

**Units 2a, 2b and 3 White Lund Industrial Estate
Morecambe
LA3 3PB**

Fire Damage Report

Lancaster City Council
February 2021



Sanderson
Weatherall

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1. Executive Summary

1.1. Introduction

Upon instructions received from Lancaster City Council we have carried out an inspection of Units 2a, 2b and 3 White Lund Industrial Estate, Morecambe following a fire which occurred in the early hours of 20 January 2022, to assess the damage caused to the property and provide advice in respect of the repair works required to reinstate the property to a condition ready for occupation by the existing tenants.

The premises were inspected by Guy Owen MRICS on 27 January 2022 and the weather at the time of our inspection were dry and overcast, with the temperature being approximately 6°C.

All reference made to the directions within the report should be taken as if viewing the property from the side elevation facing the main access road on the site which is parallel to Southgate. It has been assumed that the side elevation of the property faces due West and whilst this may not be its accurate orientation has been assumed for the purposes of this report.

1.2. Main Findings

The following are the principal observations and comments arising from our inspection of the fire damaged property. It should be noted that the text of the full report may contain information on other, more minor issues which should, nevertheless, be referred to and considered.

Summary of Key Issues

Units 2a and 2b have been extensively damaged by a fire that started in the rear left hand side of unit 2a at the junction of the dividing walls between Units 2b and 3. Units 1 and 3 have also suffered less severe smoke and heat related damage as a result of the fire.

The key works required on a unit by unit basis comprise:

Unit 2A

- Strip roof off and replace with new Building Regulations compliant roof covering.
- Demolish and reconstruct compartment wall between units 2a and 2b including suitable fire break.
- Removal of tenant's damaged plant, equipment, stock and racking.
- Full refurbishment of office and welfare accommodation.
- Professional cleaning of retained internal cladding surfaces and doors.
- Replacement of some internal cladding.
- Full electrical rewire, including new lighting and small power.
- Professional cleaning of the floor slab and possibility of concrete repairs to the seat of the fire.
- Main roller shutter repairs / replacement.
- Redecoration

Unit 2B

- Partial or full reconstruction of the diving party wall between Units 2a and 2b due to fire damage to the blockwork.
- Full refurbishment of the office accommodation including removal and replacement of all finishes including, carpets and ceilings.
- Full electrical rewire of the unit.
- Potential new plumbing installation depending on extent of fire damage.
- Professional cleaning of smoke damage to the external gable wall at high level below the verge of the roof.
- Redecoration

Unit 3

- Professional cleaning of smoke soiled surfaces to all affected areas.
- Repairs to damaged roof linings / cladding at the junction between Units 2a and 3.

Unit 1

- Professional cleaning of smoke soiled ceiling surface at the party wall junction between units 2a and 1.

Legal & Regulatory Matters – Building Regulations

Significant refurbishment works required as a result of the fire damage will need to comply with the current requirements of the building regulations. The key areas of consideration in respect of the Building Regulations are:

- The new roof will need to comply with Part L, which may necessitate a thicker build up than the existing fire damaged roof and may mean there is a slight step up to the new roof when compare with the roof to the adjoining Unit 1.
- Where new party walls are required to be constructed between Units 2a and 2b suitable fire breaks will need to be installed to the walls and the underside of the roof.

1.3. Conclusion and Recommendation

Units 2a and 2b require a substantial scheme of repair and refurbishment following the extensive damage that has been sustained following a fire which took place on 20 January 2022.

Unit 3 has been affected by smoke damage and some minor heat damage, but the repairs required to Unit 3 are much less extensive.

Following acceptance of liability by your insurers we recommend that a package of repair works is designed, specified and tendered to at least three suitable commercial / industrial contractors, and works are commenced as soon as practically possible.

Prior to issuing a tender package to contractors we recommend that a structural engineer is appointed to assess the condition of the steel portal frame to establish if any structural repairs are necessary to the frame. We did not note any obvious evidence of warping or distortion of the frame, however, our inspection was conducted from ground level in poorly lit conditions.

2. Introduction

2.1. Client Name and Address

Lancaster City Council
Town Hall
Dalton Square
Lancaster
LA1 1PJ

2.2. Property Address

Units 2a, 2b and 3 White Lund Industrial Estate
Morecambe
LA3 3PB

2.3. Brief and Scope of Survey

We received instructions from Peter Hutton on behalf of Lancaster City Council to undertake a Fire Damage Report of the above property. We were instructed to inspect the property in order to identify any significant items of disrepair and advise of suitable repair works required to put the property back into a state of good and tenable repair.

Our report has been prepared in accordance with our earlier fee proposal and our General Terms and Conditions of Business and Specific Terms and Conditions of Business Relating to Building Surveying Services (copies of which are attached at Appendix 3 to the rear of this report.)

Please note that we have not performed a Fire Risk Assessment of the premises and recommend that you obtain advice from a Fire Safety Engineer or other suitably qualified professional on the specifics of fire resistance, means of escape, fire detection and alarm and combustibility of materials. Where comments pertaining to these aspects of the building are incorporated within this report, these are made without benefit of advice from a Fire Safety Engineer and we recommend you obtain their further advice on the identified matters .

2.4. Inspection Date, and Weather Conditions

The premises were inspected on 27 January 2022 and the weather at the time of our inspection was dry and overcast, with the temperature being approximately 6°C.

2.5. Personnel Involved in Inspection

The property was inspected by Guy Owen MRICS.

