any licences or consents required to authorise any activities currently carried out at the Property, including any required under local legislation (e.g. London Building Act).

[Insert answer to question here]

14.4 Are you aware, in relation to the Property, of any breach or alleged breach of the Construction (Design and Management) Regulations 1994, 2007 or 2015?

[Insert answer to question here]

14.5 Has a Health and Safety file been prepared for the Property? If so, please:

- (a) confirm that it has been compiled and kept up to date in accordance with the Construction (Design and Management) Regulations 1994, 2007 or 2015 (as applicable);
- (b) advise when and where it can be inspected; and
- (c) confirm that the original will be handed over on completion.

[Insert answer to question here]

14.6 Have you supplied a valid Energy Performance Certificate (**EPC**) for the Property, or a copy of it, in relation to the Transaction and, if so, to whom?

[Insert answer to question here]

14.7 If you have not supplied a valid EPC for the Property, please:

- (a) tell us where a valid EPC for the Property can be inspected; or
- (b) explain why no EPC is needed.

[Insert answer to question here]

14.8 Where the Property has an EPC rating of F or G, please supply a copy of any information or evidence which has been or could be used to support any registration in the PRS Exemptions Register.

[Insert answer to question here]

14.9 If the Property contains any air-conditioning, please:

- (a) state when and where the latest inspection report for that air-conditioning system can be inspected; and
- (b) confirm that the original of that inspection report will be handed over on completion.

[Insert answer to question here]

15. **BUILDING SAFETY ACT 2022**

In this enquiry 15 –

"BSA" means the Building Safety Act 2022;

"Building" means the Property (where it comprises an entire building) or the building of which the Property forms part;

"common parts" has the meaning set out in section 72(6) of the BSA; and

other terms shall have the same meanings as in the BSA.

- 15.1 Is the Building (or will it be, when fully built and occupied) a "higher-risk" building as defined by section 65 of the BSA?

If the answer is yes, then please answer enquiries 15.2 to 15.7. If the answer is no, then please go to enquiry 16.1 below.

[Insert answer to question here]

- 15.2 Who is or are accountable person(s) in relation to the common parts of the Building? Which one of them is the principal accountable person?

[Insert answer to question here]

- 15.3 Are you aware of any breach of, alleged breach of or any claim under the BSA, or any regulations made under it, in relation to the Building?

[Insert answer to question here]

- 15.4 Please provide a copy of the entry relating to the Building in the register kept under section 78 of the BSA.

[Insert answer to question here]

- 15.5 Please provide a copy of the most recent building assessment certificate (if any) relating to the Building.

[Insert answer to question here]

- 15.6 Please (a) confirm that the following documents have been compiled and kept up to date; (b) advise where and when they can be inspected; and (c) (where the Buyer will become an accountable person in respect of the Building) confirm that the originals will be handed over on completion:

- (i) all safety case reports (section 85)
- (ii) all prescribed information (section 88(1))
- (iii) all prescribed documents (section 88(2))
- (iv) the residents' engagement strategy (section 91)
- (v) any request made under section 92, and any information provided in response to such request
- (vi) any relevant complaints (section 93)

- (vii) any contravention notices (section 96)
- (viii) any outstanding requests to enter (section 97).

Note: section references above are to the BSA.

[Insert answer to question here]

- 15.7 Please give the name and contact details of a senior individual within the Seller who deals with BSA issues in relation to the Building; and confirm that the Buyer may make contact with that person in order to obtain information about BSA issues in relation to the Building.

[Insert answer to question here]

16. ENVIRONMENTAL

- 16.1 Please supply a copy of all environmental reports that have been prepared in relation to the Property or indicate where such reports may be inspected.

[Insert answer to question here]

- 16.2 Please supply:

- (a) a copy of all licences and authorisations given in relation to the Property under environmental law and confirm that the terms of all such licences and authorisations have been complied with; and
- (b) details of any licences and authorisations for which application has been made but that have not yet been given.

[Insert answer to question here]

- 16.3 What (if any) authorisations are required under environmental law for activities currently carried out or processes occurring at the Property, including storage of materials, water abstraction, discharges to sewers or controlled waters, emissions to air and the management of waste?

[Insert answer to question here]

- 16.4 Please give details (so far as the Seller is aware) of:

- (a) past and present uses of the Property and of activities carried out there; and
- (b) the existence of any hazardous substances or contaminative or potentially contaminative material in, on or under the Property, including asbestos or asbestos-containing materials, any known

deposits of waste, existing or past storage areas for hazardous or radioactive substances, existing or former storage tanks (whether below or above ground) and any parts of the Property that are or were landfill.

[Insert answer to question here]

- 16.5 Please provide full details of any notices, correspondence, legal proceedings, disputes or complaints under environmental law or otherwise relating to real or perceived environmental problems that affect the Property, or which have affected the Property within the last ten years, including any communications relating to the actual or possible presence of contamination at or near the Property.

[Insert answer to question here]

- 16.6 Please provide full details of how any forms of waste or effluent from the Property (including surface water) are disposed of, including copies of any relevant consents, agreements and correspondence.

[Insert answer to question here]

- 16.7 Please give details of any actual, alleged or potential breaches of environmental law or licences or authorisations and any other environmental problems (including actual or suspected contamination) relating to:
- (a) the Property; or
 - (b) land in the vicinity of the Property that may adversely affect the Property, its use or enjoyment or give rise to any material liability or expenditure on the part of the owner or occupier of the Property.

[Insert answer to question here]

- 16.8 Please provide copies of any insurance policies that specifically provide cover in relation to contamination or other environmental problems affecting the Property. If such insurance cover has at any time been applied for and refused, please provide full details.

[Insert answer to question here]

17. OCCUPIERS AND EMPLOYEES

- 17.1 Please give the names of anyone in actual occupation of the Property or receiving income from it. Except where apparent from the title deeds, please explain what rights or interests they have in the Property.

[Insert answer to question here]

- 17.2 Except where apparent from the title deeds or revealed in reply to enquiry 17.1, please state whether any person, apart from you, has or claims to have any right (actual or contingent) to use or occupy the Property or any right to possession of the Property or to any interest in it.

[Insert answer to question here]

- 17.3 If the Property is vacant, when did it become vacant?

[Insert answer to question here]

- 17.4 Is there anyone to whom the Transfer of Undertakings (Protection of Employment) Regulations 2006 will or might apply, who is:

- (a) employed at the Property by you; or
- (b) employed at the Property by someone other than you; or
- (c) is otherwise working at or is providing services at or to the Property?

[Insert answer to question here]

- 17.5 In respect of each person identified in reply to enquiry 17.4, please provide copies of the current contract of employment, any other contractual documentation and (if applicable) any service occupancy agreement for resident employees.

[Insert answer to question here]

18. INSURANCE

- 18.1 Have you experienced any difficulty in obtaining insurance cover (including cover for public liability and, where relevant, for loss of rent) for the Property at normal rates and subject only to normal exclusions and excesses?

[Insert answer to question here]

- 18.2 Please give details of the claims history and any outstanding claims.

[Insert answer to question here]

18.3 Is there any insurance benefiting the Property, other than buildings insurance and any policy disclosed in reply to enquiry 5.1 (defect in title) or 16.8 (environmental insurance)?

[Insert answer to question here]

18.4 If an existing buildings insurance policy will remain in place after completion of the Transaction, or is to be relied on by the Buyer until completion, please supply a copy of the policy including the proposal form (if available) and schedule of insurance cover and (where not shown on the schedule) provide the following information:

- (a) the insurer's name and address;
- (b) the policy number;
- (c) the risks covered and the exclusions and the excesses payable;
- (d) the sums insured (showing separately, where applicable, the sums for buildings, plant and machinery, professionals' fees, loss of rent and public liability);
- (e) the name(s) of the insured(s) and of all other persons whose interests are (or will be) noted on the policy;
- (f) the current premium;
- (g) the next renewal date;
- (h) the name and address of the brokers; and
- (i) details of any separate terrorism insurance arrangements.

[Insert answer to question here]

18.5 Please confirm that all premiums have been paid that are required to maintain the cover referred to in enquiry 18.4 up to the next renewal date following the date of the Seller's replies to these enquiries.

[Insert answer to question here]

18.6 Please provide details of any circumstances that may make the policy referred to in the reply to enquiry 18.4 void or voidable.

[Insert answer to question here]

19. RATES AND OTHER OUTGOINGS

19.1 What is the rateable value of the Property?

[Insert answer to question here]

19.2 Please confirm that the Property is not assessed together with other premises or, if it is, please give details.

[Insert answer to question here]

19.3 Please provide copies of any communications received in connection with:

- (a) the latest rating revaluation and any returns made; and
- (b) any proposal or pending appeal.

[Insert answer to question here]

19.4 Please give details of:

- (a) any works carried out to, or any change of use of, the Property that may cause the rateable value to be revised; and
- (b) any application made for the rateable value to be revised.

[Insert answer to question here]

19.5 In the current year what is payable in respect of the Property for:

- (a) uniform business rates; and
- (b) water rates, sewerage and drainage rates?

[Insert answer to question here]

19.6 Have you made any claim for void period allowance or for exemption from liability for business rates? If so, please give details.

[Insert answer to question here]

19.7 Is the Property the subject of transitional charging arrangements? If so, please give details.

[Insert answer to question here]

19.8 Except where apparent from the title deeds, please give details of all outgoings (other than business, water, sewerage and drainage rates) payable by the owner or occupier of the Property, and confirm that all payments due to date have been made.

[Insert answer to question here]

19.9 Is the Property situated within an area subject to a Business Improvement District (**BID**) arrangement?

[Insert answer to question here]

19.10 If the Property is within an area subject to a BID arrangement, please provide the following:

- (a) the name and address of the BID body;
- (b) the amount of the levy payable in respect of the Property; and
- (c) details of any arrangements under which you may be liable to contribute to the funding of the BID even if you are not the rateable occupier.

[Insert answer to question here]

19.11 If the Property is not within an area subject to a BID arrangement, are you aware of any proposal to create a BID that will include the Property?

[Insert answer to question here]

20. NOTICES

20.1 Except where details have already been given elsewhere in replies to these enquiries, please supply copies of all notices and any subsequent correspondence that affect the Property or any neighbouring property and have been given or received by you or (to your knowledge) by any previous owner, tenant or occupier of the Property.

[Insert answer to question here]

20.2 Are you expecting to give or to receive any notice affecting the Property or any neighbouring property?

[Insert answer to question here]

21. DISPUTES

Except where details have already been given elsewhere in replies to these enquiries, please give details of any disputes, claims, actions, demands or complaints that are currently outstanding, likely or have arisen in the past and that:

- (a) relate to the Property or to any rights enjoyed with the Property or to which the Property is subject; or
- (b) affect the Property but relate to property near the Property or any rights enjoyed by such neighbouring property or to which such neighbouring property is subject.

[Insert answer to question here]

22. COMMUNITY INFRASTRUCTURE LEVY (CIL)

- 22.1 Has any planning permission (including any permission under section 73 of the Town and Country Planning Act 1990) relating to the Property been granted that is subject to the Community Infrastructure Levy ("CIL")?

[Insert answer to question here]

- 22.2 Has any other CIL liability been incurred in respect of the Property relating to development authorised by permitted development rights or any other "general consent" (as defined in Regulation 5 of the CIL Regulations 2010)?

[Insert answer to question here]

- 22.3 Are you aware of any existing or future CIL liability relating to the Property?

[Insert answer to question here]

- 22.4 Has any notice or correspondence relating to any existing or future CIL liability in respect of the Property (including in relation to any payments of CIL in kind) been sent, lodged or received? If so, please supply a copy of all such notices and correspondence.

[Insert answer to question here]

- 22.5 Have you lodged or received notice of any undetermined planning applications (including any planning appeals) relating to the Property or are you aware of any such applications?

[Insert answer to question here]

- 22.6 If any CIL liability has been, or is to be, incurred, relating to the Property, has any notice been served under the CIL legislation assuming liability for the CIL or is there any legal obligation on anyone to do so?

[Insert answer to question here]

- 22.7 Where someone has assumed liability for any CIL, or is under an obligation to assume liability for any existing or future CIL, relating to the Property, what protection is in place
- (a) to prevent that person withdrawing their assumption of liability?
 - (b) to prevent that person transferring their assumption of liability without the consent of the Buyer, following completion of the Transaction?
 - (c) to protect the Buyer from default liability if the person who has assumed liability defaults and the collecting authority seeks or requires payment of the whole or any part of the CIL from the Buyer?

[Insert answer to question here]

- 22.8 If any CIL liability has been, or is to be, incurred, relating to the Property, have any of the buildings forming part of the Property been in lawful use for a continuous period of six months within the period of three years before planning permission first permitted the chargeable development? If so, please specify which buildings or part(s) of such buildings have been in lawful use.

[Insert answer to question here]

- 22.9 If any CIL liability has been, or is to be, incurred relating to the Property, is there any proposal to demolish any of the buildings forming part of the Property, or have any buildings that once formed part of the Property been demolished since the grant of a planning permission that is subject to CIL? If so, please provide details.

[Insert answer to question here]

- 22.10 In relation to any CIL liability that has been, or is to be, incurred relating to the Property, are you aware that any relief has been claimed? If so, please provide full details including the date when the chargeable development in connection with which the relief was claimed was commenced.

[Insert answer to question here]

23. COMMONHOLD

- 23.1 Does the Property include any land that is the subject of any application, or any proposed application, to the Land Registry for registration of a freehold estate in commonhold?

[Insert answer to question here]

- 23.2 Have you consented or been asked to consent to the establishment of a freehold estate in commonhold that would include the Property or any part of the Property?

[Insert answer to question here]

24. STAMP DUTY LAND TAX (SDLT) ON ASSIGNMENT OF A LEASE

*In this enquiry, **Lease** has the same meaning as in CPSE.4 ("the lease under which the Property is held and which is to be assigned by the Seller to the Buyer").*

- 24.1 If the grant of the Lease or the substantial performance of the agreement to grant the Lease or any event since the grant of the Lease was a land transaction for SDLT purposes,
- (a) what was the date of the grant of the lease or substantial performance (or later transaction) for SDLT purposes?
 - (b) was the transaction notifiable?
 - (c) if the transaction was notifiable, please provide a copy of each land transaction return made to HMRC and copy of each certificate issued by HMRC certifying that the transaction was notified to them;
 - (d) if the transaction was not notifiable, please specify why it was not and provide a copy of any self-certification certificate made on the grant of the lease (or later transaction) or otherwise certify the effective date of the grant of the lease or substantial performance.

[Insert answer to question here]

- 24.2 Is there a potential or outstanding obligation to make an additional land transaction return to HMRC as a result of any of the following occurring during the first five years from the date given in the answer to enquiry 24.1(a):
- (a) the settlement or determination of any rent reviews or any other provision for varying the rent; or
 - (b) the settlement or determination of any contingent, uncertain or unascertained rents?

If there is, please provide a full schedule of the rents payable and paid in each quarter since the date given in the answer to enquiry 24.1(a).

[Insert answer to question here]

- 24.3 If a premium was paid for the grant of the lease or any assignment of the lease to you

- (a) was the whole or any part of that premium contingent, uncertain or unascertained;
- (b) if it was, does the whole or any part of that premium remain contingent, uncertain or unascertained; and
- (c) have you made any application to HMRC to defer payment of SDLT on that contingent, uncertain or unascertained consideration?

[Insert answer to question here]

24.4 Were any SDLT reliefs claimed on the grant of the Lease and, if applicable, on the assignment of the Lease to you, that would result in the assignment of the Lease by you being deemed to be the grant of a new Lease?

[Insert answer to question here]

25. DEFERRED PAYMENT OF SDLT

If you have made any application to defer the payment of SDLT on any contingent, uncertain or unascertained consideration and you are seeking an indemnity from the buyer in respect of the deferred payment:

- (a) please provide a copy of the original land transaction return made to HMRC and a copy of the certificate issued by HMRC certifying that the transaction was notified to them;
- (b) please provide a copy of all correspondence with HMRC regarding the application to defer the payment of SDLT;
- (c) what is the amount of SDLT on which payment has been deferred;
- (d) when does the period of deferral end; and
- (e) has any event occurred that quantifies the amount of the contingent, uncertain or unascertained consideration that would impose an obligation on you to make a further land transaction return to HMRC?

[Insert answer to question here]

26. VALUE ADDED TAX (VAT) REGISTRATION INFORMATION

26.1 Are you registered for VAT?

[Insert answer to question here]

26.2 If so, please provide details of your VAT registration number.

[Insert answer to question here]

- 26.3 If you are registered as part of a VAT group, please provide the name of the representative member.

[Insert answer to question here]

27. TRANSFER OF A BUSINESS AS A GOING CONCERN (TOGC)

- 27.1 Do you expect the Transaction to be treated as a TOGC and so to be outside the scope of VAT?

If you answered no, please go to enquiry 28 below; otherwise please answer enquiries 27.2–27.5 below.

[Insert answer to question here]

- 27.2 Why do you think TOGC treatment will apply?

[Insert answer to question here]

- 27.3 Are there any factors (other than those solely within our control) that may affect the availability of this treatment?

[Insert answer to question here]

- 27.4 Is the Transaction partly within and partly outside the scope of VAT (being a TOGC)? If so, how do you propose to apportion the price between the two elements?

[Insert answer to question here]

- 27.5 Is the Property a Capital Goods Scheme item? If so, and if the period of adjustment has not yet expired, please supply the following:

- (a) the start date of the adjustment period and of any intervals that have started or will start before completion of the Transaction;
- (b) the original deductible percentage;
- (c) the total input tax attributable to the Property (whether or not recoverable) that is subject to adjustment in accordance with the Capital Goods Scheme and the amount of that input tax that has been recovered by you, or by anyone previously responsible for making adjustments during the current period of adjustment; and
- (d) details of any adjustment of the input tax recovered in relation to the Property by you or anyone previously responsible for making adjustments.

[Insert answer to question here]

28. OTHER VAT TREATMENT

If and to the extent that the Transaction may not be a TOGC (however unlikely this may be) or TOGC status is not available, will the Transaction (or any part of it) be treated for VAT purposes as:

- (a) standard-rated (*if yes, please go to enquiry 29 below*);
- (b) exempt (*if yes, please go to enquiry 30 below*);
- (c) zero-rated (*if yes, please go to enquiry 31 below*); or
- (d) outside the scope of VAT (other than by reason of being a TOGC)? (*if yes, please go to enquiry 32 below*).

[Insert answer to question here]

29. STANDARD-RATED SUPPLIES

29.1 Why do you think that the Transaction (or any part of it) is standard-rated?

[Insert answer to question here]

29.2 If the Transaction (or any part of it) is compulsorily standard-rated (as the freehold sale of a new or uncompleted building or civil engineering work), please state:

- (a) the date of the certificate of practical completion of the Property (or each relevant part);
- (b) if different, the date on which it was first fully occupied; and
- (c) whether the Property (or any part of it) is not yet completed.

[Insert answer to question here]

29.3 Have you (or a relevant associate within the meaning of paragraph 3 of Schedule 10 to the Value Added Tax Act 1994) exercised a valid option to tax (within the meaning of Schedule 10 to the Value Added Tax Act 1994) that applies to the Property? If so, please:

- (a) supply a copy of the option to tax and the notice of the option given to HMRC and any notices and correspondence received from HMRC in relation to the option;
- (b) supply a copy of any permission required from HMRC for the option or, where relevant, details of any automatic permission relied upon,

and provide confirmation that any conditions for such permission have been satisfied; and

- (c) confirm that the option applies to the whole of the Property and has not been and cannot be disapplied or rendered ineffective for any reason and cannot and will not be revoked.

[Insert answer to question here]

- 29.4 Where the Transaction is the assignment of a lease, has the landlord (or a relevant associate within the meaning of paragraph 3 of Schedule 10 to the Value Added Tax Act 1994) exercised a valid option to tax (within the meaning of Schedule 10 to the Value Added Tax Act 1994) that applies to the Lease?

[Insert answer to question here]

30. EXEMPT SUPPLIES

- 30.1 Why do you think the Transaction (or any part of it) will be exempt?

[Insert answer to question here]

- 30.2 Does the Transaction involve both standard-rated and exempt supplies? If so, how do you propose to apportion the price between the two elements?

[Insert answer to question here]

31. ZERO-RATED SUPPLIES

- 31.1 Why do you think that the Transaction (or any part of it) is zero-rated?

[Insert answer to question here]

- 31.2 Does the Transaction involve both standard-rated and zero-rated supplies? If so, how do you propose to apportion the price between the two elements?

[Insert answer to question here]

32. TRANSACTIONS OUTSIDE THE SCOPE OF VAT (OTHER THAN TOGCs)

- 32.1 Why do you think that the Transaction (or any part of it) is outside the scope of VAT?

[Insert answer to question here]

- 32.2 Is the Transaction partly within and partly outside the scope of VAT (other than by reason of being a TOGC)? If so, how do you propose to apportion the price between the two elements?

[Insert answer to question here]

33. CAPITAL ALLOWANCES

NOTE: In this enquiry 33:

"CAA" means the Capital Allowances Act 2001;

"**plant and machinery fixtures**" means plant and machinery fixtures at the Property;

"**capital allowances**" has the same meaning as in the CAA, and includes (without limitation):

- (a) super-deductions and SR allowances as defined by section 9 of the Finance Act 2021,
- (b) (where the Property is located or part-located within a freeport tax site) allowances for qualifying expenditure on plant and machinery for use in freeport tax sites as set out in section 45O of the CAA, and
- (c) any similar or analogous allowances for qualifying capital expenditure on plant and machinery under any legislation supplementing or replacing the CAA from time to time.

- 33.1 Do you hold the Property on capital account as an investor/ owner-occupier, or on revenue account as a developer/ property trader as part of your trading stock? Please specify which.

[Insert answer to question here]

- 33.2 Have you claimed capital allowances on plant or machinery fixtures or allocated any expenditure on such fixtures to a capital allowances pool? If so, please answer the supplementary questions in enquiry 33.9 in respect of that expenditure.

[Insert answer to question here]

- 33.3 If there is any expenditure on plant and machinery fixtures that you have not pooled:
- (a) will you do so if the Buyer asks you to?
 - (b) if so, by when?
 - (c) if not, why not?

[Insert answer to question here]

- 33.4 If you bought the Property and cannot pool any expenditure on plant and machinery fixtures:
- (a) please provide the name and contact details of everyone who has owned the Property since April 2014;
 - (b) please provide evidence that the most recent previous owner who was entitled to claim allowances pooled any expenditure on plant and machinery fixtures? Please answer the supplementary questions in enquiry 33.9 in respect of that previous owner's expenditure.

[Insert answer to question here]

- 33.5 Please provide details of any plant and machinery fixtures which were paid for by a tenant, including any contributions made by you towards their cost.

[Insert answer to question here]

- 33.6 Please provide details of any plant and machinery fixtures which are leased to you by an equipment lessor.

[Insert answer to question here]

- 33.7 If the transaction is the grant of a new lease at a premium, and you are entitled to do so and the Buyer asks you to, will you enter into a CAA section 183 election for the Buyer to be treated as the owner of the plant and machinery fixtures for capital allowances purposes?

[Insert answer to question here]

- 33.8 Please provide details of any expenditure on plant and machinery that you have treated as long-life assets, or any expenditure upon which you have claimed another type of capital allowances (for example, industrial buildings allowances, research and development allowances, business premises renovation allowances and so on).

[Insert answer to question here]

Supplementary enquiries

- 33.9 For each plant and machinery fixture for which a claim has been made or expenditure has been pooled, please:
- (a) provide a description of that fixture;
 - (b) state when that fixture was acquired;

- (c) state whether that fixture was installed by you, or already installed by a previous owner (please specify which);
- (d) state the amount of expenditure pooled in respect of that fixture; and
- (e) (where enquiry 33.2 applies) confirm that you will enter into a CAA section 198 election in that amount (or other appropriate amount, to be agreed) if asked to do so by the Buyer.

OR

- (f) (where enquiry 33.4 applies) confirm whether the most recent previous owner who was entitled to claim allowances entered into a CAA section 198 election and, if so, in what amount.

[Insert answer to question here]

33.10 In relation to capital allowances on structures and buildings (SBAs):

- (a) does the Property qualify for SBAs?
- (b) if the answer to (a) is yes, then please state: the total qualifying expenditure for SBAs; the dates when such expenditure was incurred and by whom; the amounts of SBAs that have been claimed to date, by whom and when; the current residue of qualifying expenditure; together with all supporting evidence as required by the relevant legislation; and please provide an "allowance statement" as mentioned in section 270IA of the CAA.

[Insert answer to question here]

33.11 Please provide the name and contact details of your capital allowances adviser. Please confirm that we may make contact with him/her in order to obtain information about the matters dealt with in this enquiry 33.

[Insert answer to question here]



**HM Revenue
& Customs**

07 AUG 2013

**Option to Tax National Unit
Central Compliance Operations**
Ground Floor
Cotton House
7 Cochrane Street
Glasgow
G1 1GY

Pall Investments Ltd
55a Welbeck Street
London
W1G 9XQ

Tel 03000 530005
Monday - Thursday 09:00 to 17:00
Friday 09:00 to 16:30

FAO: Rakesh Patel

Fax 03000 529807

www.hmrc.gov.uk

Date 2 August 2013
Our Ref OTT/N/13/03385/JR
Your Ref
VAT Number: 166 4124 15

Email optiontotaxnationalunit@hmrc.gsi.gov.uk

Dear Mr Patel

Acknowledgement of Option to Tax

I acknowledge your notification dated 3 July 2013, regarding your option to tax, under paragraph 20, Schedule 10 of the VAT Act 1994, on the following land/property:

Address of land/property

Effective date of option

40/41 Pall Mall
London
SW1Y 5JQ
Land Registry Title Number: LN241416

3 July 2013

This option to tax covers all principles outlined in VAT Notice 742A – Opting to tax land and buildings – paragraph 2.4. Please note an option to tax on a building includes the land on which the building stands (see VAT Notice 742A paragraph 2.1 for full details)
Please note the following points.

- If your interest is restricted to one floor then only this floor will be affected by it. However, should you later acquire an interest in another floor it too will be covered by this option.
- **Input tax:** if your option to tax is restricted or made ineffective, your entitlement to recover input tax could be severely affected.
- Your option to tax may not make taxable a grant of the land/property which is, or is expected to become, a capital item as per **Regulations 112 to 116 of the VAT Regulations 1995.**

Information is available in large print, audio and Braille formats.
Type Talk service prefix number – 18001



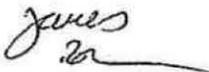
OttN1303385 Pall Investments

- If either you, a person funding your acquisition of the land/property, or a person connected to either of you intends to or expects to occupy the land/property for anything other than mainly taxable business purposes, you should be aware of paragraphs 12 to 16 and 34, Schedule 10 of the VAT Act 1994, which may disapply your option to tax.
- Your option to tax will not have an effect on all land/property, for example, property intended for use as a dwelling or for relevant residential or charitable purposes. Please refer to VAT Notice 742A, Section 3 for further details.
- Regulation 31(1) of the Value Added Tax Act Regulations 1995 stipulates that all VAT registered persons are required to keep pertinent business records for a period of 6 years. However, as options to tax are valid for at least 20 years, as per paragraph 25, Schedule 10 of the VAT Act 1994, we recommend that all records pertaining to an election should be retained for no less than 20 years from the effective date given.

If you subsequently de-register your business from VAT, your option to tax will not be automatically revoked. Should you wish to revoke your option to tax, a separate notification will have to be sent to our office within the relevant timescales. Please see section 8 of the aforementioned VAT Notice 742A for full guidance on revoking an option to tax.

If you have any general queries relating to option to tax please refer to VAT Notice 742A a copy of which can be viewed on our web site: www.hmrc.gov.uk or alternatively you can call the VAT Advice Line on Tel 0300 200 3700.

Yours sincerely



James Robertson
Assistant Officer of HM Revenue & Customs

NOTE:

If the same correspondence is submitted to the Option to Tax Unit in more than one format i.e. post, email, fax then this duplication has a negative impact on our response time. In order that we can deal with all correspondence as quickly as possible, we ask that you please send only one copy of your request to the Unit.



INSURANCE CERTIFICATE

Insured:	Pall Investments Limited	
Period of Insurance:	12th July 2023 to 25th December 2023	
Insurers:	Zurich Insurance Plc	
Policy Number:	JP499710/444	
Property Insured:	40/41 Pall Mall	
	London	
Postcode:	SW1Y 5JG	
Risk Occupation:	Various Commercial occupants with Residential above	
Sums Insured:		
Building Day One Sum Insured:	£16,274,232	
Building Declared Value:	£12,054,987	
Landlords Contents:	£75,000	
Alternative Accommodation	Not Insured	
Loss of Rent:	£1,088,687	
Indemnity Period (months):	48	
Property Owners' Liability:	£10,000,000	
Property Owners' Liability (Terrorism):	£5,000,000	
Legionnaires Liability:	£1,000,000	
Employers' Liability:	Not Insured	
Insured Perils:	Fire, Lightning, Explosion, Aircraft, Riot, Civil Commotion, Malicious Persons, Earthquake, Subterranean Fire, Storm, Flood, Escape of Water/Fuel Oil, Impact, Theft, Subsidence, Landslip, Heave and Accidental Damage	
Excesses:	Nil in respect of Fire, Lightning, Aircraft, Explosion and Earthquake	
(Additional/increased terms/excesses may apply, see notes below)	£1,000	in respect of Subsidence, Heave and Landslip
	£500	in respect of Escape of Water & All Other Damage (Accidental Damage)
	£350	in respect of All Other Losses
Premiums		
	Underlying Premium:	NIL
	Terrorism Premium:	NIL
	Insurance Premium Tax:	NIL
	Total:	NIL
PLEASE NOTE:	1) This document is a Certificate only. For full details of cover please refer to your Policy Schedule and Policy Wording	
	2) The policy contains an "All Other Interests" clause	
	3) Asbestos Exclusion applies in respect of the Liability section	
	4) Managing Agents Subrogation Waiver Applies	
	5) Zurich/C&N Unoccupied Conditions applies to Vacant Units	
	6) Interest of the Bank Julius Baer & Co. Ltd is noted	
Reason for issue:	Mid-term Adjustment	

Chambers and Newman must be notified within 30 days of any incident which may become the subject of a claim under the policy (7 days in the case of loss or damage resulting from Riot, Civil Commotion, Malicious Persons or Theft)

metroSRM

HEALTH AND SAFETY RISK ASSESSMENT

40-41 Pall Mall
London,
SW1Y 5JG



On Behalf Of: Pall Investments Limited
Conducted by: Ronnie Booth GIFIREE AIOSH DIP
Date: 2nd February 2022



3rd Floor,
8 Boundary Row,
London
SE1 8HP

t: 020 7960 3939
f: 020 7960 3940

TABLE OF CONTENTS

1.0 EXECUTIVE SUMMARY 3

2.0 PROPERTY DESCRIPTION 5

3.0 RECORD STATUS AND PROPERTY FEATURES 8

4.0 RISK ASSESSMENT INTRODUCTION 11

5.0 RISK ASSESSMENT 13

5.1 RISK ASSESSMENT CHECKLIST 14

5.1.1 SIGNIFICANT FINDINGS AND ACTION PLAN 21

1.0 EXECUTIVE SUMMARY

This report constitutes a Health and Safety Risk Assessment as required under the Management of Health and Safety Regulations. The report relates to 40-41 Pall Mall, and was commissioned by Glenny LLP.

The purpose of the assessment is to enable you to exercise due diligence in managing health and safety for areas under your control as outlined later in this report.

Taking into account the safety management measures observed at the time of this risk assessment, it is considered that the **potential likelihood of accident or incident** at this premises is:

LOW

Taking into account the nature of the building and the occupancy of staff, visitors and contractors and procedural arrangements observed at the time of this risk assessment, it is considered that the **potential severity or consequences resulting from an accident or incident** would be:

MODERATE

In this context, a definition of the above terms is as follows:

Slight	Accident or incident is likely to be minor and not result in lost time from work
Moderate	Accident or incident could result in serious injury of one or more occupants resulting in time lost from work and most likely to be reportable under RIDDOR, but unlikely to involve fatalities. May also lead to potential litigation or criminal action by enforcing bodies.
Extreme	Significant potential for serious injury or death of one or more occupant, visitor or contractor. Very likely to lead to civil litigation and potential for criminal prosecution by the enforcing authorities and possible Corporate Manslaughter in extreme cases.

Accordingly, it is considered that the **risk to personal safety at this building is:**

Likelihood of accident / incident ▼	Potential Consequences of Accident / Incident		
	Slight Severity	Moderate Severity	Extreme Severity
Low	Trivial Risk	Tolerable Risk	Moderate Risk
Medium	Tolerable Risk	Moderate Risk	Substantial Risk
High	Moderate Risk	Substantial Risk	Intolerable Risk

Risk Level	Action and Timescale
Trivial	Limited action is required and only few detailed records need be kept.
Tolerable	No major additional controls required. However, there may be a need for consideration of improvements that involve minor or limited cost.
Moderate	It is essential that efforts are made to reduce the risk. Risk reduction measures should be implemented within a defined time period. Where moderate risk is associated with consequences that constitute extreme harm, further assessment may be required to establish more precisely the likelihood of harm as a basis for determining the priority for improved control measures.
Substantial	Considerable resources may have to be allocated to reduce the risk. If the building is unoccupied, it should not be occupied until the risk has been reduced. If the building is occupied, urgent action should be taken.
Intolerable	Where our consultant identifies a serious or imminent danger the building (or relevant area) should not be occupied until the risk is reduced.

Report Completion

The report was written on 13-Feb-2022

Ronnie Booth
 Risk Assessor
 GFireE AIOSH Dip



This report has been subject to Metro SRM's current quality control and proof reading processes.

Date: 18th February 2022

Bearing in mind the general safety arrangements in place, the purpose and use of the building and the overall risk rating of the premises, it is recommended that this risk assessment is reviewed in: ONE YEAR.

2.0 PROPERTY DESCRIPTION

<p>Address:</p>	<p>40-41 Pall Mall Pall Mall LondonSW1Y 5JG</p>
<p>Property Management Company:</p>	<p>Glenny LLP</p>
<p>Responsible Person:</p>	<p>In accordance with current guidance, the duties of the Responsible Person / Primary duty holder will be attributed to the body corporate, where not otherwise correctly assigned or clearly identified within the client organisation.</p> <p>The 'body corporate' will typically be the board of directors of the employer, the premises owner, or the organisation having control of the premises.</p>
<p>Nature of Tenancy/ Occupancy:</p>	<p>Ground floor retail with offices on 1st, 2nd and 3rd floor and with residential flats on 4th and 5th top two floors.</p>
<p>Property / Site Description:</p>	<p>40-41 Pall Mall is a mid terrace Victorian period building which was originally 2 buildings and now is linked into 1, located near St James Square on the Pall Mall.</p> <p>The property is a mix of retail, office and residential accommodation. The construction of the building is of stone façade, timber sash windows, mainly concrete/timber floors, stud partition.</p> <p>On the ground floor there are 2 retail units. In-between the 2 retail units is a secure entrance to the upper floors and basement of the property. Access to the basement is via the ground floor entrance lobby which is separated by a fire door. The basement has the location of the electrical intake and gas meters for the tenants.</p> <p>Within one of the basement tenants area (currently vacant), is a boiler room in which there are 2 new gas boilers which seem to feed only the 3rd floor.</p> <p>Tenant welfare toilets are located within the tenants demise.</p> <p>A traction lift serves the basement to 4th floor of the property with the motor room located up the access hatch of the 4th floor lift lobby. Steps lead up from each lift lobby to split landings. The main principle staircase serves all floors and each landing is separated by double leaf fire doors. Also fire doors are located on the staircase itself from level 4 upwards.</p> <p>Residential flats are located on the 2 top floors. An alternative means of escape is available via a roof fire escape leading into an adjoining building, the Army and Navy Club. (this route was proven during the risk assessment visit)</p> <p>There appear to be 2 fire panels but are not linked (the wireless panel is for a tenant in the building), with one being wireless and the other wired. There is also a stand-alone fire panel for the retail unit No41 Pall Mall Stores.</p> <p>No access was gained to the residential flats or commercial offices in this building to assess type of fire alarm system is in place.</p> <p>Access to the roof void and CWS tanks is via the access hatch on the top floor landing. This was not accessed on day of the risk assessment as there was no suitable access equipment available to the assessor.</p>

	A small spiral external staircase links the escape routes from the basement demises with the ground floor retail unit No 41 Pall Mall now occupied by Pall Mall Stores.
Approx. Date of Construction:	Circa: 1800
Areas inspected / reviewed:	All horizontal and vertical circulation routes, electrical intake and gas meter cupboard and associated external areas.
Areas not accessed or excluded from this Risk Assessment	The assessor failed to access the lift motor room and water tank room on the day of assessment. No commercial tenant or residential tenant demises were accessed.
Total No. of floors:	7.
Plant and equipment:	Gas meter room. Electric intake room. Water tank room. Passenger lift motor room. Occupied demises: All plant and equipment is serviced by the tenant.
Security arrangements:	The property is not staffed by direct employees of Glenny LLP. Access /egress to communal parts of the premises/site are controlled by means of Secure door entry system. Access to occupied demises are installed with additional security locks as necessary.
Local Enforcing Authority:	London Borough of Westminster

Site Specific Hazards and Person at Risk

Location or Activity:	Persons at Risk:	Controls for Particular risk factors:
Restricted Access areas Plant rooms Roofs Voids	Employees; Visitors; Contractors.	Controlled access procedures in place. All contractors employed by Glenny are now vetted and sourced via Safe Contractor.
Common circulation areas and associated work activities	Employees; visitors; contractors. Quantity of MOP estimated to visit the premises daily - By appointment/invitation only. Quantity of persons with disability known to access the building as employees or visitors - expected to be in line with typical population profile. Tenants are responsible for preparing PEEP's and evacuating disabled person from their demise to a place of safety.	Visitors unfamiliar with site - view displayed information. Disabled visitors; accompanied or supervised as necessary.
Cleaning & maintenance of building internally and externally	Contractors; Employees; Visitors.	All High risk works are understood to be controlled by contractors PTW as necessary. All contractors employed by Glenny are now vetted and sourced via Safe Contractor. This includes the window cleaning contractors who use specialist line equipment.
Hazardous Processes	Employees; Visitors; Contractors.	NONE.
Areas not accessed or excluded from this Risk Assessment	All areas under control of the responsible person were accessed during this audit.	

3.0 RECORD STATUS AND PROPERTY FEATURES

Record	Location	Latest	Next Due
Electrical : Electrical 5 Yearly NICEIC - Commercial Installation Inspection	A12 Electrical	15 Jun 2017	15 Jun 2022
Electrical : Electrical 10 Yearly NICEIC - Domestic Installation Inspection	4th and 5th floor flats	18 Dec 2017	18 Dec 2027
Fire : Fire Risk Assessment	Conducted by Metro Safety	2 Feb 2022	2 Feb 2023
Fire : Fire Emergency Plan	Prepared by Metro Safety	20 Feb 2020	20 Feb 2022
Fire : Fire Log Book	Located in cabinet		
Fire : Fire Alarm - Weekly Call Point testing to meet BS5839	No updated records available on site. May be held online or elsewhere- responsible person to confirm		
Fire : Fire Alarm - 6 monthly testing to meet BS5839	No updated records available on site. May be held online or elsewhere- responsible person to confirm	15 Sep 2020	15 Sep 2021
Fire : Emergency Lighting 12 monthly Full discharge testing to meet BS5266	No updated records available on site. May be held online or elsewhere- responsible person to confirm	28 Nov 2020	28 Nov 2021
Fire : Fire Extinguisher inspection and test	Testing carried out and records available.	1 Jul 2021	1 Jul 2022
Fire : Fire Drill Evacuation	No updated records available on site. May be held online or elsewhere- responsible person to confirm		-
Fire : Tenants Fire Risk Assessment	Glenny LLP to confirm		
Health and Safety Management : Health and Safety Risk Assessment	Conducted by Metro Safety	2 Feb 2022	2 Feb 2023
Health and Safety Management : Service Provider Corporate Competency Vetting	Part of Glenny LLP procedures		
Passenger Lifts : Passenger Lift - Maintenance logbook	Unique Lifts Ltd	12 Oct 2020	
Passenger Lifts : Passenger Lift - Statutory Insurance Inspection	No updated records available on site. May be held online or elsewhere- responsible person to confirm		-
Passenger Lifts : Passenger Lift - Lifting Beam / Runway Track inspection	1000kg - not to be used unless tested	4 Jul 2005	4 Jul 2006
Plant and Equipment : Gas Safety Annual Inspection	No updated records available on site. May be held online or elsewhere- responsible person to confirm		-
Plant and Equipment : PPM regime	PPM in place		
Water : Water - L8 Domestic Risk Assessment (2 yearly)	No updated records available on site. May be held online or elsewhere- responsible person to confirm		-

Record	Location	Latest	Next Due
Water : Water - Responsible Person training under L8	Provided to Benjamin Kee Georgie Andrews Sam Collyer Stanley Cottage Chris Welch Graham Stillwell Emma Joseph	6 Nov 2018	
Other Legislative Risk Assessments : Equality Act Access Audit	Undertaken by Metro SRM	17 Jan 2019	
Asbestos : Asbestos Re-Inspection	MetroSRM via SRManager	16 Nov 2020	16 Nov 2021
Asbestos : Asbestos Re-Inspection	Undertaken by SRM(A)	16 Nov 2020	16 Nov 2021
Asbestos : Asbestos Refurbishment and/or Demolition Survey	Basement areas	20 Mar 2019	
Environmental : Environmental - Commercial Waste Transfer Certification	Viridor	1 Jan 2020	1 Jan 2022
Environmental : Environmental - Pest Control	DPC	7 Jan 2021	

Property Features	
2.Mixed Property Type	Retail with Commercial Offices and with Residential above
Access - Stairways - Internal	1
Areas NOT accessed	Tenants demises
Basement Floors	1
Electric Installation / meter location	Basement
Environmental - Air Conditioning Units	Yes
Fire - Specialised Building Features	None
Fire - External Metallic Escape Staircase	Yes
Fire - Occupancy Characteristics	C - Sleeping Occupancy
Fire - Occupancy Type C - Sleeping	Cii
Fire - Sprinkler Systems	No
Fire Alarm Panel Location	Main reception, x 2 fire panels, 1 is tenant but not linked
Fire Alarm System Back up	Stand Alone system
Fire Alarm System Type	Addressable - Single Stage
Fire Growth Rates	2 - Medium
Fire Risk Profile	C2
Gas Supply Isolation / meter location	Basement
Lift - Passenger - Traction	1
Lighting External	Street
Number of Floors	6
Plant - Gas Boiler	2
Vacant Areas	Basement office
Water Tank Location	Roof Void
Water Tanks - Gravity	4

4.0 RISK ASSESSMENT INTRODUCTION

The purpose of this risk assessment is to assess adequacy of your Health & Safety Management controls and procedure observed at the time of the inspection. These procedures should be based around the minimum standards laid down in UK legislation. In assessing the compliance rating of the site we audit against legislative requirements and associated regulations and guidelines laid down in relevant British or European standards.