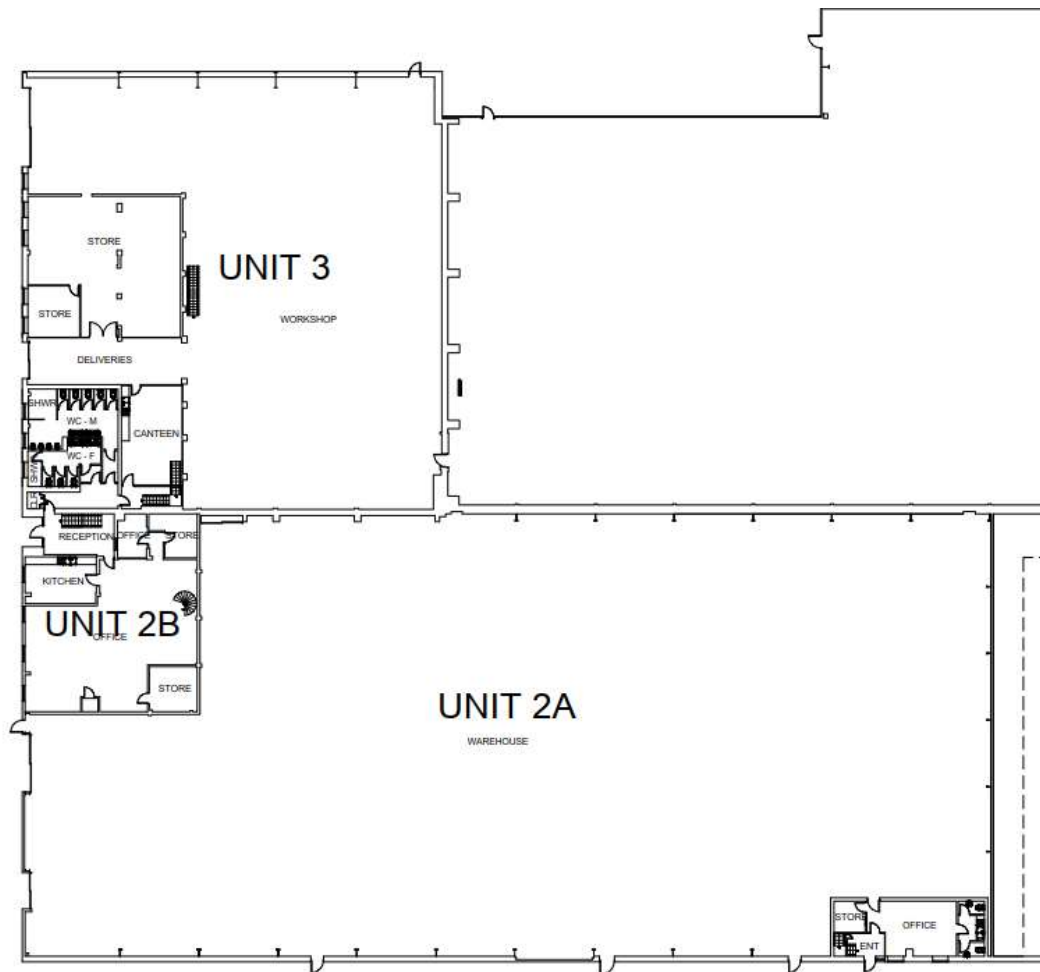
2.6. Limitations to the Survey

During our survey, we inspected the majority of the premises, however some construction elements and areas of the property were found to be inaccessible, unable to be seen from the available vantage points or that our instructions specifically omit these areas/elements from our scope of service. We are therefore not able to comment specifically on the condition of these areas, nor if they are free from defects. The areas not subject to inspection are as follows:

- The roof and high level areas of the property were inspected by a camera drone.
- Roof voids of the property were not inspected.
- The property is served by a suspended ceiling in various areas. Visibility of the concealed surfaces within that void was limited, however we were able to conduct inspections through the ceiling system in random locations, but should not be considered as full inspection of those voids.
- The property was occupied at the time of our inspection and therefore various elements of the building fabric and services installations were obscured by the existing occupants' furniture and
- Please note that we have not engaged a specialist consultant to inspect and comment upon the services, nor have we carried out any tests or checks upon the performance of the equipment. The comments made below are for descriptive purposes only and are given following our building surveyor's visual inspection.
- Inspection of below ground drainage is outside the scope of our instruction.
- It was not possible to inspect woodwork or any other parts of the structure which were covered, unexposed or inaccessible. It is not, therefore, possible to determine the presence of any defects contained there within including, but not limited to, timber defects of any nature, beetle infestation, vermin, insects, defects in constituents of concrete, the positioning of reinforcement, the extent of bearings, ties or fixings or any defects of a similar nature.
- No laboratory testing has been performed as part of our instructions and therefore it is not possible to positively identify such defects that require laboratory testing or material sampling to accurately determine the cause, such as concrete defects, sulphate attack, High Alumina Cement defects, etc.. Nevertheless, we have provided advice in the below on where subsequent testing may be required, where applicable.

2.7. Brief Description

The subject property comprises three industrial units (Units 2a, 2b and 3) which form part of the former Reebok unit at White Lund Industrial Estate in Morecambe.



The building is principally formed from a steel portal frame construction with a built up profile metal roof system incorporating GRP roof lights and smoke vents. External walls are formed from a combination of concrete block work and profile metal cladding panels. The units are divided internally by concrete blockwork walls.

Building services supplied to the units comprise mains water, electricity, gas, telecoms and we anticipate the units are connected to the public sewer system which is anticipated to be located in the adjacent public highway.

2.8. Occupiers and Use of Building

Prior to the fire damage the units were occupied / used as follows:

- Unit 2a – Commercial Laundry business operated by Westmorland Laundry

- Unit 2b – Office accommodation occupied by Balltec Engineered Solutions
- Unit 3 - Industrial storage warehouse and office accommodation occupied by Balltec Engineered Solutions

The above occupiers are understood to occupy the properties under the terms of commercial leases, and whilst the properties have been handed back to the tenants by the Fire Service Units 2a and 2b are no longer safe or fit for occupation or business activities to continue.

3. Site

3.1. Site

The property is located on the White Lund Industrial Estate which is approximately 2 miles South East of Morecambe town centre.

Units 2a, 2b and 3 form part of a large multi let industrial property occupied by a variety of commercial tenants.

4. Structure

4.1. Foundations

During the course of our inspection we did not carry out any intrusive investigations to determine the form of the building's foundations or the nature of the sub-surface ground bearing strata. We would only be able to ascertain the exact arrangement further by carrying out exploratory investigations or examinations of the original construction documents, if in existence.

From our visual inspection of the property, we did not observe any indications of any recent ground movement problems to the main building's foundations which would reflect deficiencies in respect of the existing below ground structures as a result of the recent fire.

Recommended Repair Works

No works required to the foundations of the building.

4.2. Structure

The building is formed from a steel portal frame with steel purlins supporting the roof system. External enclosing walls are formed from a combination of concrete blockwork and profile metal cladding panels. The floor slab is an insitu cast concrete slab.