The Health and Safety requirements for all businesses are regulated by **The Health and Safety at Work etc. Act**, which was introduced in 1974 as an 'enabling' act under which the Management of Health and Safety at Work Regulations 1999 requires risk assessments to be undertaken of work related activities and workplaces. These Acts and Regulations are enforced by Local Authority Environmental Health Officers and, where applicable, the Health and Safety Executive. Fire Safety regulations are generally enforced by the local Fire Prevention Officer and/or the EHO or HSE Inspectors.

Further more specific regulations have also been introduced under the umbrella of the HSAWA act, the most pertinent considered during the Health and Safety audits being:

- The Workplace (Health, Safety and Welfare) Regulations 1992
- Provision and Use of Work Equipment Regulations 1998
- The Working at Height Regulations 2005
- The Regulatory Reform (Fire Safety) Order 2005 (aka FSO)
- The Fire Safety Regulations (NI) 2010 & Fire and Rescue Services (NI) Order 2006 - apply in Northern Ireland
- Control of Asbestos Regulations 2012
- Employers' Liability (Compulsory Insurance) Act 1969 & (Amendment) Regulations 2008
- Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013
- The Health and Safety (First Aid) Regulations 1981
- Health and Safety (Safety Signs and Signals) Regulations 1996
- Electricity at Work Regulations 1989
- Control of Substances Hazardous to Health Regulations 2002
- Construction Design and Management Regulations 2015
- Hazardous Waste Regulations 2005
- Environmental Protection Act 1990
- Lifting Operations and Lifting Equipment Regulations 1998
- Lift Regulations 1997
- The Approved code of practice - Legionnaires disease; The control of legionella bacteria in water systems.
- The Control of Noise at Work Regulations 2005
- Manual Handling Operations Regulations 1992
- Health and safety (Display Screen Equipment) Regulations 1992
- Working time Regulations 1998
- The Equalities Act 2010

- The Health Act 2006 in England / The Prohibition of *Smoking* in Certain Premises (*Scotland*) Regulations 2006,
- Smoke-Free Premises etc. (*Wales*) Regulations 2006 / The Smoking (*Northern Ireland*) Order 2006 / The Tobacco Smoking (*Prohibition*) Regulations 2003 (*EIRE*)

- The Housing Act 1988

The Building Regulations (relevant editions)

Failure to comply with the HSAW Act and its subordinate regulations can result in heavy civil and criminal penalties for which individuals may be personally liable. The legislation is however, qualified by the concept of "reasonableness", to which end the Health and Safety Executive publishes useful interpretation in the form of Guidance Notes and Approved Codes of Practice.

Some of which that may be referred to by our auditors include:

Management of Health & Safety Management HS(G) 65
Essentials of Health & Safety at Work
Human Factors in Industrial Safety HS(G)48
Slips and trips HS(G)155 & ind(g)225
First Aid at Work L74 (Third edition) Published 2013
Safe Use of Ladders & Step Ladder INDG455
Control of Asbestos Regulations 2012. Approved Code of Practice and Guidance L143
Young People at Work HS(G)165
Safety Representatives and Safety Committees COP1
Stress at Work HS(G)116
Safety in Working with Lift trucks HS(G)6
The Waste Electrical and Electronic Equipment (WEEE) Regs 2006

HS(G) 65 "Management for Health and Safety" The guidance explains the Plan, Do, Check, Act approach and shows how it can help you achieve a balance between the systems and behavioural aspects of management. It also treats health and safety management as an integral part of good management generally, rather than as a stand-alone system.

It is beyond the remit of this audit to report on detailed matters pertaining to environmental protection.

5.0 RISK ASSESSMENT

Following completion of the site risk assessment the consultant will validate the Risk Assessment checklist questions accordingly.

Where the subject referred to in the audit question (subject matter) was not applicable to the premises, or was applicable but was considered by the assessor as being satisfactory and not a significant risk, the consultant will validate the finding as "No Issue".

Where hazards were observed and the existing control measures were not considered adequate, the assessor will use their professional judgement to rate the degree of risk and to recommend suitable remedial actions that should be taken by the Responsible Person in order to eliminate or reduce the risk so far as is reasonably practicable.

You are advised to maintain records of the status and progress of the actions as part of your 'Due Diligence' records which may need to be produced in your defence should the need ever arise.

Recommended Timescales for Completion of Actions

Individual significant issues of this report have been rated as either: Serious Imminent Danger (SID or A*); High (A); Medium (B); Low (C). It is recommended that you prioritise the risk reduction actions as follows:

Itemised Risk Rating	Recommended Timescales for Action
SID / A*	Action to commence immediately upon formal notification of the issue
High / A	Action to commence within one calendar month of formal notification of the issue
Medium / B	Action to commence within three calendar months of formal notification of the issue
Low / C	Action to commence within ten calendar months of formal notification of the issue

Note:

Where the assessor identifies an issue that presents a Serious Imminent Danger (SID or A*) they will, before leaving the premises, advise the site contact (where they are contactable) of the issue and describe any immediate actions that should be taken to reduce the risk. They will also advise the Metro SRM office of their findings and the office will, in turn, advise the client of the issue by telephone and email as soon as practicable.

5.1 RISK ASSESSMENT CHECKLIST

Audit Ref.	Hazard	Status
1	General Site & Staff Health and Safety Management	
1.1	Is there a company Health and safety policy in place and available for site based employees?	No Issue
1.2	Have relevant health and safety management procedures been prepared and are they operated and effective?	No Issue
1.3	Is the Employers and Public Liability certificate displayed on site?	No Issue
1.4	Is a Health and Safety Law Poster displayed and is the relevant local information complete and prepared to meet the new requirements from April 2014?	No Issue
1.5	Are relevant staff health and safety training records available and are they adequate?	No Issue
1.6	Have display screen equipment risk assessments been carried out for employees using visual display equipment?	No Issue
1.7	Have manual handling risk assessments been carried out where required taking into account the task, the load, the environment and individual capabilities and where necessary training and guidance been provided?	No Issue
1.8	Where necessary have COSHH assessments been completed and staff provided with appropriate levels of COSHH awareness training?	No Issue
1.9	Where it is necessary that personal protective equipment is provided to staff have they been trained in its use where required, is it in good condition/ properly maintained and an appropriate procedure for replacement in place?	No Issue
1.10	Are all hazardous areas that should be restricted to trained and authorised personnel kept locked and clearly signed to prevent unauthorised access?	No Issue
1.11	Access to unguarded roofs is restricted to authorised personnel only and relevant warning signage posted as necessary?	No Issue
1.12	Where there are any unguarded voids or areas which present a risk of falling e.g. fragile skylights, risers with no flooring etc are they adequately signed and access restricted as necessary?	No Issue
1.13	Where there are confined spaces have they been clearly identified and access restricted to competent persons with relevant training. And activities within controlled by an effective permit to work procedure?	No Issue
1.14	Have contractors been appraised and approved and are risk assessments and method statements available where necessary?	No Issue
1.15	Are there any areas or particularly high risk activities undertaken by contractors where site specific RAMS are required e.g. roof work or other working at height which present a risk of falling and where a PTW procedure is required?	No Issue
1.16	Are there any others concerns relating to site staff safety or management of which the Responsible Person should be made aware?	No Issue
1.17	General Comments	No Issue
2	Fire Safety - please see separate FRA report undertaken by Metro SRM	N/A

Audit Ref.	Hazard	Status
3	Lifts: Passenger & Goods	
3.1	Are thorough examination reports being carried out six monthly (or at intervals prescribed by a competent person as defined by LOLER) for passenger lifts and annually for goods lifts?	Medium
3.2	Is the site lift logbook available on site and up to date and where necessary does it show LG1 examinations and supplementary tests are being carried out in accordance with the statutory inspectors recommendations?	Medium
3.3	Are all readily accessible dangerous parts of machinery guarded against physical contact?	No Issue
3.4	Are emergency stop buttons located in close proximity to the lift motors and suitably signed?	No Issue
3.5	Where necessary is there a smoke detector in the lift motor room?	No Issue
3.6	Is there a carbon dioxide fire extinguisher in the lift motor room?	No Issue
3.7	Is there safe access/egress into the lift motor room and associated plant areas?	No Issue
3.8	Where installed are lifting beams clearly marked with the safe working load and tested periodically or before they are used?	No Issue
3.9	Is the emergency passenger release procedure adequate, clear hand winding instructions displayed in the lift motor room and necessary tools available or only carried out by the lift maintenance contractor or emergency services. And a suitable protective barrier available for when engineers are working on the lift with the landing doors open.	No Issue
3.10	Is the means for raising the alarm in event of lift failure adequate (e.g. are there suitable instructions) and/or does the REM system work effectively.	No Issue
3.11	Are there any other concerns relating to the requirements of the Lift Regulations eg are landing entrances and doors in public areas designed, constructed and maintained to withstand anticipated risk of vandalism and physical abuse?	No Issue
3.12	General Comments	No Issue
4	Plant & Equipment	
4.1	From visual observation does all installed plant and equipment appear to have been installed by a competent person, is it free from obvious defects and a suitable planned preventative maintenance schedule in place?	No Issue
4.2	Where necessary has an asset register been prepared to ensure a suitable planned preventative maintenance schedule can be carried out?	No Issue
4.3	From visual observation does all installed air handling plant appear to have been installed by a competent person and are pressurised cabinets adequately secured and free from obvious defects?	No Issue
4.4	Have pressure systems which fall under the scope of the Pressure Systems Regulations had a competent person prepare a written scheme of examination.	No Issue
4.5	Are pressure systems being maintained in accordance with the written schemes of examination?	No Issue

Audit Ref.	Hazard	Status
4.6	Are gas safety checks carried out at least annually by a Gas Safe registered engineer?	Medium
4.7	Where ancillary lifting equipment has been installed is it being thoroughly examined in accordance with the requirements of the Lifting Operations and Lifting Equipment Regulations?	No Issue
4.8	Has adequate guarding been provided to prevent access to dangerous parts of equipment?	No Issue
4.9	Where necessary, can equipment be brought to a standstill quickly in an emergency and are emergency controls adequately labelled?	No Issue
4.10	Are there any other concerns relating to plant safety?	No Issue
5	Electrical Safety	
5.1	Is the fixed electrical wiring tested in accordance with BS 7671 every five years? and have completion certificates to BS 7671 been provided for new electrical installations?	No Issue
5.2	Portable appliances have been inspected in accordance with HSE guidance?	No Issue
5.3	Are electrical cabinets secure, safety precautions, lock off procedures, contractors risk assessments and method statements adequate?	No Issue
5.4	Are suitable and sufficient electrical hazard warning signs displayed?	No Issue
5.5	Is there an up to date electric shock treatment notice displayed where necessary? (updated from Jan 2006)	No Issue
5.6	Where necessary is there a legend or labelling to indicate which circuits that are being supplied and where it is suspected there has been harmonisation of wiring colour coding is there clear labelling?	No Issue
5.7	Are there any other concerns relating to electrical safety?	No Issue
6	Access Equipment - Working at Height	
6.1	Are Hoist and platforms being thoroughly examined at six monthly intervals?	No Issue
6.2	Are window cleaning access cradles being thoroughly examined at six monthly intervals?	No Issue
6.3	Is the safe working load clearly marked on all access/lifting equipment?	No Issue
6.4	Can access equipment be accessed safely when in the parked position?	No Issue
6.5	Is access equipment free from obvious defects?	No Issue
6.6	Where scaffolding is installed has it been erected by a competent person and is it examined weekly for defects?	No Issue
6.7	Have portable ladders been labelled and entered on a register, regularly maintained and secured against unauthorised use?	No Issue
6.8	Are fixed vertical ladders secured with blanking plates, cage or other device to prevent unauthorised use where required (except where they may be used as means of escape) and fitted with back hoops and step off platforms where necessary to minimise risk of falls.	No Issue

Audit Ref.	Hazard	Status
6.9	Where eye bolts have been installed are they being maintained at a suitable frequency?	No Issue
6.10	Where a fall arrest system e.g. running line or latchway system has been installed is it being maintained at a suitable frequency?	No Issue
6.11	Is a permit to work procedure operated as necessary when working at high level or high risk access equipment is used?	No Issue
6.12	Are there any other concerns relating to activities when working at height or using access equipment under the control of the Responsible person?	No Issue
6.13	General Comments	No Issue
7	General Cleaning & Window Cleaning	
7.1	Where necessary is there a suitable and sufficient window cleaning risk assessment and method statement?	No Issue
7.2	Is safe access/egress equipment and/or platforms provided where necessary?	No Issue
7.3	Are safety harnesses held on site being maintained at a suitable frequency?	No Issue
8	Waste Management	
8.1	Are there designated waste areas that are free from risk of arson, risk of pollution or contamination?	No Issue
8.2	Is hazardous or recycling waste under landlord control identified and segregated where necessary?	No Issue
8.3	Is the waste contractor working on behalf of the Responsible person licensed?	No Issue
8.4	Are waste transfer notes for transfer of hazardous or special waste held on file as necessary?	No Issue
8.5	Is the site free from unnecessary waste items?	No Issue
8.6	Are there any other concerns relating to waste management? For example is there a need for an Environmental Audit, or is there a risk of persons entering or becoming trapped in the bins/compactors?	No Issue
9	COSHH	
9.1	Are there adequate COSHH risk assessments for hazardous substances used on site by contractors or other non employees and are current manufacturers Safety Data Sheets displayed at the point of storage/use?	No Issue
9.2	Are hazardous substances being stored correctly?	No Issue
9.3	Where site personal use or may be exposed to hazardous substances are there adequate spillage control and emergency response provisions in place? E.g. Absorption granules, eye wash station in vicinity of dosing pots etc	No Issue
9.4	Is personal protective equipment necessary for use by site personnel provided in accordance to the manufacturers safety data sheets?	No Issue
9.5	Are there any other concerns relating to hazardous chemicals used or stored on site?	No Issue
10	Asbestos	

Audit Ref.	Hazard	Status
10.1	Has the building been surveyed for the presence of asbestos and is the asbestos register available to audit?	No Issue
10.2	Has an asbestos management plan (AMP) been prepared, periodically reviewed with a suitable procedure in place to ensure the register is made available to contractors and occupiers?	No Issue
10.3	Where necessary is the condition of asbestos containing materials periodically re-inspected on a frequency as determined by the initial management survey and/or in line with L143 guidelines?	Medium
10.4	Are there any areas where suspect or known asbestos containing materials may have been subject to disturbance or damage?	No Issue
10.5	Are there any areas observed which are or may be likely to be undergoing refurbishment or demolition of any of the building structure or fabric.	No Issue
10.6	General Comments	No Issue
11	Water Hygiene (Audits) & Management	
11.1	Has the building had a Water hygiene risk assessment carried out by a competent person?	Medium
11.2	Are there adequate records of water testing, chlorination and maintenance up to date?	No Issue
11.3	Are temperatures of hot and cold water outlets recorded monthly or at periods as specified in the WRA?	No Issue
11.4	Are temperatures and conditions of hot and cold water storage inspected and recorded at frequent intervals?	No Issue
11.5	Where necessary are hazardous outlets labelled accordingly e.g. Not Drinking Water or Scalding Hot?	No Issue
11.6	Where installed are showers chlorinated 3 monthly or at periods as specified in the L8 water risk assessment?	No Issue
11.7	Are infrequently used outlets (e.g. in vacant areas) run for two minutes every week or at periods as specified in the L8 water risk assessment?	No Issue
11.8	Where necessary has a separate risk assessment been prepared for cooling towers and are they being maintained by a competent water treatment company and are records up to date and is there a certificate of registration with the LA?	No Issue
11.9	Are there any other concerns relating to water safety?	No Issue
12	General Work Environment	
12.1	Are general pedestrian routes free from defects and risks of slipping, tripping or falling and well lit?	No Issue
12.2	Are staircases structurally sound, provided with adequate handrails and fall protection and free from defects?	No Issue
12.3	Are all areas protected against the risk of falling materials/persons?	No Issue
12.4	Are accessible roof areas adequately guarded to prevent falls?	No Issue
12.5	Have eye bolts been installed where necessary?	No Issue
12.6	Has a fall arrest system e.g. running line or latchway system been installed where necessary?	No Issue

Audit Ref.	Hazard	Status
12.7	Where telecoms transmission equipment is installed on the roof areas are precautions to warn and prevent unsafe access adequate?	No Issue
12.8	Are suitable and sufficient welfare facilities provided for site based staff and visitors?	No Issue
12.9	Are all areas under the control of the responsible person which were accessed at the time provided with suitable and sufficient lighting/heating/ventilation as necessary?	No Issue
12.10	Where glazed access doors, windows or mirrors in areas at risk of accidental damage are they free from defect and soundly affixed and appear to be constructed of suitable safety material or adequately guarded to prevent contact, and/or manifested to make them apparent?	No Issue
12.11	Are power operated doors and gates or any other door openings maintained in a safe condition, provided with suitable safety features to prevent persons becoming trapped and free from obvious defects?	No Issue
12.12	Are there any other concerns relating to the general work environment?	Medium
13	First Aid & Incident Reporting	
13.1	At staffed premises is there an Incident / accident book that complies with the Data Protection Act and the company accident/incident reporting procedure understood by site personnel?	No Issue
13.2	At staffed premises are procedures understood for complying with the Reporting of Injuries Diseases and Dangerous Occurrences Regulations?	No Issue
13.3	Are there sufficient numbers of trained first aiders/appointed persons and/or suitable and sufficient first aid facilities (box, room, cupboard)?	No Issue
13.4	General Comments	No Issue
14	Traffic Management	N/A
15	Grounds/Landscape Maintenance	
15.1	Are the grounds free from risks associated with poor maintenance? E.g. blocked drains, displaced chamber covers, overgrown vegetation, overhanging or fallen branches etc	No Issue
15.2	Where necessary does the site require the grounds maintenance contractor to provide a RAMS e.g. Use of pesticides/weed killers, use of petrol driven equipment, tree surgery, barriers and signage, strimming, hedge trimming, noise and vibration where applicable etc	No Issue
15.3	General Comments	No Issue
16	Environmental Observations	
16.1	Are Pollution control procedures adequate? E.g. there should be a separator tank if the site meets the following criteria: Car parks typically larger than 800m ² in area or for 50 or more car parking spaces, Smaller car parks discharging to a sensitive environment, Areas where goods vehicles are parked or manoeuvred, Vehicle maintenance areas roads, Industrial sites where oil is stored or used refuelling facilities, Any other site with a risk of oil contamination.	No Issue

Audit Ref.	Hazard	Status
16.2	Where there is above ground fuel/oil storage is it adequately bunded or double skinned to prevent leakage?	No Issue
16.3	Are potential noise pollution controls adequate?	No Issue
16.4	Are there any other concerns relating to environmental issues?	No Issue
16.5	Are there any vacant areas which are either awaiting letting or sale or newly constructed areas or buildings which may be in need of an EPC?	No Issue
16.6	Are there any areas or buildings with a total useful floor area over 1000m ² that are occupied or part occupied either by public authorities or by institutions providing public services to a large number of people where a DEC is required?	No Issue
16.7	The Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007 state that all air conditioning systems with accumulative rated outputs over 12kW must be regularly inspected by an Energy Assessor.	No Issue
16.8	General Comments	No Issue
17	Miscellaneous & Security	
17.1	Where necessary to meet the requirements of the Equality Act 2010 - has a survey been carried out to assess the accessibility of the building to disabled persons?	No Issue
17.2	Is the building installed with a lightning conductor where considered necessary and is it tested by a competent person annually and from visual observation is it properly bonded to the structure as necessary?	No Issue
17.3	Where is a need for a structural survey has one been conducted? E.g. external fire escape staircases, high walls, retaining walls etc.	Medium
17.4	Are Security measures adequate (perimeter fencing, alarms, access to out buildings etc)?	No Issue
17.5	Are there any other concerns relating to the site for which the landlord needs to be made aware of ?	No Issue

5.1.1 SIGNIFICANT FINDINGS AND ACTION PLAN

3.1 Are thorough examination reports being carried out six monthly (or at intervals prescribed by a competent person as defined by LOLER) for passenger lifts and annually for goods lifts?	
1	<p>Observation There were no records available at the time of the audit to confirm that the statutory examination of the lifts has been carried out. It is a legal requirement that the lifts must be inspected every 6 months, unless otherwise specified by a written scheme of examination by a competent person as defined by LOLER.</p> <p>Action Verify that a competent person has been instructed to carry out such an inspection and suitable records will be kept readily available to verify this. This will help you with a due diligence defence in case of an incident. Any item items noted under the Observations/Other Defects section of the report, must be carried out within the timescales specified by the engineer. N.B. This section should now include the requirements for any ongoing LG1 supplementary test or inspections.</p> <p>Priority Medium Target Date 18th May 2022</p> <p>Assigned To Stanley Cottage Cost</p> <p>Comments</p> <p>Sam Collyer Next inspection scheduled for Monday 25th November 2018 23/11/2018 15:49 The status was altered from Awaiting Action to Contractor Instructed.</p> <p>Ian Harp Unable to verify status from site records of from Glenny HQ records. 25/11/2019 15:55</p> <p>Ian Harp There was no up to date record available to verify the date of the last inspection. 01/02/2021 15:04</p> <p>Ronnie Booth It could not be confirmed if the action has been implemented therefore it is still relevant. Confirmation or action is required. 12/02/2022 09:50</p>

3.2 Is the site lift logbook available on site and up to date and where necessary does it show LG1 examinations and supplementary tests are being carried out in accordance with the statutory inspectors recommendations?

1	<p>Observation There were insufficient records seen on site to show that the lifts are being regularly maintained in a safe condition and in accordance with the statutory inspectors recommendations.</p> <p>Action Verify that a competent person has been instructed to carry out routine maintenance of the lifts, and any supplementary tests required by the Statutory Inspector, who should then ensure complete records are available on site to confirm routine maintenance is undertaken at specified intervals. This will help you with a due diligence defence in case of an incident.</p> <p>Priority Medium</p> <p>Assigned To Stanley Cottage</p> <p>Comments</p>	<p>Target Date 18th May 2022</p> <p>Cost</p>
---	---	--

4.6 Are gas safety checks carried out at least annually by a Gas Safe registered engineer?

Observation

All gas equipment should be installed by and receive relevant testing by a competent engineer in possession of a Gas Safe Registration Certificate as accredited by the HSE, with records of such tests being held on site. There was no records of such tests on the gas appliances installed on site.

Action

Confirm that you have appointed a competent Gas Safe Registered contractor to undertake the relevant gas safety checks and that remedial works carried out and relevant records are kept.

Priority

Medium

Target Date

18th May 2022

Assigned To

Stanley Cottage

Cost

Comments

Ian Harp

01/02/2021 15:05

The communal boiler system installed in the basement vacant demise is now due its annual inspection having been newly installed in January 2020.

Ronnie Booth

12/02/2022 09:50

It could not be confirmed if the action has been implemented therefore it is still relevant. Confirmation or action is required.

Question 4.6 / 1



10.3 Where necessary is the condition of asbestos containing materials periodically re-inspected on a frequency as determined by the initial management survey and/or in line with L143 guidelines?

1	Observation	There was no evidence to verify that you have instructed a competent person to undertake periodic re-inspection of any ACM's identified during the Management Survey which have been left in place and are required to be managed in situ.		
	Action	Confirm that you have instructed a Competent person to instigate periodic re-inspection of the ACM's which remain in situ to ensure they are not unduly disturbed and remain in good condition.		
	Priority	Medium	Target Date	18th May 2022
	Assigned To	Stanley Cottage	Cost	
	Comments			

11.1 Has the building had a Water hygiene risk assessment carried out by a competent person?

1	Observation	There was no up to date site specific risk assessment of the water systems within the premises available on site to review. It is understood that a water risk assessment has previously been carried out.		
	Action	Confirm that you have instructed a competent person to prepare an up to date site specific risk assessment of water systems as required by L8. This should clearly identify the extent of the water supply system, all ancillary pipe work and associated equipment, and the necessary treatment regime and monitoring requirements to ensure it remains free from bacterial growth or contamination. It should ideally include a schematic of the water systems for clarification.		
		You should also confirm that any identified actions have been implemented and a water hygiene programme implemented as per the water risk assessment.		
	Priority	Medium	Target Date	18th May 2022
	Assigned To	Stanley Cottage	Cost	
	Comments			

12.12 Are there any other concerns relating to the general work environment?	
1	<p>Observation The door to the main electrical intake cupboard does not have a door handle on the inside to enable easy exit in event of emergency.</p> <p>Action Have a simple grab handle fitted to the inside of the door.</p> <p>Priority Medium Target Date</p> <p>Assigned To Stanley Cottage Cost 0.00</p> <p>Comments</p>
	<p>Ian Harp 01/02/2021 15:14 The inner door handle as advised is yet to be fitted.</p> <p>Ronnie Booth 12/02/2022 09:52 The action has not been implemented therefore it is still relevant. Action is required.</p>
<p>Question 12.12 / 1</p> 	

17.3 Where is a need for a structural survey has one been conducted? E.g. external fire escape staircases, high walls, retaining walls etc.			
1	Observation	There is no record of a structural survey or inspection having been undertaken in the last 5 years of the external steel staircase as recommended within BS 8210 1986 <i>Building Maintenance Management</i> , this relates to both the external staircase which leads from the basement (boiler room/vacant office) to the ground floor retail unit, and the rooftop fire escape leading to the Army and Navy Club.	
	Action	Confirm that you have instructed a competent person to undertake periodic structural surveys of the buildings in accordance with BS 8210 including external fire escape staircases etc.	
	Priority	Medium	Target Date 18th May 2022
	Assigned To	Stanley Cottage	Cost
	Comments		
	Richard Hennelly 27/06/2014 09:12	05.06.14 - status unchanged.	
	Ronnie Booth 04/07/2016 09:13	It could not be confirmed that the above required action has been implemented, therefore the details within are still relevant. Confirmation or action is required.	
	Ian Harp 25/11/2019 16:00	This was not confirmed as complete.	
	Ian Harp 01/02/2021 15:03	There is still no evidence that a structural inspection of the steel staircases both at roof level and in the basement lightwell has been undertaken. The staircase at roof level is now showing early signs of corrosion with some metal flaking off. An inspection should be instructed sooner than later.	
	Ronnie Booth 12/02/2022 09:49	It could not be confirmed if the action has been implemented therefore it is still relevant. Confirmation or action is required.	

Question 17.3 / 1





Metro House
79-80 Blackfriars Rd
London
SE1 8HA

t: 020 7960 3939
f: 020 7960 3940

w: www.metroasm.co.uk

Metro SRM LLP Services:

- Fire Risk Assessments
- Health and Safety Risk Assessments
- Water Risk Assessments and Management Advice – L8 Advice
- Health and Safety Policies and Procedures and Management Systems
- Equality Act Access surveys
- SRManager electronic solutions
- Corporate Audit of Health and Safety Management
- Emergency procedures
- Tailored Management Procedures and Systems
- Health and Safety Training at all levels from site employees to be-spoke Directors Training
- Fire Warden training
- Fire Safety Awareness Training
- Audit against OHSAS 18001
- Accident and Incident Investigation
- ISO 9001 and 14001 consultancy
- Energy Performance Certificates EPC
- Display Energy Certificates
- Air conditioning inspections & F-Gas
- Bespoke Energy Advice

And other services carried out by Strategic Risk Management (Asbestos) Limited

- Asbestos management surveys
- Asbestos refurbishment surveys
- Asbestos demolition surveys
- Asbestos re-inspection surveys
- Asbestos air monitoring
- Asbestos bulk sampling and analysis
- Project management of asbestos removal

STRATEGIC RISK MANAGEMENT (ASBESTOS) LTD

ASBESTOS RE-INSPECTION SURVEY

40-41 Pall Mall
St. James's,
London,
SW1Y 5JG



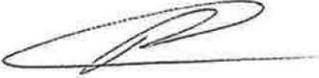
Client:	Glenny LLP
Report Reference:	188255
Date:	September 2022
Lead Surveyor:	Richard West BA(HONS)

3rd Floor,
8 Boundary Row,
London
SE1 8HP

t: 020 7960 3939
f: 020 7960 3940

w: www.metrosafety.co.uk

Report prepared by:

	Richard West	3-Oct-2022
Signature (Lead Surveyor)	Print Name	Date
Checked and approved		
	Andy Brown	4-Oct-2022
Signature (Reviewer)	Print Name	Date

Revision:	Final
------------------	--------------

This report is not to be used for contractual or engineering purposes unless the front cover sheet is signed where indicated by both the surveyor (originator of the report) and the technical reviewer and the report is designated "Final" on the signatory sheet.

Please note that Strategic Risk Management (Asbestos) Ltd cannot be held responsible for the way in which a client interprets or acts upon results that are included within this report.

TABLE OF CONTENTS

1.0	EXECUTIVE SUMMARY	4
2.0	INTRODUCTION.....	6
3.0	OBJECTIVES.....	7
4.0	SURVEY LIMITATIONS	8
5.0	GENERAL CAVEAT.....	9
6.0	SAMPLING AND ANALYSIS	10
7.0	RISK ASSESSMENT.....	11
8.0	GUIDANCE ON RECOMMENDATIONS	14
9.0	INSPECTION RECORDS	15
10.0	SURVEY RESULTS SUMMARY.....	25

APPENDICES

APPENDIX I	SITE PLANS.....	1
------------	-----------------	---

1.0

EXECUTIVE SUMMARY

The following asbestos containing materials were identified at the site within the scope of this survey:

Medium Risk			
Inspection Reference	Description	Recommendation	Action Date
IR008	Rope packing to wall pipe penetration behind boiler. Org ref: 161652/006	Manage in accordance with your asbestos management plan and re-inspect on an annual basis or when circumstances change.	September 2023

Low Risk			
Inspection Reference	Description	Recommendation	Action Date
IR001	Presumed flash guards within 3 or more electrical boxes	Manage in accordance with your asbestos management plan and re-inspect on an annual basis or when circumstances change.	September 2023

Very Low Risk			
Inspection Reference	Description	Recommendation	Action Date
IR003	Asbestos cement flue and cowl (may not be a component of THIS building)	Manage in accordance with your asbestos management plan and re-inspect on an annual basis or when circumstances change.	September 2023
IR009	Presumed gaskets to pipework (Presumed throughout. Org ref : Presumed 161652	Manage in accordance with your asbestos management plan and re-inspect on an annual basis or when circumstances change.	September 2023
IR010	Flue pipe elbow leading to wall. Now enclosed 16th November 2020. Original ref :161652/001	Manage in accordance with your asbestos management plan and re-inspect on an annual basis or when circumstances change.	September 2023
IR011	Flue pipe & elbow (X2) leading for fan to ceiling penetration (Presumed to run vertically throughout building#0 Org ref : V/S IR001 161652 Now encased.	Manage in accordance with your asbestos management plan and re-inspect on an annual basis or when circumstances change.	September 2023

Every attempt has been made to gain access to all areas with the scope of this re-inspection survey. The following areas have not been accessed for the various reasons listed below and should be presumed to contain asbestos until proven otherwise.

Location	Area	Reason for "No Access" with justification
40-41 Pall Mall, Basement	A009-East Unit	The eastern side of the basement (not the shirt-makers) could not be inspected as there was no key available at the time of the survey.
40-41 Pall Mall, Fourth Floor	A053-East Flat	Unable to inspect the area as the tenant was not at home at time of survey.
40-41 Pall Mall, Fifth Floor	A054-Flat Q	Unable to inspect the area as the tenants were not at home at the time of the survey.
40-41 Pall Mall, All Floors	A062-Lift Shaft	The lift shaft could not be inspected as no lift engineer was present at the time of the survey.

Please refer to section 4 of this report for areas which are outside the scope of this survey and which should be presumed to contain ACMs until proven otherwise.

2.0

INTRODUCTION

Further to a written instruction from Stanley Cottage of Glenny LLP, Strategic Risk Management (Asbestos) Ltd undertook a re-inspection survey of 40-41 Pall Mall, St. James's, London in accordance with in-house Technical Procedure TP002 and HSG264, in order to monitor the condition of any asbestos containing materials (ACMs) previously identified. Any additional sampling and analysis was undertaken in accordance with HSG248 and TP002.

40-41 Pall Mall is a mid terrace Victorian period building which was originally 2 buildings and now is linked into 1, on Pall Mall. The property is a mix of retail, office and residential accommodation. This survey was restricted to the Basement Boiler Room only.

The site had previously been subject to a full survey and this report must be read in conjunction with the original report prepared by Strategic Risk Management (Asbestos) Ltd.

Any site plans that accompany this report were drawn by the surveyor and are not to scale. Where included, the plans should be used in conjunction with this report to identify specified sample location points.

Richard West of Strategic Risk Management (Asbestos) Ltd undertook the survey on the 22nd September 2022 and prepared this report for and on behalf of Glenny LLP.

This report does not constitute an asbestos management plan for the purpose of the duty to manage asbestos under regulation 4 of the Control of Asbestos Regulations 2012 but is intended for use in updating the current management plan.

3.0

OBJECTIVES

This re-inspection survey was carried out to establish the current condition of asbestos materials identified during previous survey/s in order to update the asbestos register for the property and to assist in the ongoing asbestos management plan.

The re-inspection was conducted by means of a visual inspection of all previously identified asbestos material locations based on the original survey report/s. At each location the condition of the known or presumed asbestos material was assessed as per section 7.0.

Where possible areas that were not previously accessed during the original survey were inspected and the details recorded in Section 9.0 of this report.

This re-inspection report is not to be used in place of the original asbestos survey report but should act as a supplement to for it for ongoing management of asbestos materials identified on the site.

4.0

SURVEY LIMITATIONS

With the exception of those areas which could not be accessed at the time of the survey for the various reasons specified in section 1.0, all areas containing known or presumed asbestos containing materials were inspected within the scope of this re-inspection survey.

The following areas are deemed to be outside the scope of this survey and therefore no attempt was made to gain access:

1. Areas which were outside the scope of the original survey.
2. Areas which were included within the original survey but where no asbestos containing materials were identified.

5.0

GENERAL CAVEAT

Strategic Risk Management (Asbestos) Ltd has made every effort to identify all asbestos materials within the scope of the original survey, so far as was reasonably practicable.

Any areas not accessed are detailed in section 4.0 above.

Asbestos containing materials existing within areas not specifically covered by this report are outside the scope of the survey, but any suspicious material should be treated with caution and sampled accordingly.

Asbestos containing materials may be hidden by other items or finishes (e.g. over boarding, below new insulation, etc.) or obscured as part of the structure of the building and will therefore not be visible until the building is subject to a more intrusive survey or dismantled at a later date.

Strategic Risk Management (Asbestos) Ltd cannot be held responsible for any damage caused as part of this survey carried out on your behalf. Due to the nature and necessity of sampling for asbestos some damage is unavoidable but will be limited to just that necessary for the taking of samples.

The measurements in this report are approximate and should not be used for contractors to price abatement work. Where pricing work is to be undertaken it is the responsibility for the contractor to obtain the measurements ahead of submitting a quotation. It recommended that the report shall be read in conjunction with a Bill of Quantities and Technical Specification to identify methods and full extent of the abatement works.

6.0

SAMPLING AND ANALYSIS

Any sampling of suspect asbestos materials was undertaken utilising methods in in-house Technical Procedure TP002 following principles detailed in HSE document HSG248 'Asbestos: The analysts' guide for sampling, analysis and clearance procedures'.

Materials which were sampled during the original survey will be strongly presumed to contain asbestos for the purpose of this re-inspection and the asbestos type will be as per the original analysis. Any materials which were strongly presumed or presumed to contain asbestos during the original survey will be similarly reported as part of this re-inspection survey.

Where the surveyors encountered or suspected additional materials of containing asbestos, a sample was taken for analysis and included in this report. These samples were taken as being representative of the materials.

Where applicable, the results of any bulk sampling of suspect materials can be found in an appendix to this report.

In general, the asbestos containing materials identified within previous survey reports have not been re-sampled.

Where the information is available from the previous third party surveys, the original sample reference is included for cross reference within the description of the material in section 9.0

For re-inspections of surveys originally carried out by Strategic Risk Management (Asbestos) Limited, the sample numbers and certificate of analysis detailed on the inspection records in Section 9.0 refer to those from the original survey unless the prefix to the sample number is identical to the Project Number in the footer of this report, in which case they are additional samples. Where additional samples have been taken, a certificate of analysis is included as part of this report.

7.0

RISK ASSESSMENT

In order to assist in the duty to manage under the Control of Asbestos Regulations 2012, including the production of a written management plan, it is necessary to assess the risk of an ACM. This assessment is a combination of both a material assessment and a priority assessment.

This material assessment was carried out at the time of the survey and is based on the following four factors:

- product type;
- extent of damage;
- surface treatment; and
- asbestos type.

References to ACMs identified have been colour coded based upon this risk assessment (as detailed below) in order to give an immediate over view of risk. Non-asbestos items are colour coded blue.

Also recorded at the time of the survey was the accessibility of each ACM. This does not form part of the material assessment but can aid in the overall assessment process.

In order to determine the order in which action may be required for the ACMs identified, a priority risk assessment should be carried out and should be based on the following factors:

the location of the material;

- its extent;
- the use to which the location is put;
- the occupancy of the area;
- the activities carried out in the area; and
- the likelihood/frequency with which maintenance activities are likely to take place.

The following scoring matrices have been developed in accordance with HSG264 and HSE guidance note HSG227 and have been used to produce a total risk assessment score for each ACM.

When asked to do so by the client a priority risk assessment has been produced based either upon the information available to the surveyors at the time of the survey which can then be used as guidance for the priority assessment that the duty holder is required to make based on their more detailed knowledge of the building, or in conjunction with the client.

Once determined, the total risk for each ACM should be used by the duty holder to develop an asbestos management plan for the site.

MATERIAL ASSESSMENT MATRIX

Assessment parameter	Score	Examples
Product Type	1	Asbestos composites (asbestos cement (AC), vinyl floor tiles, decorative finishes, roofing felts, semi-rigid paints, mastics, plastic, resins).
	2	AIB boarding, millboard, other low-density insulating boards, braided asbestos, gaskets, asbestos paper, felt.
	3	Thermal insulation, sprayed asbestos coatings, loose asbestos (e.g. debris), asbestos packing
Condition (Extent of Damage or Deterioration)	0	Good condition - No visible damage
	1	Low damage - significant breakage of non-friable materials or small areas of friable material damaged showing exposed fibres.
	2	Medium damage - significant broken friable materials, coatings and thermal insulation. Visible asbestos debris.
	3	High damage or delamination of friable materials, coatings and thermal insulation. Visible asbestos damage.
Surface Treatment	0	Non-friable composite asbestos materials (e.g. AC, vinyl, paints) with exposed faces encapsulated.
	1	Enclosed coatings, encapsulated insulation and AIB, unsealed AC
	2	Unsealed AIB or encapsulated insulation and coatings
	3	Unsealed insulation and coating
Asbestos Type	1	Chrysotile
	2	Amphibole, asbestos excluding Crocidolite
	3	Crocidolite

MATERIAL RISK RATINGS

Score	Risk rating	Colour Coding
≥ 10	High Risk	Red
7 - 9	Medium Risk	Amber
5 - 6	Low Risk	Green
≤ 4	Very Low Risk	Green

ACCESSIBILITY

Rating	Definition
Easy	ACM is not obscured and can be reached without access equipment.
Medium	ACM is obscured by easily removable building materials or can only be reached from standard step ladders.
Difficult	ACM is obscured by fixed / difficult to remove building materials or requires access equipment other than standard step ladders.