Party walls between the neighbouring units are formed from a concrete blockwork between Units 2a and 2b. A stud / clad partition wall is provided between Units 2a and 1.

The fire has caused extensive smoke damage to much of the internal steel frame and has damaged the roof covering and purlins directly above the seat of the main fire.

The steel portal frame does not appear to have visually distorted to any significant degree, however, we recommend that a suitably qualified structural engineer is appointed to assess the integrity of the portal frame in the areas directly adjacent to the fire to establish if any significant damage has been sustained.

The party wall between Units 2a and 2b has been severely structurally damaged by the excess heat generated by the fire and we anticipate that it will require demolishing and rebuilding. During the wall reconstruction, installation of suitable firebreaks between the units will be required.

Recommended Repair Works

Appoint a Structural Engineer to assess the condition of the steel portal frame, fixing bolts etc. and issue a report with any recommendations for repairs to be incorporated into the specification of repair works.

Assuming the frame is either in satisfactory condition , grit blast / professionally clean down the steel portal frame prior to redecoration of the frame using a suitable paint system.

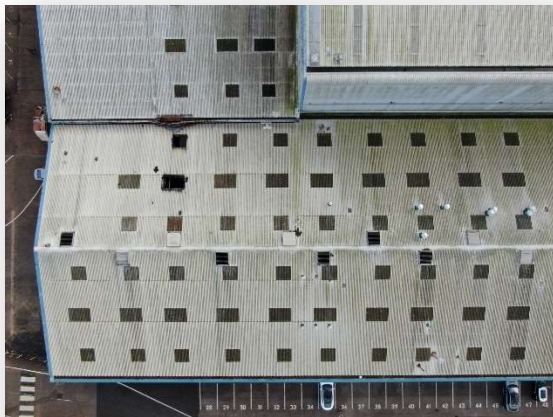
5. Exterior of Building and External Areas

5.1. Roof

Condition

The roof covering to Unit 2a has been severely damaged by fire, heat and smoke. Less severe damage has also been caused to the roof of Units 2b and 3.

The most severe damage has been caused above the seat of the fire which occurred at the junction of the three units. The images below show the location of the fire and the damage caused to the roof sheets, guttering and roof lights.



Within Unit 2a the underside of the roof covering has been severely damaged by heat and smoke and is beyond economical repair. The GRP roof lights have also been severely damaged by smoke and heat.

Recommended Repair Works

The roof covering to Units 2a and 2b requires removing in full and replacement with a new roof covering incorporating roof lights and smoke vents to broadly match the original layout.

We anticipate that to comply with the current requirements of the Building Regulations a new composite roof will need to be specified which is likely to be considerably thicker in profile than the existing built up roof covering comprising lining panels, mineral insulation and metal profile roof panels.

Repairs should be sufficient to the damaged roof panels to the edge of the roof and guttering to Unit 3, which can be seen in the photograph to the right-hand side above.

5.2. Walls

The external wall surfaces of the property do not appear to have suffered any significant damage as a result of the fire.

Smoke staining is evident below the verge of the roof to the Northern elevation of Units 2a and 2b where smoke has escaped during the fire.



Recommended Repair Works

The stained areas should be professionally cleaned. Redecoration of the gable elevation may be required if a suitable finish can not be achieved by cleaning.

5.3. Windows

Windows are provided to Units 2b and 3 to the office accommodation. The windows have suffered surface smoke soiling but should be salvageable provided they are carefully and professionally cleaned.

Recommended Repair Works

Professionally clean windows to remove smoke deposits and soiling,

5.4. External Doors

External doors are provided to Units 2a and 2b and comprise a combination of personnel doors and roller shutter doors.

The personnel doors to Unit 2a have been smoke damaged but should be repairable by way of professional cleaning.

The main roller shutter to Unit 2a to the Northern elevation is located in close proximity to the seat of the fire and appears to have been damaged by smoke and heat to the extent that it will require replacement.

The secondary roller shutters to the right hand side of the Northern elevation is smoke stained internally but may be salvageable by way of professional cleaning and servicing.

The main entrance door to Unit 2b has been damaged by the fire service gaining emergency access to the property while tackling the fire. Repairs to the frame and replacement of the glass are required to put the main entrance door back into repair.

The roller shutters to Units 2b and 3 are largely undamaged from the fire and no remedial works are required other than potentially light cleaning down to remove smoke deposits.



Recommended Repair Works

Clean smoke damaged personnel doors to all units are required.

Replace glass to main entrance personnel door to Unit 2b.

Replace / repair main roller shutter to Unit 2a.

Professionally clean and service remaining roller shutters and ensure they are in full operational order.

External Hardstanding and Landscaped Areas

External hardstandings areas immediately adjacent Units 2a, 2b and 3 have not suffered any apparent damage as a result of the fire and no remedial works are required to any external hardstandings.

6. Deleterious Materials

6.1. Asbestos

We have been provided with a copy of an Asbestos Management Survey Report prepared by Santia Asbestos Management Limited dated 19 April 2021 in respect of the Gateway, Southgate, White Lund Industrial Estate.

The report confirms that some asbestos containing materials (ACMs) are located in Units 2a, 2b and 3 comprising parts of the heating and electrical systems, insulating boards in ceiling voids, door linings and pipe gaskets and boxing in. Some low risk ACMs have been identified including vinyl floor tiles in some locations.

Prior to commencement of any stripping out and repair works we a pre-refurbishment asbestos survey report will be required.

Some ACMs have undoubtedly been damaged during the fire and will require stripping out by a specialist licensed asbestos contractor in accordance with the Control of Asbestos Regulations.

6.2. Other Deleterious Materials

Please note that we have not carried out any tests, although saw no indication during our inspection that any of the materials described in our specific terms and conditions as deleterious have been used in the initial construction of the building.