PRIORITY ASSESSMENT MATRIX (where agreed with the client)

Assessment parameter	Score	Examples of score variables
Normal occupant activity		
Main type of activity in area	0	Rare disturbance activity (e.g. little used store room)
	1	Low disturbance activity (e.g. Office type activity)
	2	Periodic disturbance (e.g. industrial or vehicular activity which may contact ACMs)
	3	High level of disturbance (e.g. Fire door with AIB sheet in constant)
Secondary activities for area	As above	As above
Likelihood of Disturbance		
Accessibility	0	Usually inaccessible
	1	Occasionally likely to be disturbed
	2	Easily disturbed
	3	Routinely disturbed
Location	0	Outdoors
	1	Large rooms
	2	Rooms up to 100m ²
	3	Confined spaces
Extent	0	Small amounts or items
	1	≤10m ² or ≤10lm
	2	>10 - ≤50m ² or >10 - ≤50lm
	3	>50m ² or >50lm
Human Exposure Potential		
Number of occupants	0	None
	1	1 -3
	2	4 -10
	3	>10
Frequency of use	0	Infrequent
	1	Monthly
	2	Weekly
	3	Daily
Average time each use	0	<1
	1	>1 - < 3 hours
	2	>3 - < 6 hours
	3	>6 hours
Maintenance activity		
Type of maintenance activity	0	Minor disturbances (e.g. possibility of contact when gaining access)
	1	Low disturbance (e.g. changing light bulbs in AIB ceiling)
	2	Medium disturbance (e.g. lifting one or two AIB ceiling tiles to access a valve)
	3	High levels of disturbance (e.g. removing a number of AIB ceiling tiles to replace a valve or for re-cabling)
Frequency of maintenance activity	0	ACM unlikely to be disturbed for maintenance
	1	=1 per year
	2	>1 per year
	3	>1 per month

8.0**GUIDANCE ON RECOMMENDATIONS**

Refer to Section 9 for individual recommendations for the asbestos materials identified.

It is recommended that the outline risk assessments provided within this report are used by the duty holder as the basis for the implementation of an Asbestos Management Plan (AMP). Other factors to consider when developing an effective plan include but are not limited to:

- establishing clear lines of responsibilities for the plan's management and implementation;
- designate competent personnel for all relevant aspects of the process;
- define and use safe systems of work;
- implementation of a 'permit to work' system is recommended for management of all subcontract and maintenance activities;
- ensuring that the asbestos register is maintained and updated as necessary;
- provision of adequate information, instruction and training for relevant staff;
- labelling or colour coding of specific items;
- routine monitoring of the condition of ACMs; and
- remedial action on the specific ACMs identified as detailed in this sections 9.0 and 10.0 of this report, which might include:
 - clean-up of debris
 - repair
 - encapsulation (paint or seal)
 - removal
 - restrict access or isolate areas

The development of an effective management plan relies on a detailed knowledge of the relevant legal obligations, practical considerations, the asbestos present at the site, the findings of the material and priority assessments (outline risk assessments and recommendations provided in this report), along with a thorough understanding of the site activities (including maintenance) and management structures fundamental to the workings of the site. It is therefore the opinion of Strategic Risk Management (Asbestos) Ltd that the management plan is best developed through a partnering arrangement between the duty holder (the Client) and the Consultant.

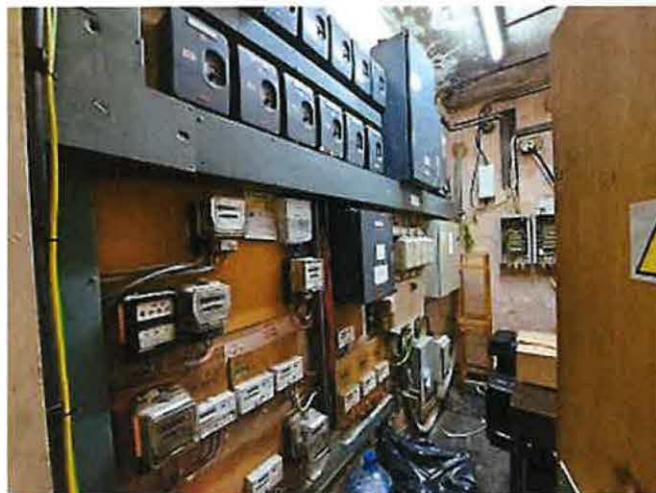
It must be noted that all the information contained within this report provides an overall assessment, results and conclusions concerning the asbestos based materials, their management and potential hazards posed to third parties i.e. contractors, surveyors etc. and that the complete report is issued to allow these third parties to consider all actions and options appropriate.

The survey has positively identified the presence of asbestos based materials within the site. All recommendations are based on the site remaining fully operational.

9.0

INSPECTION RECORDS

Project Number	188255		Building	40-41 Pall Mall	
Inspection Reference	IR001		Floor	Basement	
Inspection Date	22nd September 2022		Area	A008-Electrical Cupbd	
Survey Type	Management Survey		Sample Number	Presumed	
Asbestos	Yes	Extent	3 units	Certificate Number	Not Applicable
Description	Presumed flash guards within 3 or more electrical boxes				



Product type	Textile	2
Damage extent	Good condition	0
Surface treatment	Unsealed rope/textile	2
Asbestos type	Chrysotile	1
Material assessment total		5

Accessibility	Difficult
----------------------	-----------

Normal Occupant Activity	-	
Likelihood of Disturbance	-	
Human Exposure Potential	-	
Maintenance Activity	-	
Priority assessment total		-

Risk Rating	Low	Total Assessment Score:	-
--------------------	-----	--------------------------------	---

Recommendations	Manage in accordance with your asbestos management plan and re-inspect on an annual basis or when circumstances change.
Complete By:	September 2023

9.0

INSPECTION RECORDS

Project Number	188255		Building	40-41 Pall Mall	
Inspection Reference	IR003		Floor	Second Floor	
Inspection Date	22nd September 2022		Area	A028-External Flat Roof	
Survey Type	Management Survey		Sample Number	Strongly Presumed	
Asbestos	Yes	Extent	1 unit	Certificate Number	N/A
Description	Asbestos cement flue and cowl (may not be a component of THIS building)				



Product type	Asbestos cement	1
Damage extent	Low damage	1
Surface treatment	Asbestos cement	1
Asbestos type	Chrysotile	1
Material assessment total		4

Accessibility	Difficult
----------------------	-----------

Normal Occupant Activity	-	
Likelihood of Disturbance	-	
Human Exposure Potential	-	
Maintenance Activity	-	
Priority assessment total		-

Risk Rating	Very Low	Total Assessment Score:	-
--------------------	-----------------	--------------------------------	---

Recommendations	Manage in accordance with your asbestos management plan and re-inspect on an annual basis or when circumstances change.
Complete By:	September 2023

9.0

INSPECTION RECORDS

Project Number	188255		Building	40-41 Pall Mall	
Inspection Reference	IR005		Floor	Basement Boiler Room	
Inspection Date	16th November 2020		Area	A063-Boiler Room	
Survey Type	Re-inspection Survey		Sample Number	Presumed	
Asbestos	No	Extent	1m ²	Certificate Number	Not Applicable
Description	Board upstand panels to ceiling pipe penetration adjacent to flue pipe. Ori=g ref. 161652/004				



Product type		0
Damage extent		0
Surface treatment		0
Asbestos type	Asbestos removed	0
Material assessment total		0

Accessibility		
Normal Occupant Activity	-	
Likelihood of Disturbance	-	
Human Exposure Potential	-	
Maintenance Activity	-	
Priority assessment total		-

Risk Rating	Removed	Total Assessment Score:	-
--------------------	---------	--------------------------------	---

Recommendations	No further action required.
Complete By:	Not applicable

9.0 INSPECTION RECORDS

Project Number	188255		Building	40-41 Pall Mall	
Inspection Reference	IR006		Floor	Basement Boiler Room	
Inspection Date	16th November 2020		Area	A063-Boiler Room	
Survey Type	Re-inspection Survey		Sample Number	Presumed	
Asbestos	No	Extent	1 Small amounts	Certificate Number	Not Applicable
Description	Redundant rope to pipe behind boiler				



Product type		0
Damage extent		0
Surface treatment		0
Asbestos type	Asbestos removed	0
Material assessment total		0

Accessibility		
Normal Occupant Activity	-	
Likelihood of Disturbance	-	
Human Exposure Potential	-	
Maintenance Activity	-	
Priority assessment total		-

Risk Rating	Removed	Total Assessment Score:	-
--------------------	---------	--------------------------------	---

Recommendations	No further action required.
Complete By:	Not applicable

9.0

INSPECTION RECORDS

Project Number	188255		Building	40-41 Pall Mall	
Inspection Reference	IR007		Floor	Basement Boiler Room	
Inspection Date	16th November 2020		Area	A063-Boiler Room	
Survey Type	Re-inspection Survey		Sample Number	Presumed	
Asbestos	No	Extent	1 Small amounts	Certificate Number	Not Applicable
Description	Redundant rope to floor behind boiler				



Product type		0
Damage extent		0
Surface treatment		0
Asbestos type	Asbestos removed	0
Material assessment total		0

Accessibility	
----------------------	--

Normal Occupant Activity	-	
Likelihood of Disturbance	-	
Human Exposure Potential	-	
Maintenance Activity	-	
Priority assessment total		-

Risk Rating	Removed	Total Assessment Score:	-
--------------------	---------	--------------------------------	---

Recommendations	No further action required.
Complete By:	Not applicable

9.0

INSPECTION RECORDS

Project Number	188255		Building	40-41 Pall Mall	
Inspection Reference	IR008		Floor	Basement Boiler Room	
Inspection Date	22nd September 2022		Area	A063-Boiler Room	
Survey Type	Re-inspection Survey		Sample Number	Presumed	
Asbestos	Yes	Extent	1 Small amounts	Certificate Number	Not Applicable
Description	Rope packing to wall pipe penetration behind boiler, Org ref: 161652/006				



Product type	Rope	2
Damage extent	Medium damage	2
Surface treatment	Unsealed rope/textile	2
Asbestos type	Chrysotile	1
Material assessment total		7

Accessibility	Difficult
----------------------	-----------

Normal Occupant Activity	-	
Likelihood of Disturbance	-	
Human Exposure Potential	-	
Maintenance Activity	-	
Priority assessment total		-

Risk Rating	Medium	Total Assessment Score:	-
--------------------	--------	--------------------------------	---

Recommendations	Manage in accordance with your asbestos management plan and re-inspect on an annual basis or when circumstances change.
Complete By:	September 2023

9.0 INSPECTION RECORDS

Project Number	188255		Building	40-41 Pall Mall	
Inspection Reference	IR009		Floor	Basement Boiler Room	
Inspection Date	22nd September 2022		Area	A063-Boiler Room	
Survey Type	Re-inspection Survey		Sample Number	Presumed	
Asbestos	Yes	Extent	1 Small amounts	Certificate Number	Not Applicable
Description	Presumed gaskets to pipework (Presumed throughout. Org ref : Presumed 161652)				



Product type	Gasket	2
Damage extent	Low damage	1
Surface treatment	Reinforced composite material	0
Asbestos type	Chrysotile	1
Material assessment total		4

Accessibility	Medium
----------------------	--------

Normal Occupant Activity	-
Likelihood of Disturbance	-
Human Exposure Potential	-
Maintenance Activity	-
Priority assessment total	-

Risk Rating	Very Low	Total Assessment Score:	-
--------------------	-----------------	--------------------------------	----------

Recommendations	Manage in accordance with your asbestos management plan and re-inspect on an annual basis or when circumstances change.
Complete By:	September 2023

9.0

INSPECTION RECORDS

Project Number	188255	Building	40-41 Pall Mall
Inspection Reference	IR010	Floor	Basement Boiler Room
Inspection Date	22nd September 2022	Area	A063-Boiler Room
Survey Type	Re-inspection Survey	Sample Number	Presumed
Asbestos	Yes	Extent	2m ²
		Certificate Number	Not Applicable
Description	Flue pipe elbow leading to wall. Now enclosed 16th November 2020. Original ref : 161652/001		



Product type	Asbestos cement	1
Damage extent	Low damage	1
Surface treatment	Asbestos cement	1
Asbestos type	Chrysotile	1
Material assessment total		4

Accessibility	Easy
----------------------	------

Normal Occupant Activity	-	
Likelihood of Disturbance	-	
Human Exposure Potential	-	
Maintenance Activity	-	
Priority assessment total		-

Risk Rating	Very Low	Total Assessment Score:	-
--------------------	-----------------	--------------------------------	---

Recommendations	Manage in accordance with your asbestos management plan and re-inspect on an annual basis or when circumstances change.
Complete By:	September 2023

9.0 INSPECTION RECORDS

Project Number	188255		Building	40-41 Pall Mall	
Inspection Reference	IR011		Floor	Basement Boiler Room	
Inspection Date	22nd September 2022		Area	A063-Boiler Room	
Survey Type	Re-inspection Survey		Sample Number	Presumed	
Asbestos	Yes	Extent	40m ²	Certificate Number	Not Applicable
Description	Flue pipe & elbow (X2) leading for fan to ceiling penetration (Presumed to run vertically throughout building#0 Org ref : V/S IR001 161652 Now encased.				



Product type	Asbestos cement	1
Damage extent	Low damage	1
Surface treatment	Asbestos cement	1
Asbestos type	Chrysotile	1
Material assessment total		4

Accessibility	Medium
----------------------	--------

Normal Occupant Activity	-	
Likelihood of Disturbance	-	
Human Exposure Potential	-	
Maintenance Activity	-	
Priority assessment total		-

Risk Rating	Very Low	Total Assessment Score:	-
--------------------	-----------------	--------------------------------	---

Recommendations	Manage in accordance with your asbestos management plan and re-inspect on an annual basis or when circumstances change.
Complete By:	September 2023

10.0

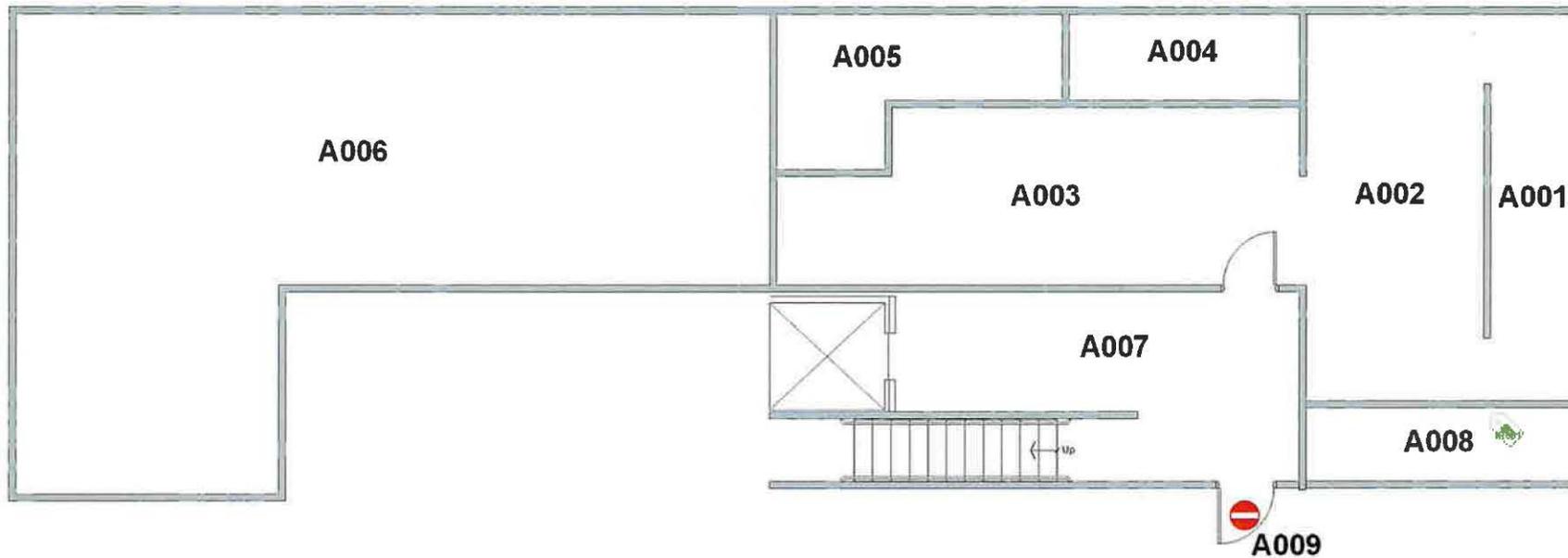
SURVEY RESULTS SUMMARY

Ref	Sample Number	Location	Asbestos Type	Description	Treatment	Condition	Amount	Access	Assessment Score			Risk Rating	Recommendations	Action Date
									Material	Priority	Total			
IR001	Presumed	A008-Electrical Cupbd	Chrysotile	Presumed flash guards within 3 or more electrical boxes	Unsealed rope/textile	Good condition	3units	Difficult	5	-	5	Low	Manage in accordance with your asbestos management plan and re-inspect on an annual basis or when circumstances change.	September 2023
IR003	Strongly Presumed	A028-External Flat Roof	Chrysotile	Asbestos cement flue and cowl (may not be a component of THIS building)	Asbestos cement	Low damage	1unit	Difficult	4	-	4	Very Low	Manage in accordance with your asbestos management plan and re-inspect on an annual basis or when circumstances change.	September 2023
IR002	Presumed	A003-Boiler Room	Asbestos removed	Boiler pipe and gaskets to ceiling pipe penetration adjacent to this pipe. Org ref: 161652/004			1to		0	-	0	Removed	No further action required.	Not applicable
IR002	Presumed	A003-Boiler Room	Asbestos removed	Recessed pipe to utility (penetration boiler)			1Small amounts		0	-	0	Removed	No further action required.	Not applicable
IR007	Presumed	A003-Boiler Room	Asbestos removed	Recessed pipe to floor (penetration boiler)			1Small amounts		0	-	0	Removed	No further action required.	Not applicable
IR008	Presumed	A063-Boiler Room	Chrysotile	Rope packing to wall pipe penetration behind boiler. Org ref: 161652/006	Unsealed rope/textile	Medium damage	1Small amounts	Difficult	7	-	7	Medium	Manage in accordance with your asbestos management plan and re-inspect on an annual basis or when circumstances change.	September 2023
IR009	Presumed	A063-Boiler Room	Chrysotile	Presumed gaskets to pipework (Presumed throughout. Org ref: Presumed 161652	Reinforced composite material	Low damage	1Small amounts	Medium	4	-	4	Very Low	Manage in accordance with your asbestos management plan and re-inspect on an annual basis or when circumstances change.	September 2023

Ref	Sample Number	Location	Asbestos Type	Description	Treatment	Condition	Amount	Access	Assessment Score			Risk Rating	Recommendations	Action Date
									Material	Priority	Total			
IR010	Presumed	A063-Boiler Room	Chrysotile	Flue pipe elbow leading to wall. Now enclosed 16th November 2020. Original ref :161652/001	Asbestos cement	Low damage	2m ²	Easy	4	-	4	Very Low	Manage in accordance with your asbestos management plan and re-inspect on an annual basis or when circumstances change.	September 2023
IR011	Presumed	A063-Boiler Room	Chrysotile	Flue pipe & elbow (X2) leading for fan to ceiling penetration (Presumed to run vertically throughout building#0 Org ref : V/S IR001 161652 Now encased.	Asbestos cement	Low damage	40m ²	Medium	4	-	4	Very Low	Manage in accordance with your asbestos management plan and re-inspect on an annual basis or when circumstances change.	September 2023
Not applicable	Not applicable	A009-East Unit	The eastern side of the basement (not the shirt-makers) could not be inspected as there was no key available at the time of the survey.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Asbestos containing materials must be presumed to be present until proven otherwise.	Not Applicable
Not applicable	Not applicable	A053-East Flat	Unable to inspect the area as the tenant was not at home at time of survey.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Asbestos containing materials must be presumed to be present until proven otherwise.	Not Applicable
Not applicable	Not applicable	A054-Flat Q	Unable to inspect the area as the tenants were not at home at the time of the survey.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Asbestos containing materials must be presumed to be present until proven otherwise.	Not Applicable
Not applicable	Not applicable	A062-Lift Shaft	The lift shaft could not be inspected as no lift engineer was present at the time of the survey.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Asbestos containing materials must be presumed to be present until proven otherwise.	Not Applicable