7. Interior of Buildings

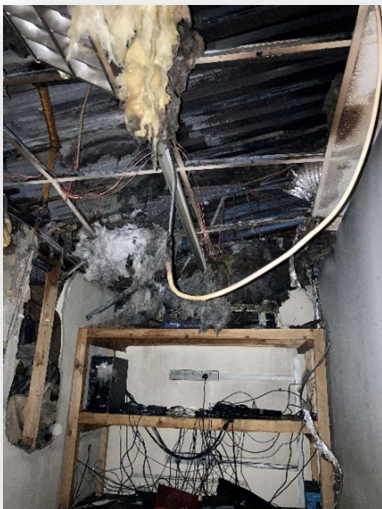
7.1. Ceilings

The ceiling within the warehouse section of Unit 2a comprises the underside of the main roof covering. The roof has been extensively damaged by heat and smoke beyond economical repair and requires replacing. Therefore, the replacement of the roof will in effect constitute replacement of the ceiling to the main warehouse areas of Unit 2a.

The ceilings within the welfare and office block to Unit 2a are painted plastered ceilings are suffering from light smoked soiling so will require cleaning down prior to redecoration.

Within Unit 2b the majority of the ceiling surfaces comprises lay-in grip suspended ceilings with integrated lighting. The majority of the ceilings have been damaged beyond repair by a combination of fire, smoke damage and water damage as a result of the fire service extinguishing the fire. The voids above of the suspended ceiling systems in most areas are also smoke stained so will require professional cleaning once the suspended ceilings are removed.

Withing Unit 3 the warehouse ceiling is soot and smoke stained and requires professional cleaning, particularly to the junction line where Units 2a and 3 meets. Heat damage to the junction of the ceilings was also evident within Unit 3 which will require repairing.



Recommended Repair Works

The roof replacement works to Units 2a and 2b will effectively provide a new ceiling to Unit 2a.

Unit 2b requires new suspended ceilings to be installed at both ground and first floor levels as part of a full office refurbishment, with the retained surfaces within the ceiling avoid being professionally cleaned to remove smoke and soot deposits.

The underside of the roof in Unit 3 requires professionally cleaning to remove smoke staining, particularly at the junction where Units 2a and 3 adjoin. Some minor repairs to the underside of the roof in this location way also be required due to heat damage.

7.2. Walls

The walls within Unit 2a comprise factory finished lining panels and concrete blockwork to the majority of the warehouse areas. Walls within the welfare block and offices are finished in painted plaster.

The lining panels have been extensively stained by smoke, in particular to the high level parts of the walls. Some cleaning test panels have been prepared and it appears cleaning of the panels may be possible in some locations at low level.

The concrete blockwork wall which forms a party wall between Units 2a and 2b has been severely damaged by heat and large structural cracks were noted to the wall.

The walls within the majority of the office accommodation to Unit 2b have been damaged by both smoke and water from the fire service. We anticipate that large portions of the wall areas within 2b will require either substantial repair or full replacement / replastering.



Recommended Repair Works

The lining panels which are factory coated to the warehouse area of 2a may be salvageable to some areas by way of professional cleaning, however, the most heavily smoke damaged areas are likely to require replacing.

The painted plastered walls to the welfare areas in 2a are lightly smoke damaged so will require cleaning down and redecorating.

The concrete blockwork wall which forms a party wall between Units 2a and 2b will require assessing by a structural engineer and we anticipate that either partial or full rebuilding of the wall will be required.

The walls to the office accommodation in 2b have been heavily smoke damaged in the areas close to the seat of the fire. Some plastered surfaces particularly to the first floor offices and server room require full refurbishment due to the extensive damage caused by the fire.

Walls within Unit 3 have not been particularly badly damaged and professional cleaning of the walls may be sufficient. Some areas may require redecoration.

7.3. Doors

Internal doors to Unit 2a are generally formed from timber and are fitted within timber frames. Some smoke damage / soiling has occurred to all doors within the property which require professional cleaning.

The doors within Unit 2b are also formed from timber. A number of doors which were in close proximity to the seat of the main fire have been badly damaged. However, the majority of the doors have only suffered smoke soiling.

Doors to Unit 3 are generally in reasonable condition with only light surface smoke soiling.

A large steel sliding door which originally provided access between Units 2a and 3 has been severely damaged by the fire to the extent that it has warped beyond economical repair.

Recommended Repair Works

Soiled doors to all three units should be professionally cleaned and ironmongery checked to ensure they all operate correctly.

There may be water damage to some of the doors within Unit 2b due to the volume of water used by the fire service in extinguishing the fire. A detailed review of the doors should be completed and a door schedule prepared detailing the works required to each individual door set.

On the basis that Units 2a and 3 do not require direct access to each other the large sliding door should be removed, and the aperture should be blocked up and sealed. This is likely to be more cost effective than replacing the industrial sliding doors.

7.4. Floors

The concrete floor slab at the seat of the fire in Unit 2a is was obscured by burnt debris at to the time of inspection so we were not able to carry out a detailed inspection. The concrete slab may have been damaged by extreme heat and should be inspected once the debris has been cleared.

The other areas of the floor slab within Unit 2a are smoke soiled and require professional cleaning.

Within Unit 2b the majority of the floor coverings comprise carpets. The carpets to all areas of Unit 2b have been damaged beyond economical repair by fire, smoke and water damage. Due to the large volumes of water used to extinguish the fire the floor substrates in units 2b should be allowed to dry sufficiently prior to new floor coverings being installed as part of the general refurbishment works which are required.



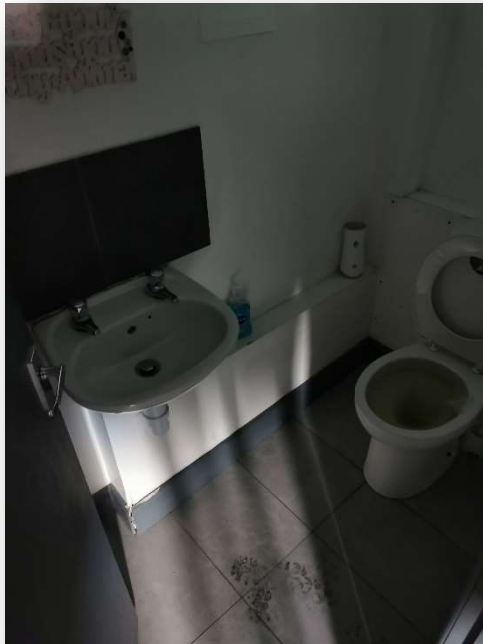
Recommended Repair Works

Inspect the concrete floor slab in Unit 2a and carryout specialist repairs if required to the concrete where the seat of the fire was located. Professionally clean the floor slab and coverings throughout Unit 2a.

Within Unit 2b all existing carpets and floor coverings require removing, the floor substrates must be allowed to dry sufficiently prior to the installation of new coverings as part of the general refurbishment works.

7.5. Welfare Accommodation

The welfare accommodation within Units 2a, 2b and 3 have suffered some smoke damage and soiling but are generally in salvageable condition subject to professional cleaning and redecoration where appropriate.



Recommended Repair Works

Professionally clean down retained surfaces.

Complete plumbing tests to ensure that all water and waste pipework is functioning correctly and is free from leakage.

7.6. Decoration

The decorative and factory coated finishes throughout Unit 2a are soiled and damaged and the majority require replacement.

The finishes to the cladding in some locations internally may be cleanable, however, until works are commenced it is not clear if cleaning would provide a suitable and acceptable quality of finish.

Unit 2b has been damaged extensively and requires a full scheme of redecoration as part of a full office refurbishment scheme.

Recommended Repair Works

Full redecoration of all previously painted areas of Units 2a and 2b including professional cleaning of retained factory coated surfaces such as some internal cladding surfaces.

7.7. Plant Rooms

The main plant room within Unit 2a has not been particularly badly affected by fire and smoke damage, however it is not clear if the boiler and other plant equipment has been damaged by heat and smoke. We recommend that a Mechanical and Electrical Consultant engineer is appointed to assess the condition of the retained building services plant.



Recommended Repair Works

Other than general cleaning of smoke soiled surfaces no significant works are required in the plantroom in relation to the building fabric.

The underside of the roof has been quite substantially smoke soiled, however, the roof is to be replaced so there is no reason to clean the roof linings on the basis they will be eventually replaced.

8. Services

8.1. Limitations to Inspection

Please note that we have not engaged a specialist consultant to inspect and comment upon the services, nor have we carried out any tests or design checks upon the performance of the equipment. The comments made below are for descriptive purposes only and are given following our building surveyor's visual inspection. Inspection of below ground drainage is outside the scope of our instruction.

8.2. Electrical

Units 2a, 2b and 3 are all provided with mains electrical power. The power systems to Units 2a and 2b appear to have been severely damaged by the fire.

We anticipate that most of the fixed electrical installations within Units 2a and 2b will require replacing as part of the fire reinstatement works.



Recommended Repair Works

We recommend that a Mechanical and Electrical Consultant Engineer is appointed to review the condition of the electrical system and prepare a specification to be incorporated into the main tender package.

We anticipate that a full electrical rewire of Units 2a and 2b will be required including for new lighting and power distribution.

8.3. Fire Alarm and Smoke Detection

Our inspection was limited to a visual inspection of the systems only and no testing was performed. The fire alarm systems to units 2a and 2b will require testing and we anticipate that the majority of the systems will require replacing as part of the fire reinstatement works.

Recommended Repair Works

Test the existing fire alarm systems / panels and undertake necessary repairs / replacement in accordance with current Building Regulation requirements.

We anticipate that full replacement of the fire alarm systems will be required.

8.4. Heating and Gas Installations

The majority of the warehouse heating plant within Unit 2a and office heating within 2b appears to have been severely damaged by fire / heat.

The main boiler located in the plant room to Unit 2a appears to be in reasonable order and has been relatively well protected due to it being enclosed within the concrete blockwork plant room.



Recommended Repair Works

A Mechanical and Electrical Consultant Engineer should be appointed to assess the condition of the systems and establish if any parts are salvageable, for example the twin heating boilers in Unit 2b may be salvageable, however we anticipate that most of the system will require replacement as part of the general fire reinstatement works.

An inspection of the plant in the plant room in Unit 2a should be undertaken to establish if any damage has been sustained to the main items of plant.

8.5. Hot and Cold Water

We have not tested any of the hot or cold water systems. Most of the services to the welfare and office block to Unit 2a appeared to be in repairable condition. Pipework nearer to the seat of the fire are anticipated to have been damaged beyond repair.

Damage to the pipework in Unit 2b is likely to have been sustained as a result of fire and heat in the ceiling void.

Recommended Repair Works

As part of the fire reinstatement works, we recommend that a Mechanical and Electrical Consultant is appointed to advise on the works required to repair the water supply systems within the Units. Without conducting pressure and leakage tests it is difficult to determine the condition of the systems.

The welfare facilities within Unit 2b appeared to be in reasonable condition however, any pipework in the ceiling void will need to be inspected for fire damage and potential leaks issues before recommissioning of the facilities.

8.6. Air Conditioning and Ventilation

All of the main existing air conditioning and ventilation equipment within units 2a and 2b has been severely damaged by the fire and will require replacement.

The ventilation system to the welfare and offices to Unit 2a may be repairable.

Recommended Repair Works

We recommend that a Mechanical and Electrical Consultant is appointed to advise on the specification of a new air conditioning and ventilation system to the Units to replace the existing system.

8.7. Drainage

We have not undertaken a visual inspection of the below ground or concealed drainage routes, including the lifting of any manholes or inspection chambers as part of our survey. We are therefore unable to comment upon the condition of those installations.

We do not anticipate that the below ground drainage system has suffered any damage as a result of the fire but it would be good practise to instruct a CCTV drainage survey of the underground systems to ascertain if any blockages or damage is present. There is the possibility that due to the large volumes of water used by the fire surface some of the gulleys in the main warehouse to Unit 2a have become blocked with debris.

The above ground drainage pipework has been damaged by the fire in some locations and will require replacement. For instance the internal downpipes adjacent to the seat of the fire have been severely damaged beyond repair.

Recommended Repair Works

CCTV drainage survey should be undertaken as a precautionary measure.

8.8. Lifts

No lifts are installed at the property.

8.9. Fire Fighting Equipment

The property is fitted with a sprinkler system that is understood to have been decommissioned circa 3 years ago. The sprinkler system is part of the landlord's demise and is fed from redundant tanks which used to feed the system to the entire estate.

As part of the fire reinstatement works, we recommend that the redundant sprinkler system is removed from Units 2a and 2b as the pipework has been smoke soiled and likely damaged in locations close to the seat of the fire.