APPENDIX I

SITE PLANS

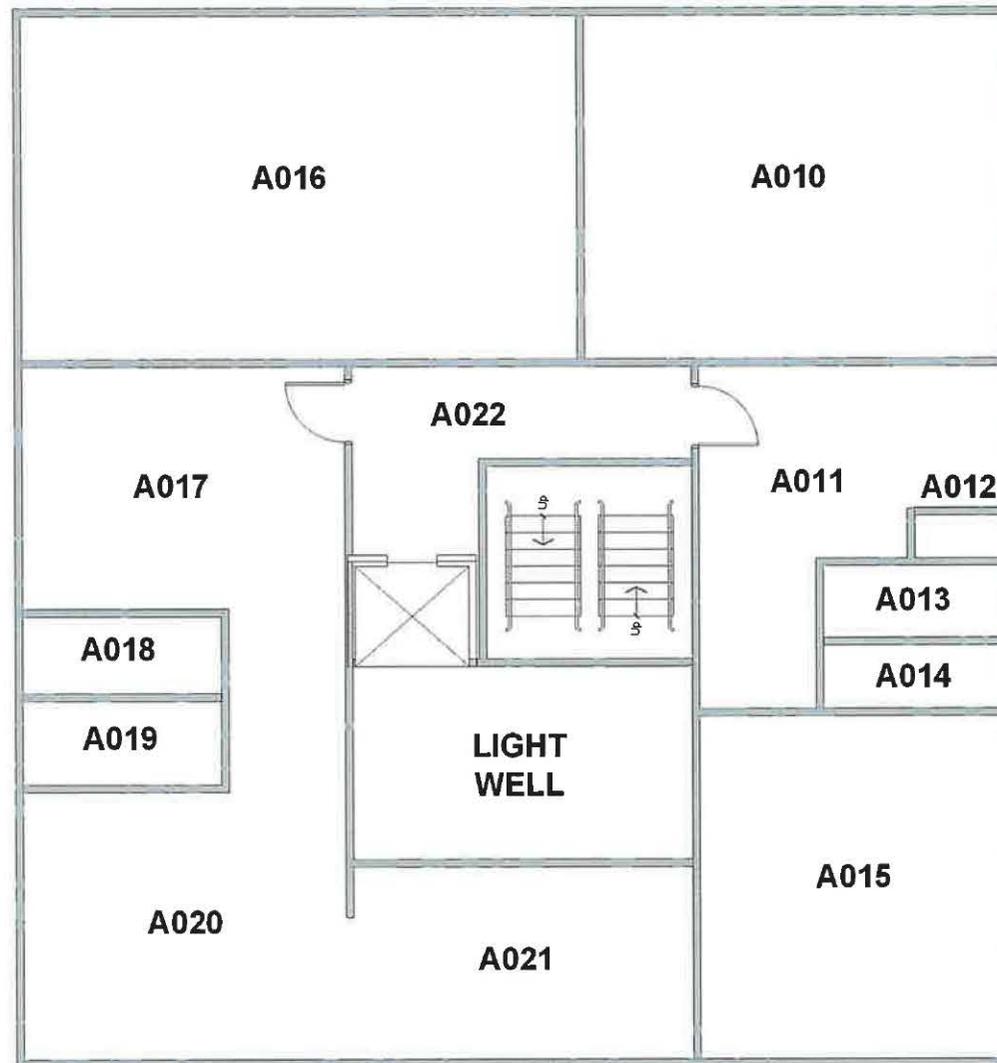


		Key	Key
Client:	Glenny LLP	High risk asbestos material	No access at time of survey – presume asbestos materials present
Site:	40-41 Pall Mall, London	Medium risk asbestos material	
Floor Plan:	Basement	Low risk / very low risk asbestos material	
Original Survey No:	153272	Non-asbestos material	
Original Survey Date:	April 2018	Asbestos removed	

STRATEGIC RISK
MANAGEMENT (ASBESTOS) LTD

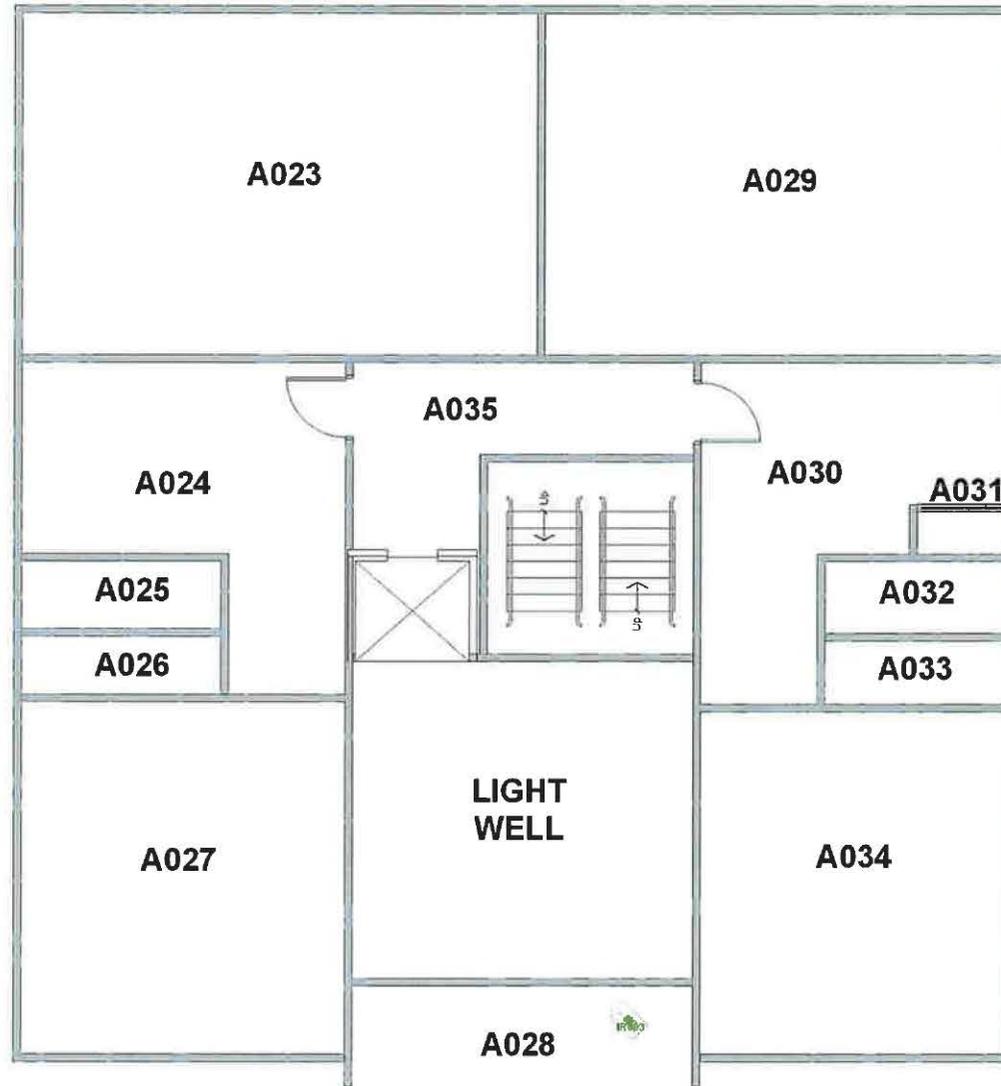
Plans are not to scale and should not be used for any other purpose

Page of



Client:	Glenny LLP	Key	High risk asbestos material	Key	No access at time of survey – presume asbestos materials present
Site:	40-41 Pall Mall, London		Medium risk asbestos material		
Floor Plan:	First Floor		Low risk / very low risk asbestos material		
Original Survey No:	153272		Non-asbestos material		
Original Survey Date:	April 2018		Asbestos removed		

Plans are not to scale and should not be used for any other purpose

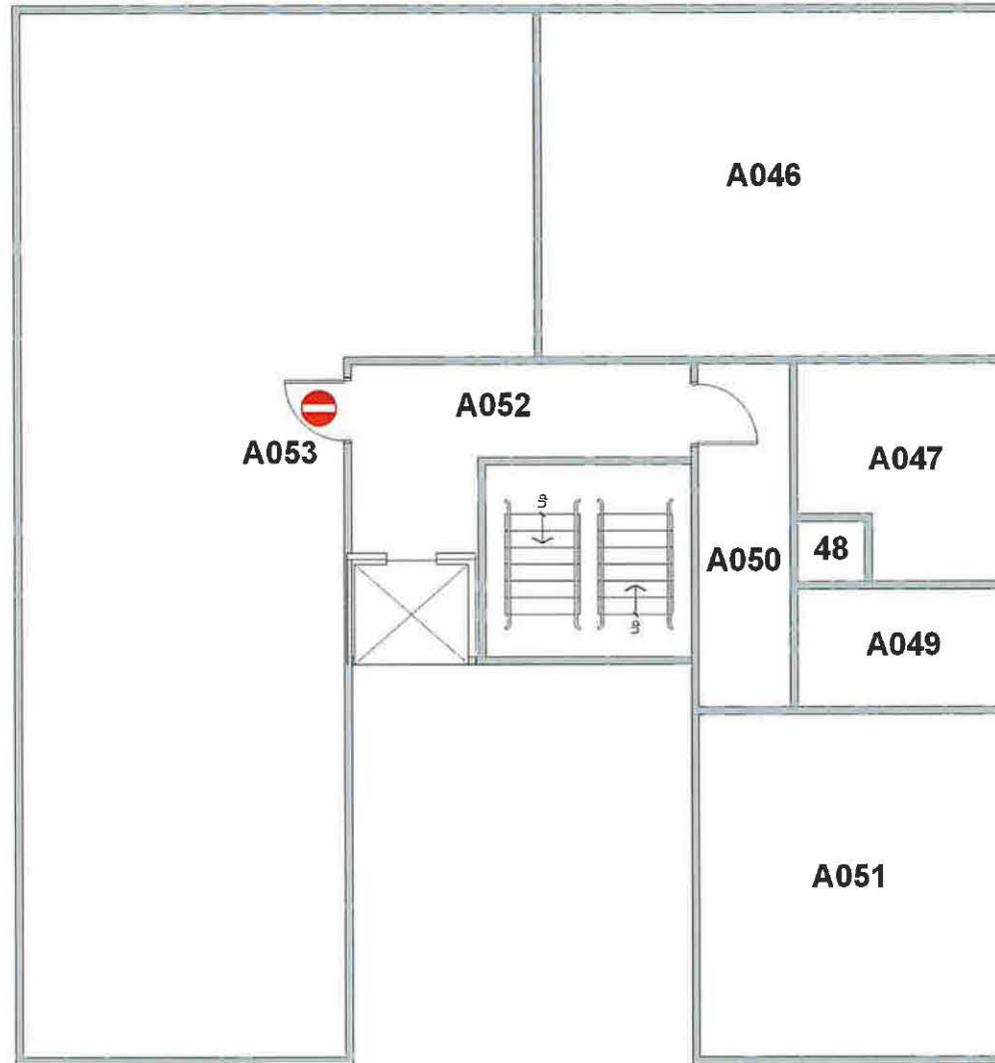


Client:	Glenny LLP	Key	High risk asbestos material	Key	No access at time of survey – presume asbestos materials present
Site:	40-41 Pall Mall, London	Medium risk asbestos material			
Floor Plan:	Second Floor	Low risk / very low risk asbestos material			
Original Survey No:	153272	Non-asbestos material			
Original Survey Date:	April 2018	Asbestos removed			

STRATEGIC RISK
MANAGEMENT (ASBESTOS) LTD

Plans are not to scale and should not be used for any other purpose

Page of



Client:	Glenny LLP	Key	High risk asbestos material	Key	No access at time of survey – presume asbestos materials present
Site:	40-41 Pall Mall, London	Medium risk asbestos material			
Floor Plan:	Fourth Floor	Low risk / very low risk asbestos material			
Original Survey No:	153272	Non-asbestos material			
Original Survey Date:	April 2018	Asbestos removed			

STRATEGIC RISK
MANAGEMENT (ASBESTOS) LTD

Plans are not to scale and should not be used for any other purpose

Page of

Absent Landlord Insurance

Insurance Product Information Document

This insurance is provided by Liberty Mutual Insurance Europe SE ('the Insurer') through its UK branch, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (registered number 829959).

This Insurance Product Information Document provides a summary of the standard cover, exclusions and obligations under your policy. Complete information is provided in your policy documents, and we would draw your attention to the schedule which contains details unique to this policy including, where appropriate, additional terms under a section headed Additional Policy Clauses.

What is this type of insurance?

This Absent Landlord Insurance policy provides cover where the landlord is missing, unresponsive or insolvent at the policy commencement date, but subsequently attempts to terminate the lease due to outstanding arrears and/or lack of prior consent for assignment of the lease or previous alterations to the property.



What is insured?

- ✓ The cost of defending or prosecuting any legal proceedings, including the cost of seeking relief from forfeiture of the lease
- ✓ Damages, compensation and costs awarded against you by a Court or Tribunal
- ✓ The expense of complying with an injunction, or an undertaking given by the Insurer in your name
- ✓ Reduction in market value of the property if the lease is terminated
- ✓ Any other costs and expenses incurred with the Insurer's prior written agreement.



What is not insured?

Claims arising from or relating to:

- ✗ rent, service charge or other fees due under the lease, relating to your own period of ownership of the Property, after the policy commencement date
- ✗ works completed at the property less than 12 months prior to the policy commencement date
- ✗ the property having been formed by conversion or sub-division without the prior consent of the landlord.



Are there any restrictions on cover?

- ! The policy does not cover claims for any rent, service charge or other fees due under the lease which relate to your own period of ownership of the Property, after the policy commencement date
- ! Cover only applies for the use and/or works at the property as stated in the policy
- ! The total amount payable by the Insurer for all claims made under the policy will not exceed the Policy Limit stated on the policy schedule.



Where am I covered?

- ✓ You are covered for claims arising in relation to the property stated on the policy schedule.



What are my obligations?

- You must pay rent, services charges or other fees which become due under the lease after the policy commencement date relating to your own ownership of the Property, following any demand from the landlord
- You must otherwise continue to observe the terms and conditions of the lease
- You, or anyone acting on your behalf, must not:
 - disclose the existence of this policy to any third party other than genuine prospective purchasers, lenders, lessees and their legal advisers, without our prior written consent
 - take or fail to take steps which result in losses as outlined in the Cover section
 - enter into any negotiations or take steps to compromise or settle a claim made against you, without our prior written consent
- You must provide details to us of any potential claim as soon as reasonably practicable.

**When and how do I pay?**

Please liaise with your legal advisor or insurance intermediary, as appropriate, who will have been provided with details of the arrangements for payment of the single premium due for this policy.

**When does the cover start and end?**

The policy starts from the date stated in your policy schedule and continues indefinitely.

**How do I cancel the policy?**

This policy can be cancelled by contacting us within 14 days of the policy commencement date or the day on which you receive the policy, whichever is the later, provided all insured parties (such as lenders holding a mortgage or charge on the property) consent to cancellation. You will receive a full refund of premium, as long as there are no potential or actual claims pending under the policy.

Liberty Legal Indemnities

Policy schedule: Absent Landlord Insurance

Policy number	CLI23186456
Premium	£550.00 (inclusive of Insurance Premium Tax)
Insurer	LIBERTY LEGAL INDEMNITIES – Underwritten by Liberty Mutual Insurance Europe SE, UK Branch under Binding Authority Contract Number RNMFP2303842
Insured	The current and future owner(s) of the leasehold interest in the Property and any bank, building society or other lender holding a mortgage or charge against the leasehold title to the Property
Policy Limit	£6,900,000 increasing by 10% compound interest per annum on each anniversary of the Policy Commencement Date but not exceeding 200% of the original Policy Limit at the Policy Commencement Date
Policy Commencement Date	13 October 2023
Policy Term	The policy runs indefinitely from the Policy Commencement Date, subject to the terms of this policy
Property	40 and 41 Pall Mall London SW1Y 5JQ
Insured Risk	The landlord is either missing, fails to respond to communications, or is in receivership/liquidation on the Policy Commencement Date.
Insured Use	Continued use as commercial or mixed commercial and residential premises, as in existence and which has remained unaltered for at least 12 months at the Policy Commencement Date.

Additional policy clauses

The following clauses amend or apply in addition to any contained in the policy and should be read in conjunction with the full wording.

EXCLUSION	This policy excludes any claims made by or on behalf of the owners of title number LN241416 (including any new title numbers arising from the sub-division of this title, after the Policy Commencement Date).
------------------	--

Date policy signed	17/10/2023
---------------------------	------------

Liberty Legal Indemnities

Policy wording: Absent Landlord Insurance

This policy and policy schedule are one contract and any word or expression to which a specific meaning has been given in the Schedule shall have that meaning throughout.

The law of England and Wales will apply to this contract unless otherwise specifically agreed between the Insurer and the Insured.

Operation of Cover

- a. In return for payment of the Premium, the Insurer agrees to protect the Insured during the Policy Term against loss incurred as outlined in the Cover section, subject to the terms and conditions of this policy
- b. The Insured agrees to comply with the terms and conditions of this policy. If the Insured fails to comply with any of the terms and conditions, the Insurer may refuse to pay all or part of any claim, or reduce the amount paid to the extent that the Insured's breach is responsible for increasing the losses and/or expenses incurred
- c. In providing this policy and confirming its terms and Premium, the Insurer relied on information provided by the Insured (including parties acting on their behalf) prior to the Policy Commencement Date. The Insured must take care when answering any questions and ensure that all information provided is accurate and complete. If the Insurer establishes that the Insured (including any parties acting on their behalf):
 - i. deliberately or recklessly provided false or misleading information, the Insurer may treat this policy as though it had never existed and refuse all claims for that Insured
 - ii. carelessly provided false or misleading information, this may adversely affect the cover provided to that Insured. If the Insurer would not have provided the Insured with the policy they may treat this policy as though it had never existed and refuse to pay claims but must return the Premium. If the Insurer would have offered this policy on different terms then the Insurer may apply these amended terms. If the Insurer would have charged more premium for this policy the Insurer may reduce proportionately the amount to be paid on a claim.
- d. The total liability of the Insurer under this policy will not exceed the Policy Limit.

Non-Invalidation Clause

The interest of any Insured under this policy will not be invalidated or affected by any other party breaching the policy terms and conditions, or providing false or misleading information to the Insurer, unless:

- a. such party acted on the Insured's behalf or with the Insured's knowledge and consent
 - b. where the Insured is a successor in title, they had knowledge of a breach of the policy terms or conditions, or that false or misleading information has been provided to the Insurer prior to the Policy Commencement Date.
-

Cover

In the event of the landlord exercising or attempting to exercise rights of re-entry arising from failure to:

1. pay outstanding ground rent in accordance with the terms of the lease and/or
2. obtain prior consent to
 - assignment of the lease and/or mortgage or charge secured on the Property
 - any alteration, extension and/or conversion works completed at least 12 months before the Policy Commencement Date

directly attributable to the Insured Risk, the Insurer will pay to or on behalf of the Insured, the following:

- a. the cost of defending or prosecuting legal proceedings in a court or tribunal whether the proceedings are brought by the person making the claim or in the name of the Insured, including the cost of seeking relief from forfeiture of the lease
- b. damages, compensation and costs and expenses awarded against the Insured by a court or tribunal
- c. the expense of complying with an injunction awarded against the Insured or undertaking given by the Insurer in the name of the Insured
- d. reduction in market value of the Property, in accordance with the Insured Use, where the Insured is unsuccessful in obtaining relief from forfeiture and the lease is terminated, the values to be determined by a surveyor with reference to prices current at the date of an order by a court or tribunal, or where the Insurer otherwise accepts liability. The surveyor will be appointed jointly by the parties or, in absence of mutual agreement, by the President for the time being of the Royal Institution of Chartered Surveyors. The cost of the survey shall be incurred by the Insurer.
- e. any other costs incurred with the written agreement of the Insurer for the purpose of settling any claim.

Policy Exclusion

Claims arising due to the Property having been formed following conversion or subdivision without the prior consent of the landlord.