9. Legal and Regulatory Matters

9.1. Lease Obligations

We understand that Units 2a, 2b and 3 are occupied under leases by the tenants as follows:

- Unit 2a – Westmoreland Laundry
- Unit 2b – Balltec Engineered Solutions
- Unit 3 – Balltec Engineered Solutions

We have not been provided with copies of any leases or been party to any discussions between the landlord and the tenant's in respect of procurement of the fire reinstatement works.

In order to complete the fire reinstatement works the landlord will have to hand units 2a, 2b and 3 over to a contractor to complete the works. During this time the tenant's will not be permitted to access the properties without the consent of the contractor who will take control of the site for the duration of the works.

We recommend early dialogue is entered into with the tenants to discuss the works programme and any removals the tenants may need to complete prior to the works commencing. The majority of the building contents to Units 2a and 2b is anticipated to be beyond repair due to smoke and water damage so will need to be removed prior to the main fire reinstatement works commencing.

9.2. Rights of Way and or Shared Access

We are not aware of any rights of way or shared access issues that would impact on the fire remediation works.

9.3. As Built & Construction Documentation

We are not aware of any as built information being available for units 2a, 2b and 3.

We have been provided with a copy of as existing floor plans for the units which are appended to the rear of this report for reference purposes.

9.4. Building Regulations Consent

Elements of the fire reinstatement works will require Building Regulations approval. The key works which will require building regulations approval are summarised below:

- Replacement roof covering to Units 2a and 2b.
- Structural repair works.
- Electrical and Gas system works.
- Emergency systems.

9.5. Planning Permissions, Listed Building and Conservation Consent

Planning permission should not be required prior to the commencement of any fire reinstatement works. The only potential planning issue we are aware of is in relation to the new roof covering. If the depth of the new roof cannot be accommodated by slimmer purlins then the roof above Units 2a and 2b may be slightly higher than the adjoining roof above Unit 1. In theory this may require planning permission.

We recommend that early discussions are entered into with the Local Planning Authority to establish if a planning application would be required for the new roof covering.

9.6. Fire Risk Assessment and Fire Protection Provision

The Regulatory Reform Fire Safety Order 2005 was introduced in 2006 and replaced the historic requirement for buildings to hold a Fire Certificate, pursuant to the now repealed Fire Precautions Act 1971. The Order requires the 'responsible person' (that may be a corporate entity) to produce a Fire Risk Assessment of the property, identifying risks and applying alterations to the physical nature of the property, management of the risk or other such measures to minimise the risk.

The obligation to prepare a Fire Risk Assessment applies only to the portion of the property within their management control of each 'responsible person', hence in multi-let properties there may be various 'responsible persons' within the building.

We have not been commissioned to carry out a Fire Risk Assessment as part of our instruction..

As we have not been instructed to perform a Fire Risk Assessment of the building we recommend that you commission an updated Fire Risk Assessment to determine and inherent risks within the premises, immediately upon your acquisition. If you have concerns prior to acquisition, you should commission a specialist to advise you on this aspect.

9.7. Asbestos Management

The Control of Asbestos Regulations 2012 was introduced on 6 April 2012 and places an obligation on the entity that controls the maintenance of the property to identify, record, maintain, inform persons likely to work within the vicinity of the materials and manage the risks associated with the presence of asbestos containing materials within the property.

We have been provided with a copy of an Asbestos Management Survey Report prepared by Santia Asbestos Management Limited dated 19 April 2021 in respect of the Gateway, Southgate, White Lund Industrial Estate.

The report confirms that some asbestos containing materials (ACMs) are located in Units 2a, 2b and 3 comprising parts of the heating and electrical systems, insulating boards in ceiling voids, door linings and pipe gaskets and boxing in. Some low risk ACMs have been identified including vinyl floor tiles in some locations.

Prior to commencement of any stripping out and repair works we a pre-refurbishment asbestos survey report will be required.

Some ACMs have undoubtedly been damaged during the fire and will require stripping out by a specialist licensed asbestos contractor.

9.8. Health and Safety Audit

We have not been commissioned to carry out a Health and Safety Audit of the building as part of our instruction.

9.9. Disabled Access

Since the introduction of the Disability Discrimination Act 1995, which has been superseded by the Equality Act 2010, those responsible for the control of access into a building are required to take reasonable steps to remove any physical or management barriers to the free use of that property by persons of all mobility/dexterity or any other impairment.

We have not been commissioned to carry out an Access Audit of the building as part of our instruction, however we recommend that reasonable consideration is given to any changes that could be made as part of the fire reinstatement works that could help to improve accessibility to the properties.

10. Third Party Clause

In accordance with our standard practice we must state this report is confidential to the party to whom it is addressed and their professional advisors, and no responsibility is accepted to any third party whether under the Contracts (Rights of Third Parties) Act 1999 as amended or otherwise for the whole or any part of its contents.

11. Quality Assurance

| | Name | Signature | Position | Date |
|-------------|--------------|---|----------|------------|
| Prepared by | Guy Owen |  | Partner | 07.02.2022 |
| Approved by | Philip Kenny |  | Partner | 07.02.2022 |

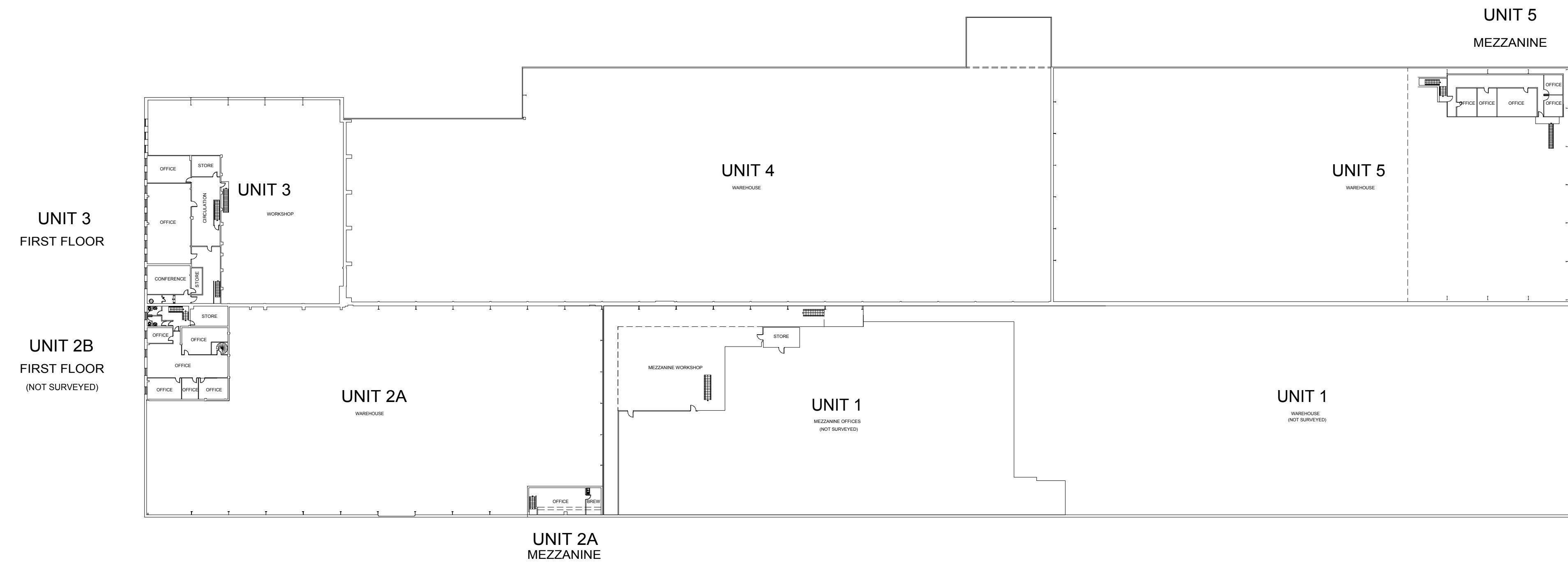
12. Appendices

Appendix 1 – As Existing Floor Plans

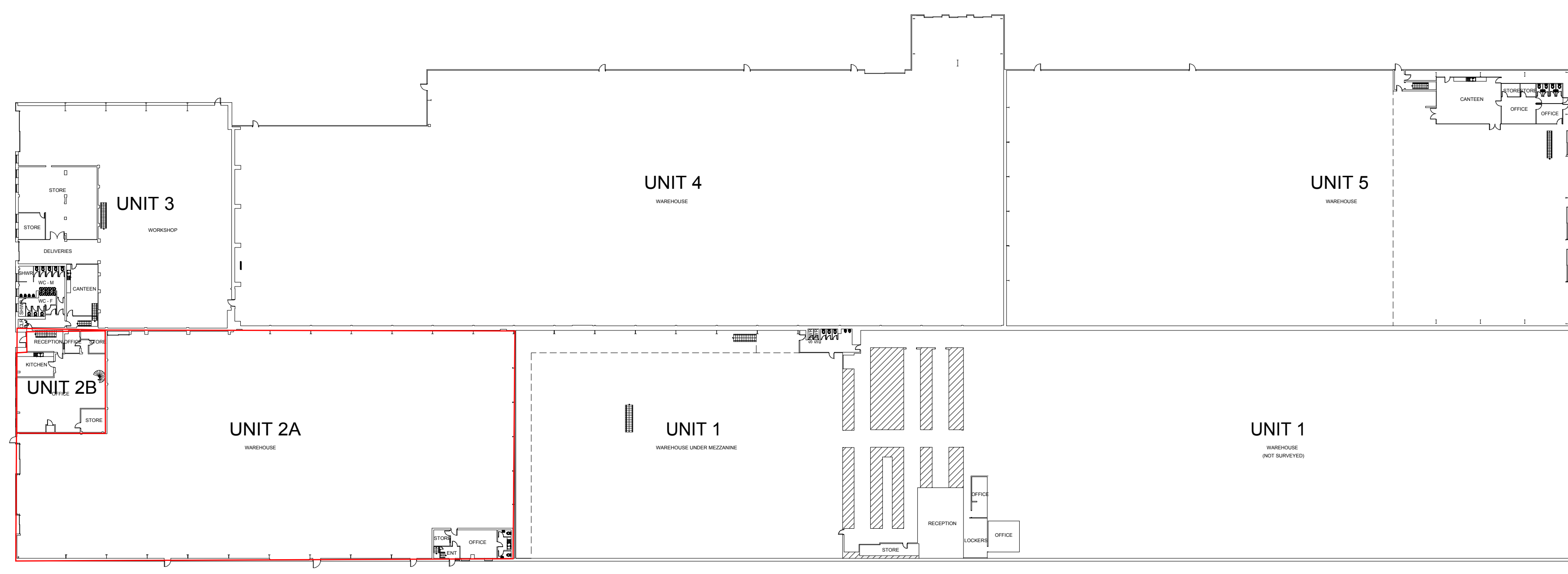
This drawing is to be read in conjunction with all relevant specifications and drawings issued. For discrepancies or omissions contact Murton & Co Ltd prior to work commencing. The contractor is to check and verify all building and site dimensions and levels before work commences.
 © COPYRIGHT Murton & Co Ltd

Whilst every effort has been made to be accurate with the scale, measurements and data, anomalies may occur. Check all dimensions on site.

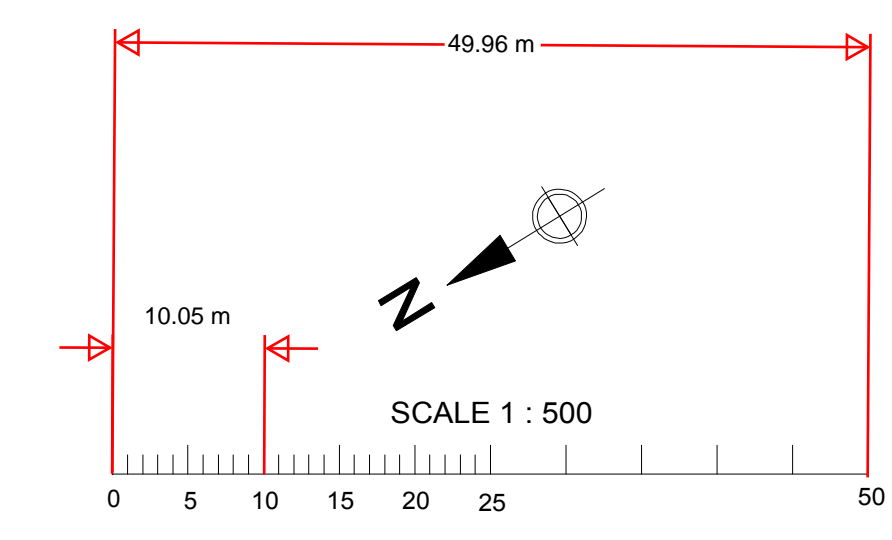
NOTES:
 Room heights are to suspended ceiling unless otherwise stated.
 True structural position may not be shown due to some columns being obscured by plaster, fireboarding or concrete casing.