General Exclusions

- a. If the Insured makes a fraudulent claim, the Insurer will not be liable to pay the claim and may recover from the Insured any sums already paid and on notifying the Insured, treat the policy as having been terminated from the time of the fraudulent act. The Insurer will not be liable for any loss, claim or potential claim occurring after the time of the fraudulent

Liberty Legal Indemnities

act and need not return any premium paid. Provided that cover for any other Insured will not be prejudiced, unless they were complicit to and/or aware of the fraudulent act and/or where parties committing the fraudulent act were acting on behalf of that Insured.

- b. The Insurer will not provide cover and make any payment or provide any other benefit otherwise due under this policy where doing so would expose the Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America
- c. This policy will not cover any claim involving the use of or inability to use a computer, including devices such as smart phones, tablets and wearable technology.

General Conditions

- a. Any act or omission by the Insured or anyone acting on the Insured's behalf which in whole or in part results in losses or expenses as specified in the Cover section, may entitle the Insurer to reject claims made by the Insured, refuse to pay part of any claim, or reduce the amount paid, to the extent that the Insured's breach is responsible for those losses and/or expenses incurred
- b. The Insured or anyone acting on the Insured's behalf will not without the Insurer's prior written consent disclose the existence of this policy, or any information relating to it, to any third party other than genuine, prospective purchasers, their lenders, lessees and respective legal advisers
- c. The Insured will pay rent, service charges or other fees relating to their period of ownership of the Property, which become due after the Policy Commencement Date, following receipt of a demand from the landlord in accordance with the terms of the lease, and will continue to observe covenants and provisions so far as able and/or when called upon to do so.

Liberty Legal Indemnities

Claims conditions

1. Duties of the Insured

On becoming aware of any potential or actual circumstance which may give rise to a claim under this policy, the Insured must: -

- a. provide written notice and details to the Insurer, without unnecessary delay
- b. not admit any liability whatsoever, enter into any negotiations or take steps to compromise or settle the claim, without the consent of the Insurer
- c. provide all necessary information and assistance the Insurer (and/or their agents, solicitors or surveyors) reasonably requires, at the Insured's own expense.

2. Rights of the Insurer

In dealing with the claim under this policy the Insurer will at their discretion be entitled to: -

- a. appoint professional advisors to act for the Insured
- b. take or defend proceedings in any court or tribunal in the Insured's name
- c. exercise in the Insured's name any rights available to the Insured in any proceedings including the right to abandon or submit to judgement
- d. compromise, settle or compound the claim and deal in such manner as they think fit
- e. pay at any time to the Insured the amount of the Policy Limit or any lesser amount for which the claim can be settled and then relinquish control of and have no further involvement with the claim.

3. Abandonment of the Property

The Insured will not be entitled to abandon the Property to the Insurer.

4. Other Insurance

If the Insured may be entitled to make a claim under other insurance, either wholly or partly in respect of the same interest or risk covered by this policy, the Insurer will not be liable to pay more than their proportion of the claim based on the total policy limits under all policies.

5. Arbitration

The Insured and the Insurer can mutually agree to refer to an arbitrator any difference that arises as to the amount to be paid under this policy (liability being otherwise admitted). In the absence of an agreement to use a specific arbitrator, an arbitrator will be appointed by the Chartered Institute of Arbitrators in accordance with the law at that time. This clause does not affect any rights of the Insured under consumer regulations to refer a complaint to the Financial Ombudsman Service, in accordance with the Complaints procedure, prior to, during or subsequent to any arbitration process.

Liberty Legal Indemnities

Cancellation rights and notifying claims and complaints

Cancelling the policy

This policy can be cancelled by contacting us within 14 days of the Policy Commencement Date or the day on which you receive the policy, whichever is the later, provided all insured parties (including lenders holding a mortgage or charge on the Property) consent to this. You will receive a full refund of premium, as long as there are no circumstances which may give rise to a claim under the policy.

If you wish to cancel this policy, please write (quoting your policy number) to The Underwriting Manager, Countrywide Legal Indemnities, 3 St James Court, Whitefriars, Norwich, NR3 1RJ.

Claims notification

If anything should happen which might give rise to a claim under the policy, please forward full details to Countrywide Legal Indemnities by

- Writing to The Claims Manager, Countrywide Legal Indemnities, 3 St James Court, Whitefriars, Norwich, Norfolk NR3 1RJ
- Telephoning 01603 617617
- Emailing claims@cli.co.uk

Complaints

Any complaint should be raised in the first instance with our Underwriting Manager by:

- writing to the Underwriting Manager, Countrywide Legal Indemnities, 3 St James Court, Whitefriars Norwich, NR3 1RJ
- telephoning 01603 617617, or;
- emailing complaints@cli.co.uk

If it is not possible to resolve the complaint to your satisfaction by close of business of the third working day following receipt, we will send you a written acknowledgement and refer your complaint to the Complaints Manager at Liberty Specialty Markets for and on behalf of Liberty Mutual Insurance Europe SE at 20 Fenchurch Street, London EC3M 3AW ("Liberty"). Liberty will aim to resolve your complaint within 14 days. In the unlikely event that Liberty are unable to resolve your complaint within this time, they will write to let you know. At the very latest, you will receive a response to your complaint within 8 weeks of receipt.

If you are still not satisfied with the response provided, or you have not received a response within the 8 week period, you may refer your complaint to the Financial Ombudsman Service (www.financial-ombudsman.org.uk). Further details will be provided at this stage of the complaints process.

Because Liberty Mutual Insurance Europe SE is registered as a Luxembourg insurance company, you are also entitled to refer the dispute to any of the following dispute resolution bodies instead of referring to the Financial Ombudsman Service: Commissariat aux Assurances (www.caa.lu), Service National du Médiateur de la consommation (www.mediateurconsommation.lu) or Médiateur en Assurances (www.ulc.lu/fr). Again more details will be provided during the complaints process.

In all cases please quote the Policy Number shown in the Policy Schedule.

Are we covered by the Financial Services Compensation Scheme (FSCS)?

The Insurer is covered by the FSCS. You may be entitled to compensation from the scheme if they cannot meet their obligations. This will depend on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS who can be contacted at:

Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY.

The FSCS website may be viewed at www.fscs.org.uk

Liberty Legal Indemnities

Notices

Privacy policy - how Liberty Legal Indemnities uses your personal data

Liberty takes the protection of your personal data seriously and is committed to protecting your privacy. There are a number of different companies within our group. The specific company which acts as the "data controller" of your personal data will be the organisation providing your policy as set out in the documentation that is provided to you. If you are unsure you can also contact us at any time by e-mailing us at dataprotectionofficer@libertyglobalgroup.com or by post at Data Protection Officer, Liberty Specialty Markets, 20 Fenchurch Street, London EC3M 3AW, UK.

In order for us to deliver our insurance services, deal with any claims or complaints that might arise and prevent and detect fraud, we need to collect and process personal data. The type of personal data that we collect will depend on our relationship with you: for example as a policyholder, third party claimant or witness to an incident. Your information will also be used for business and management activities such as financial management and analysis. This may involve sharing your information with, and obtaining information about you from, our group companies and third parties such as brokers, credit reference agencies, claims handlers and loss adjusters, professional advisors, our regulators or fraud prevention agencies. We also collect personal data about our suppliers and business partners (such as brokers) for the purposes of business management and relationship development.

For further information on how your information is used and the rights that you have please see privacy notice available at www.libertyspecialtymarkets.com/privacy-cookies. Please contact us using the details above if you wish to see the privacy notice in hard copy.

About the Insurer

Liberty Mutual Insurance Europe SE (LMIE) trading as Liberty Specialty Markets, is a member of the Liberty Mutual Insurance Group. LMIE's registered office is 5-7 rue Leon Laval, L-3372, Leudelange, Grand Duchy of Luxembourg, Registered Number B232280 (Registre de Commerce et des Sociétés). LMIE is a European public limited liability company and is supervised by the Commissariat aux Assurances and licensed by the Luxembourg Minister of Finance as an insurance and reinsurance company.

This insurance is provided by LMIE through its UK branch at 20 Fenchurch Street, London, EC3M 3AW, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (registered number 829959). www.libertyspecialtymarkets.com.

Leasehold Restrictive Covenants and Outstanding Rights and Easements Insurance

Insurance Product Information Document

This insurance is provided by Liberty Mutual Insurance Europe SE ('the Insurer') through its UK branch, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (registered number 829959).

This Insurance Product Information Document provides a summary of the standard cover, exclusions and obligations under your policy. Complete information is provided in your policy documents, and we would draw your attention to the schedule which contains details unique to this policy including, where appropriate, additional terms under a section headed Additional Policy Clauses.

What is this type of insurance?

This Leasehold Restrictive Covenant and Outstanding Rights and Easements Insurance policy provides cover should your landlord attempt to enforce restrictive covenants in the lease of your property and/or where any third parties attempt to exercise rights of way and/or easements for services, as contained in the missing or illegible lease for your property, but full details of which are unknown. It is designed to help your property transaction proceed by providing an alternative to contacting your landlord for consent under the covenants and contacting any third party for a release of any rights affecting your property.



What is insured?

- ✓ The cost of defending or prosecuting any legal proceedings
- ✓ Damages, compensation and costs awarded against you by a Court or Tribunal
- ✓ The expense of complying with an injunction, or an undertaking given by the Insurer in your name
- ✓ Reduction in market value of the property following enforcement of the restrictive covenants and/or attempts to exercise the rights or easements
- ✓ Any other costs and expenses incurred with the Insurer's prior written agreement.



What is not insured?

Claims relating to:

- ✗ the property having been formed following conversion or subdivision, without the prior consent of the landlord.
- ✗ rights physically exercised over, through, beneath or above the demise of the property at the policy commencement date
- ✗ the enforcement of any restrictive covenants, rights or easements not specified on the policy schedule.



Are there any restrictions on cover?

- ! Cover only applies for the use and/or works at the property as stated on the policy schedule
- ! The total amount payable by the Insurer for all claims made under the policy will not exceed the Policy Limit stated on the policy schedule.



Where am I covered?

- ✓ You are covered for claims arising in relation to the property stated on the policy schedule.



What are my obligations?

- You must pay rent, service charges or other fees which become due under the lease after the policy commencement date, following any demand from the landlord
- You must otherwise continue to observe the terms and conditions of the lease
- You, or anyone acting on your behalf, must not:
 - disclose the existence of this policy to any third party other than genuine prospective

- purchasers, lenders, lessees and their legal advisers, without our prior written consent take or fail to take steps which result in losses as outlined in the Cover section, as this may entitle the Insurer to reject or reduce claims for those losses
- enter into any negotiations or take steps to compromise or settle a claim made against you, without our prior written consent
- You must provide details to us of any potential claim as soon as reasonably practicable.

**When and how do I pay?**

Please liaise with your legal advisor or insurance intermediary, as appropriate, who will have been provided with details of the arrangements for payment of the single premium due for this policy.

**When does the cover start and end?**

The policy starts from the date stated in your policy schedule and continues indefinitely.

**How do I cancel the policy?**

This policy can be cancelled by contacting us within 14 days of the policy commencement date or the day on which you receive the policy, whichever is the later, provided all insured parties (such as lenders holding a mortgage or charge on the property) consent to cancellation. You will receive a full refund of premium, as long as there are no potential or actual claims pending under the policy.

Liberty Legal Indemnities

Policy schedule: Leasehold Restrictive Covenants and Outstanding Rights and Easements Insurance

Policy number	CLI23186800
Premium	£1,250.00 (inclusive of Insurance Premium Tax)
Insurer	LIBERTY LEGAL INDEMNITIES – Underwritten by Liberty Mutual Insurance Europe SE, UK Branch under Binding Authority Contract Number RNMFP2303842
Insured	The current and future owner(s) of the Property, their lessees and any bank, building society or other lender holding a mortgage or charge on the Property.
Policy Limit	£6,900,000 increasing by 10% compound interest per annum on each anniversary of the Policy Commencement Date but not exceeding 200% of the original Policy Limit at the Policy Commencement Date
Policy Commencement Date	13 October 2023
Policy Term	The policy runs indefinitely from the Policy Commencement Date, subject to the terms of this policy
Property	40 and 41 Pall Mall London SW1Y 5JQ
Insured Risk	<p>The lease of the Property is either missing or illegible (with pages missing, if applicable), which may contain:</p> <ol style="list-style-type: none">restrictive covenants which may have been breached by extensions, additions or alterations as existing, which have remained unaltered for at least 12 months at the Policy Commencement Daterights of way and easements for services, which may have been obstructed by the Insured Use, but the precise details of which are unknown.
Insured Use	Continued use as commercial or mixed commercial and residential premises, including any extensions, additions or alterations, as in existence and which has remained unaltered for at least 12 months at the Policy Commencement Date.

Additional policy clauses

The following clauses amend or apply in addition to any contained in the policy and should be read in conjunction with the full wording.

Liberty Legal Indemnities

EXCLUSION

This policy excludes any claims made by or on behalf of the owners of title number LN241416 (including any new title numbers arising from the sub-division of this title, after the Policy Commencement Date).

Date policy signed

18/10/2023

Liberty Legal Indemnities

Policy wording: Leasehold Restrictive Covenants and Outstanding Rights and Easements Insurance

This policy and policy schedule are one contract and any word or expression to which a specific meaning has been given in the Schedule shall have that meaning throughout.

The law of England and Wales will apply to this contract unless otherwise specifically agreed between the Insurer and the Insured.

Operation of Cover

- a. In return for payment of the Premium, the Insurer agrees to protect the Insured during the Policy Term against loss incurred as outlined in the Cover section, subject to the terms and conditions of this policy
- b. The Insured agrees to comply with the terms and conditions of this policy. If the Insured fails to comply with any of the terms and conditions, the Insurer may refuse to pay all or part of any claim, or reduce the amount paid to the extent that the Insured's breach is responsible for increasing the losses and/or expenses incurred
- c. In providing this policy and confirming its terms and Premium, the Insurer relied on information provided by the Insured (including parties acting on their behalf) prior to the Policy Commencement Date. The Insured must take care when answering any questions and ensure that all information provided is accurate and complete. If the Insurer establishes that the Insured (including any parties acting on their behalf):
 - i. deliberately or recklessly provided false or misleading information, the Insurer may treat this policy as though it had never existed and refuse all claims for that Insured
 - ii. carelessly provided false or misleading information, this may adversely affect the cover provided to that Insured. If the Insurer would not have provided the Insured with the policy they may treat this policy as though it had never existed and refuse to pay claims but must return the Premium. If the Insurer would have offered this policy on different terms then the Insurer may apply these amended terms. If the Insurer would have charged more premium for this policy the Insurer may reduce proportionately the amount to be paid on a claim.
- d. The total liability of the Insurer under this policy will not exceed the Policy Limit.

Non-Invalidation Clause

The interest of any Insured under this policy will not be invalidated or affected by any other party breaching the policy terms and conditions, or providing false or misleading information to the Insurer, unless:

- a. such party acted on the Insured's behalf or with the Insured's knowledge and consent
 - b. where the Insured is a successor in title, they had knowledge of a breach of the policy terms or conditions, or that false or misleading information has been provided to the Insurer prior to the Policy Commencement Date.
-

Cover

In the event of: -

1. the landlord attempting to enforce the restrictive covenants, including attempting to determine the lease of the Property, and/or
2. any person(s) or corporation attempting to establish and exercise any right of way or easement for services contained in the lease of the Property, adverse to the Insured's title to the Property ('Adverse Interest')

directly attributable to the Insured Risk, the Insurer will pay to or on behalf of the Insured, the following:

- a. the cost of defending or prosecuting legal proceedings in a court or tribunal whether the proceedings are brought by the person making the claim or in the name of the Insured, including the cost of seeking relief from forfeiture of the lease
- b. damages, compensation and costs and expenses awarded against the Insured by a court or tribunal
- c. the expense of complying with an injunction awarded against the Insured or undertaking given by the Insurer in the name of the Insured
- d. reduction in market value of the Property, in accordance with the Insured Use, being:
 - i. where the Insured is unsuccessful in obtaining relief from forfeiture and the lease is terminated
 - ii. the difference between the market value of the Property on the assumption that there is no Adverse Interest and to the extent that the Adverse Interest exists and is capable of being enforcedthe values to be determined by a surveyor with reference to prices current at the date of an order by a court or tribunal, or where the Insurer otherwise accepts liability. The surveyor will be appointed jointly by the parties or, in absence of mutual agreement, by the President for the time being of the Royal Institution of Chartered Surveyors. The cost of the survey shall be incurred by the Insurer.
- e. any other costs incurred with the written agreement of the Insurer for the purpose of settling any claim.

Policy Exclusions

Claims arising from or relating to: -

Liberty Legal Indemnities

- a. the Property having been formed following conversion or subdivision without the prior consent of the landlord
- b. rights physically exercised over, through, beneath or above the demise of the Property at the Policy Commencement Date.

General Exclusions

- a. If the Insured makes a fraudulent claim, the Insurer will not be liable to pay the claim and may recover from the Insured any sums already paid and on notifying the Insured, treat the policy as having been terminated from the time of the fraudulent act. The Insurer will not be liable for any loss, claim or potential claim occurring after the time of the fraudulent act and need not return any premium paid. Provided that cover for any other Insured will not be prejudiced, unless they were complicit to and/or aware of the fraudulent act and/or where parties committing the fraudulent act were acting on behalf of that Insured.
- b. The Insurer will not provide cover and make any payment or provide any other benefit otherwise due under this policy where doing so would expose the Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America
- c. This policy will not cover any claim involving the use of or inability to use a computer, including devices such as smart phones, tablets and wearable technology.

General Conditions

- a. Any act or omission by the Insured or anyone acting on the Insured's behalf which in whole or in part results in losses or expenses as specified in the Cover section, may entitle the Insurer to reject claims made by the Insured, refuse to pay part of any claim, or reduce the amount paid, to the extent that the Insured's breach is responsible for those losses and/or expenses incurred
- b. The Insured or anyone acting on the Insured's behalf will not without the Insurer's prior written consent disclose the existence of this policy, or any information relating to it, to any third party other than genuine prospective purchasers, their lenders, lessees and respective legal advisers
- c. The Insured will pay rent, service charges or other fees payable in accordance with the terms of the lease after receiving a demand from the landlord and will continue to observe covenants and provisions so far as able and/or when called upon to do so.

Liberty Legal Indemnities

Claims conditions

1. Duties of the Insured

On becoming aware of any potential or actual circumstance which may give rise to a claim under this policy, the Insured must: -

- a. provide written notice and details to the Insurer, without unnecessary delay
- b. not admit any liability whatsoever, enter into any negotiations or take steps to compromise or settle the claim, without the consent of the Insurer
- c. provide all necessary information and assistance the Insurer (and/or their agents, solicitors or surveyors) reasonably requires, at the Insured's own expense.

2. Rights of the Insurer

In dealing with the claim under this policy the Insurer will at their discretion be entitled to: -

- a. appoint professional advisors to act for the Insured
- b. take or defend proceedings in any court or tribunal in the Insured's name
- c. exercise in the Insured's name any rights available to the Insured in any proceedings including the right to abandon or submit to judgement
- d. compromise, settle or compound the claim and deal in such manner as they think fit
- e. pay at any time to the Insured the amount of the Policy Limit or any lesser amount for which the claim can be settled and then relinquish control of and have no further involvement with the claim.

3. Abandonment of the Property

The Insured will not be entitled to abandon the Property to the Insurer.

4. Other Insurance

If the Insured may be entitled to make a claim under other insurance, either wholly or partly in respect of the same interest or risk covered by this policy, the Insurer will not be liable to pay more than their proportion of the claim based on the total policy limits under all policies.

5. Arbitration

The Insured and the Insurer can mutually agree to refer to an arbitrator any difference that arises as to the amount to be paid under this policy (liability being otherwise admitted). In the absence of an agreement to use a specific arbitrator, an arbitrator will be appointed by the Chartered Institute of Arbitrators in accordance with the law at that time. This clause does not affect any rights of the Insured under consumer regulations to refer a complaint to the Financial Ombudsman Service, in accordance with the Complaints procedure, prior to, during or subsequent to any arbitration process.

Liberty Legal Indemnities

Cancellation rights and notifying claims and complaints

Cancelling the policy

This policy can be cancelled by contacting us within 14 days of the Policy Commencement Date or the day on which you receive the policy, whichever is the later, provided all insured parties (including lenders holding a mortgage or charge on the Property) consent to this. You will receive a full refund of premium, as long as there are no circumstances which may give rise to a claim under the policy.

If you wish to cancel this policy, please write (quoting your policy number) to The Underwriting Manager, Countrywide Legal Indemnities, 3 St James Court, Whitefriars, Norwich, NR3 1RJ.

Claims notification

If anything should happen which might give rise to a claim under the policy, please forward full details to Countrywide Legal Indemnities by

- Writing to The Claims Manager, Countrywide Legal Indemnities, 3 St James Court, Whitefriars, Norwich, Norfolk NR3 1RJ
- Telephoning 01603 617617
- Emailing claims@cli.co.uk

Complaints

Any complaint should be raised in the first instance with our Underwriting Manager by:

- writing to the Underwriting Manager, Countrywide Legal Indemnities, 3 St James Court, Whitefriars Norwich, NR3 1RJ
- telephoning 01603 617617, or;
- emailing complaints@cli.co.uk

If it is not possible to resolve the complaint to your satisfaction by close of business of the third working day following receipt, we will send you a written acknowledgement and refer your complaint to the Complaints Manager at Liberty Specialty Markets for and on behalf of Liberty Mutual Insurance Europe SE at 20 Fenchurch Street, London EC3M 3AW ("Liberty"). Liberty will aim to resolve your complaint within 14 days. In the unlikely event that Liberty are unable to resolve your complaint within this time, they will write to let you know. At the very latest, you will receive a response to your complaint within 8 weeks of receipt.

If you are still not satisfied with the response provided, or you have not received a response within the 8 week period, you may refer your complaint to the Financial Ombudsman Service (www.financial-ombudsman.org.uk). Further details will be provided at this stage of the complaints process.

Because Liberty Mutual Insurance Europe SE is registered as a Luxembourg insurance company, you are also entitled to refer the dispute to any of the following dispute resolution bodies instead of referring to the Financial Ombudsman Service: Commissariat aux Assurances (www.caa.lu), Service National du Médiateur de la consommation (www.mediateurconsommation.lu) or Médiateur en Assurances (www.ulc.lu/fr). Again more details will be provided during the complaints process.

In all cases please quote the Policy Number shown in the Policy Schedule.

Are we covered by the Financial Services Compensation Scheme (FSCS)?

The Insurer is covered by the FSCS. You may be entitled to compensation from the scheme if they cannot meet their obligations. This will depend on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS who can be contacted at:

Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY.

The FSCS website may be viewed at www.fscs.org.uk

Liberty Legal Indemnities

Notices

Privacy policy - how Liberty Legal Indemnities uses your personal data

Liberty takes the protection of your personal data seriously and is committed to protecting your privacy. There are a number of different companies within our group. The specific company which acts as the "data controller" of your personal data will be the organisation providing your policy as set out in the documentation that is provided to you. If you are unsure you can also contact us at any time by e-mailing us at dataprotectionofficer@libertyglobalgroup.com or by post at Data Protection Officer, Liberty Specialty Markets, 20 Fenchurch Street, London EC3M 3AW, UK.

In order for us to deliver our insurance services, deal with any claims or complaints that might arise and prevent and detect fraud, we need to collect and process personal data. The type of personal data that we collect will depend on our relationship with you: for example as a policyholder, third party claimant or witness to an incident. Your information will also be used for business and management activities such as financial management and analysis. This may involve sharing your information with, and obtaining information about you from, our group companies and third parties such as brokers, credit reference agencies, claims handlers and loss adjusters, professional advisors, our regulators or fraud prevention agencies. We also collect personal data about our suppliers and business partners (such as brokers) for the purposes of business management and relationship development.

For further information on how your information is used and the rights that you have please see privacy notice available at www.libertyspecialtymarkets.com/privacy-cookies. Please contact us using the details above if you wish to see the privacy notice in hard copy.

About the Insurer

Liberty Mutual Insurance Europe SE (LMIE) trading as Liberty Specialty Markets, is a member of the Liberty Mutual Insurance Group. LMIE's registered office is 5-7 rue Leon Laval, L-3372, Leudelange, Grand Duchy of Luxembourg, Registered Number B232280 (Registre de Commerce et des Sociétés). LMIE is a European public limited liability company and is supervised by the Commissariat aux Assurances and licensed by the Luxembourg Minister of Finance as an insurance and reinsurance company.

This insurance is provided by LMIE through its UK branch at 20 Fenchurch Street, London, EC3M 3AW, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (registered number 829959). www.libertyspecialtymarkets.com.

Lack of Listed Building, Conservation Area, Planning and Building Regulations Consent Insurance

Insurance Product Information Document

This insurance is provided by Liberty Mutual Insurance Europe SE ('the Insurer') through its UK branch, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (registered number 829959).

This Insurance Product Information Document provides a summary of the standard cover, exclusions and obligations under your policy. Complete information is provided in your policy documents, and we would draw your attention to the schedule which contains details unique to this policy including, where appropriate, additional terms under a section headed Additional Policy Clauses.

What is this type of insurance?

This Lack of Listed Building, Conservation Area, Planning and Building Regulations Consent Insurance policy provides cover where works have previously been completed at the property without evidence of listed building, conservation area, planning and/or building regulations consent and the local authority issues an enforcement notice. It is designed to help your property transaction proceed by providing an alternative to contacting the local authority for retrospective consent.



What is insured?

- ✓ The cost of defending enforcement action, including any costs and expenses awarded against you
- ✓ The expense of complying with enforcement action or an undertaking given by the Insurer in your name, including the cost of demolishing, altering or reinstating any part of the property
- ✓ Reduction in market value of the property following enforcement action
- ✓ Any other costs and expenses incurred with the Insurer's prior written agreement.



What is not insured?

Claims arising from or relating to:

- ✗ defective works and general maintenance and repairs, where there is no enforcement action
- ✗ additional works carried out to the property after the policy commencement date
- ✗ any works where consent was refused by the local authority prior to the policy commencement date (unless noted as exempt from this exclusion under an Additional Policy Clause added to the policy schedule)
- ✗ structural defects identified in any survey carried out for and on behalf of any insured
- ✗ the property having been formed following conversion or sub-division to a flat
- ✗ any self-contained private dwelling or outbuilding used for residential accommodation, which is separate to the main dwelling.



Are there any restrictions on cover?

- ! The policy does not cover claims where there is no enforcement action by the local authority, including those where there are defective works and/or general maintenance and repairs are required
- ! The policy cover and premium reflect the property in existence on the policy commencement date. Any subsequent work or changes at the property are undertaken at your own risk
- ! The total amount payable by the Insurer for all claims made under the policy will not exceed the Policy Limit stated on the policy schedule.



Where am I covered?

- ✓ You are covered for claims arising in relation to the property stated on the policy schedule.



What are my obligations?

- You, or anyone acting on your behalf, must not:
 - communicate with the local authority in relation to the insured risk, including applying for retrospective consent. Any such contact is at your own risk
 - disclose the existence of this policy to any third party other than genuine prospective purchasers, lenders, lessees and their legal advisers, without our prior written consent
 - take or fail to take steps which result in losses as outlined in the Cover section
 - enter into any negotiations or take steps to compromise or settle a claim made against you, without our prior written consent.
- You must provide details to us of any potential claim as soon as reasonably practicable.



When and how do I pay?

Please liaise with your legal advisor or insurance intermediary, as appropriate, who will have been provided with details of the arrangements for payment of the single premium due for this policy.



When does the cover start and end?

The policy starts from the date stated in your policy schedule and continues indefinitely.



How do I cancel the policy?

This policy can be cancelled by contacting us within 14 days of the policy commencement date or the day on which you receive the policy, whichever is the later, provided all insured parties (such as lenders holding a mortgage or charge on the property) consent to cancellation. You will receive a full refund of premium, as long as there are no potential or actual claims pending under the policy.

Liberty Legal Indemnities

Policy schedule: Lack of Listed Building, Conservation Area, Planning and Building Regulations Consent Insurance

Policy number	CLI23186802
Premium	£6,000.00 (inclusive of Insurance Premium Tax)
Insurer	LIBERTY LEGAL INDEMNITIES – Underwritten by Liberty Mutual Insurance Europe SE, UK Branch under Binding Authority Contract Number RNMFP2303842
Insured	The current and future owner(s) of the Property, their lessees and any bank, building society or other lender holding a mortgage or charge on the Property.
Policy Limit	£6,900,000 increasing by 10% compound interest per annum on each anniversary of the Policy Commencement Date but not exceeding 200% of the original Policy Limit at the Policy Commencement Date
Policy Commencement Date	13 October 2023
Policy Term	The policy runs indefinitely from the Policy Commencement Date, subject to the terms of this policy
Property	40 and 41 Pall Mall London SW1Y 5JQ
Insured Risk	Lack of evidence of:

1. listed buildings, conservation area consent, planning and/or building regulations consent (including FENSA and/or other installation certificates as appropriate) for extensions, additions or alterations completed at the Property at least 5 years prior to the Policy Commencement Date.

2. planning permission for the change of use of the ground floor of the Property as two commercial units, where such use commenced and has been in existence continuously for at least 4 years prior to the Policy Commencement Date

Insured Use Continued use as commercial or mixed commercial and residential premises, as in

Liberty Legal Indemnities

existence and which has remained unaltered for at least 12 months at the Policy Commencement Date.

Date policy signed 18/10/2023

Liberty Legal Indemnities

Policy wording: Lack of Listed Building, Conservation Area, Planning and Building Regulations Consent Insurance

This policy and policy schedule are one contract and any word or expression to which a specific meaning has been given in the Schedule shall have that meaning throughout.

The law of England and Wales will apply to this contract unless otherwise specifically agreed between the Insurer and the Insured.

Operation of Cover

- a. In return for payment of the Premium, the Insurer agrees to protect the Insured during the Policy Term against loss incurred as outlined in the Cover section, subject to the terms and conditions of this policy
- b. The Insured agrees to comply with the terms and conditions of this policy. If the Insured fails to comply with any of the terms and conditions, the Insurer may refuse to pay all or part of any claim, or reduce the amount paid to the extent that the Insured's breach is responsible for increasing the losses and/or expenses incurred
- c. In providing this policy and confirming its terms and Premium, the Insurer relied on information provided by the Insured (including parties acting on their behalf) prior to the Policy Commencement Date. The Insured must take care when answering any questions and ensure that all information provided is accurate and complete. If the Insurer establishes that the Insured (including any parties acting on their behalf):
 - i. deliberately or recklessly provided false or misleading information, the Insurer may treat this policy as though it had never existed and refuse all claims for that Insured
 - ii. carelessly provided false or misleading information, this may adversely affect the cover provided to that Insured. If the Insurer would not have provided the Insured with the policy they may treat this policy as though it had never existed and refuse to pay claims but must return the Premium. If the Insurer would have offered this policy on different terms then the Insurer may apply these amended terms. If the Insurer would have charged more premium for this policy the Insurer may reduce proportionately the amount to be paid on a claim.
- d. The total liability of the Insurer under this policy will not exceed the Policy Limit.

Non-Invalidation Clause

The interest of any Insured under this policy will not be invalidated or affected by any other party breaching the policy terms and conditions, or providing false or misleading information to the Insurer, unless:

- a. such party acted on the Insured's behalf or with the Insured's knowledge and consent
 - b. where the Insured is a successor in title, they had knowledge of a breach of the policy terms or conditions, or that false or misleading information has been provided to the Insurer prior to the Policy Commencement Date.
-

Cover

In the event of the local authority issuing a listed building, conservation area and/or planning enforcement notice and/or Section 36 notice under the Building Act 1984 or legal proceedings in a court ('Enforcement Action') directly attributable to the Insured Risk, the Insurer will pay to or on behalf of the Insured, the following:

- a. the cost of defending Enforcement Action including costs and expenses awarded against the Insured
- b. the expense of complying with Enforcement Action or undertaking given by the Insurer in the name of the Insured including the cost of demolishing, altering or reinstating any part of the Property
- c. reduction in market value of the Property in accordance with the Insured Use, being the difference between the market value immediately before and after Enforcement Action, the values to be determined by a surveyor with reference to prices current at the date of an order by a court or tribunal, or where the Insurer otherwise accepts liability. The surveyor will be appointed jointly by the parties or, in absence of mutual agreement, by the President for the time being of the Royal Institution of Chartered Surveyors. The cost of the survey shall be incurred by the Insurer.
- d. any other costs incurred with the written agreement of the Insurer for the purpose of settling any claim.

Policy Exclusions

Claims arising from or relating to: -

- a. additional works carried out to the Property after the Policy Commencement Date
- b. any works or use for which consent was refused by the local authority prior to the Policy Commencement Date (unless the Insurer has included an Additional Policy Clause on the policy schedule stating that any such works and/or use are not subject to this exclusion)
- c. structural defects identified in any building survey, home buyers report or mortgage valuation survey carried out for or on behalf of any one or more of the Insured.
- d. the Property having been formed following conversion or subdivision to a flat
- e. any self-contained private dwelling or outbuilding used for residential accommodation which is separate to the main private dwelling located at the Property.

Liberty Legal Indemnities

General Exclusions

- a. If the Insured makes a fraudulent claim, the Insurer will not be liable to pay the claim and may recover from the Insured any sums already paid and on notifying the Insured, treat the policy as having been terminated from the time of the fraudulent act. The Insurer will not be liable for any loss, claim or potential claim occurring after the time of the fraudulent act and need not return any premium paid. Provided that cover for any other Insured will not be prejudiced, unless they were complicit to and/or aware of the fraudulent act and/or where parties committing the fraudulent act were acting on behalf of that Insured.
- b. The Insurer will not provide cover and make any payment or provide any other benefit otherwise due under this policy where doing so would expose the Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America
- c. This policy will not cover any claim involving the use of or inability to use a computer, including devices such as smart phones, tablets and wearable technology.

General Conditions

- a. Any act or omission by the Insured or anyone acting on the Insured's behalf which in whole or in part results in losses or expenses as specified in the Cover section, may entitle the Insurer to reject claims made by the Insured, refuse to pay part of any claim, or reduce the amount paid, to the extent that the Insured's breach is responsible for those losses and/or expenses incurred
- b. The Insured or anyone acting on the Insured's behalf will not:
 - i. without the Insurer's prior written consent, disclose the existence of this policy, or any information relating to it, to any third party other than genuine prospective purchasers, their lenders, lessees and respective legal advisers
 - ii. communicate with the local authority in relation to the Insured Risk, including applying for retrospective listed building, conservation area, planning and/or building regulations consent.

Liberty Legal Indemnities

Claims conditions

1. Duties of the Insured

On becoming aware of any potential or actual circumstance which may give rise to a claim under this policy, the Insured must: -

- a. provide written notice and details to the Insurer, without unnecessary delay
- b. not admit any liability whatsoever, enter into any negotiations or take steps to compromise or settle the claim, without the consent of the Insurer
- c. provide all necessary information and assistance the Insurer (and/or their agents, solicitors or surveyors) reasonably requires, at the Insured's own expense.

2. Rights of the Insurer

In dealing with the claim under this policy the Insurer will at their discretion be entitled to: -

- a. appoint professional advisors to act for the Insured
- b. take or defend proceedings in any court or tribunal in the Insured's name
- c. exercise in the Insured's name any rights available to the Insured in any proceedings including the right to abandon or submit to judgement
- d. compromise, settle or compound the claim and deal in such manner as they think fit
- e. pay at any time to the Insured the amount of the Policy Limit or any lesser amount for which the claim can be settled and then relinquish control of and have no further involvement with the claim.

3. Abandonment of the Property

The Insured will not be entitled to abandon the Property to the Insurer.

4. Other Insurance

If the Insured may be entitled to make a claim under other insurance, either wholly or partly in respect of the same interest or risk covered by this policy, the Insurer will not be liable to pay more than their proportion of the claim based on the total policy limits under all policies.

5. Arbitration

The Insured and the Insurer can mutually agree to refer to an arbitrator any difference that arises as to the amount to be paid under this policy (liability being otherwise admitted). In the absence of an agreement to use a specific arbitrator, an arbitrator will be appointed by the Chartered Institute of Arbitrators in accordance with the law at that time. This clause does not affect any rights of the Insured under consumer regulations to refer a complaint to the Financial Ombudsman Service, in accordance with the Complaints procedure, prior to, during or subsequent to any arbitration process.

Liberty Legal Indemnities

Cancellation rights and notifying claims and complaints

Cancelling the policy

This policy can be cancelled by contacting us within 14 days of the Policy Commencement Date or the day on which you receive the policy, whichever is the later, provided all insured parties (including lenders holding a mortgage or charge on the Property) consent to this. You will receive a full refund of premium, as long as there are no circumstances which may give rise to a claim under the policy.

If you wish to cancel this policy, please write (quoting your policy number) to The Underwriting Manager, Countrywide Legal Indemnities, 3 St James Court, Whitefriars, Norwich, NR3 1RJ.

Claims notification

If anything should happen which might give rise to a claim under the policy, please forward full details to Countrywide Legal Indemnities by

- Writing to The Claims Manager, Countrywide Legal Indemnities, 3 St James Court, Whitefriars, Norwich, Norfolk NR3 1RJ
- Telephoning 01603 617617
- Emailing claims@cli.co.uk

Complaints

Any complaint should be raised in the first instance with our Underwriting Manager by:

- writing to the Underwriting Manager, Countrywide Legal Indemnities, 3 St James Court, Whitefriars Norwich, NR3 1RJ
- telephoning 01603 617617, or;
- emailing complaints@cli.co.uk

If it is not possible to resolve the complaint to your satisfaction by close of business of the third working day following receipt, we will send you a written acknowledgement and refer your complaint to the Complaints Manager at Liberty Specialty Markets for and on behalf of Liberty Mutual Insurance Europe SE at 20 Fenchurch Street, London EC3M 3AW ("Liberty"). Liberty will aim to resolve your complaint within 14 days. In the unlikely event that Liberty are unable to resolve your complaint within this time, they will write to let you know. At the very latest, you will receive a response to your complaint within 8 weeks of receipt.

If you are still not satisfied with the response provided, or you have not received a response within the 8 week period, you may refer your complaint to the Financial Ombudsman Service (www.financial-ombudsman.org.uk). Further details will be provided at this stage of the complaints process.

Because Liberty Mutual Insurance Europe SE is registered as a Luxembourg insurance company, you are also entitled to refer the dispute to any of the following dispute resolution bodies instead of referring to the Financial Ombudsman Service: Commissariat aux Assurances (www.caa.lu), Service National du Médiateur de la consommation (www.mediateurconsommation.lu) or Médiateur en Assurances (www.ulc.lu/fr). Again more details will be provided during the complaints process.

In all cases please quote the Policy Number shown in the Policy Schedule.

Are we covered by the Financial Services Compensation Scheme (FSCS)?

The Insurer is covered by the FSCS. You may be entitled to compensation from the scheme if they cannot meet their obligations. This will depend on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS who can be contacted at:

Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY.

The FSCS website may be viewed at www.fscs.org.uk

Liberty Legal Indemnities

Notices

Privacy policy - how Liberty Legal Indemnities uses your personal data

Liberty takes the protection of your personal data seriously and is committed to protecting your privacy. There are a number of different companies within our group. The specific company which acts as the "data controller" of your personal data will be the organisation providing your policy as set out in the documentation that is provided to you. If you are unsure you can also contact us at any time by e-mailing us at dataprotectionofficer@libertyglobalgroup.com or by post at Data Protection Officer, Liberty Specialty Markets, 20 Fenchurch Street, London EC3M 3AW, UK.

In order for us to deliver our insurance services, deal with any claims or complaints that might arise and prevent and detect fraud, we need to collect and process personal data. The type of personal data that we collect will depend on our relationship with you: for example as a policyholder, third party claimant or witness to an incident. Your information will also be used for business and management activities such as financial management and analysis. This may involve sharing your information with, and obtaining information about you from, our group companies and third parties such as brokers, credit reference agencies, claims handlers and loss adjusters, professional advisors, our regulators or fraud prevention agencies. We also collect personal data about our suppliers and business partners (such as brokers) for the purposes of business management and relationship development.

For further information on how your information is used and the rights that you have please see privacy notice available at www.libertyspecialtymarkets.com/privacy-cookies. Please contact us using the details above if you wish to see the privacy notice in hard copy.

About the Insurer

Liberty Mutual Insurance Europe SE (LMIE) trading as Liberty Specialty Markets, is a member of the Liberty Mutual Insurance Group. LMIE's registered office is 5-7 rue Leon Laval, L-3372, Leudelange, Grand Duchy of Luxembourg, Registered Number B232280 (Registre de Commerce et des Sociétés). LMIE is a European public limited liability company and is supervised by the Commissariat aux Assurances and licensed by the Luxembourg Minister of Finance as an insurance and reinsurance company.

This insurance is provided by LMIE through its UK branch at 20 Fenchurch Street, London, EC3M 3AW, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (registered number 829959). www.libertyspecialtymarkets.com.