FIRST FLOOR



GROUND FLOOR



MURTON & CO
 Chartered Surveyors
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 Registered in England 7254725
 Regulated by RICS

ADDRESS
 GATEWAY
 WHITE LUND IND ESTATE
 MORECAMBE
 LA3 3PB

TITLE
 EXISTING FLOOR PLANS

| | |
|----------------------|---------------------|
| Date: 3 MAY 2020 | Drawn: JPMM |
| Scale: 1:500 @ A1 | DRG. No. J000832 |
| or use Scale Bar | Rev. |

Appendix 2 – Photographic Record



1. Overview of roller shutter entrances to Unit 2a.



2. Front elevation of Unit 2a.



3. Damaged door to Unit 2b.



4. Overview of roof showing damage caused by the fire.



5. Overview of roof showing damage caused by the fire.



6. Smoke damage below the verge trim.



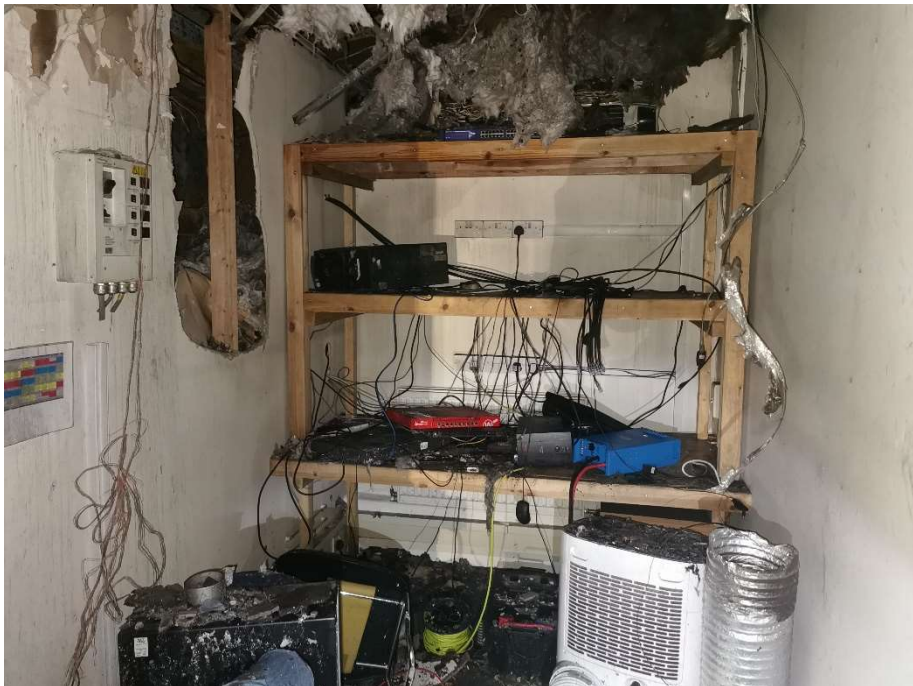
7. High level overview of the unit.



8. Fire damaged caused to the roof.



9. Fire damaged caused to the roof.



10. Server room at first floor level within Unit 2b.



11. Server room at first floor level within Unit 2b.



12. Server room at first floor level within Unit 2b.



13. Cracking to part wall between units "a and 2b.



14. Smoke damage to roof in Unit 3.



15. Water and smoke damage to Unit 2b at ground floor level.



16. Water and smoke damage to Unit 2b at ground floor level.



17. General overview of fire damage in Unit 2a.



18. General overview of fire damage in Unit 2a.



19. General overview of fire damage in Unit 2a.



20. General overview of fire damage in Unit 2a.



21. General overview of fire damage in Unit 2a.



22. Overview of welfare area to Unit 2a.



23. Smoke damage to staircase leading up to meeting room in Unit 2a.



24. Cleaning test panels in Unit 2a.



25. Overview of boiler located in plant room to Unit 2a.



26. Smoke damage to the underside of the roof to Unit 1 at the party wall junction with Unit 2a.

Appendix 3 – Standard Terms and Conditions of Business

Standard Terms and Conditions of Business

General.

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

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

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

Recovery of Fees.

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

Suspending and Terminating Instructions.

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

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

We may terminate the appointment if:

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

Within 21 days following suspension or termination you shall pay all fees and expenses due, commensurate with the services performed, up to the date of suspension or termination including time spent in the seven day period following any termination in closing down the instruction.

Payment Terms.

Our fee invoices are due for payment in full on presentation, in sterling and without any deduction, set off abatement or counterclaim. In accordance with the Late Payment of Commercial Debts (Interest) Act 1998, we reserve the right to charge interest at 8% above the Bank of England's base rate on any fee invoices that are not paid within 21 days from the date of issue.

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

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

Exclusions and Limitations on Liability.

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

The liability of Sanderson Weatherall for any actions claims demands losses costs and expenses howsoever arising out of any breach of the terms of the Appointment, the Standard Terms and Tort shall be limited to a sum not exceeding twenty times the total fee paid for the services or £1 million,

whichever is the lesser, irrespective of the number of incidents or causes of action giving rise to a claim or claims

Asbestos.

If we undertake any services in relation to a building or structure containing asbestos or asbestos containing materials in addition to the limitations on liability set out in paragraphs A1.5 our liability is limited to the direct result of our negligence or breach of contract and to the cost of re-performance of our services and/or rectification or remediation (as appropriate) or the diminution in value of any buildings or structures we survey.

We shall not be liable for:

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

Complaints

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

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

Data Protection Act 1998 ("the Act")

Any personal data which we obtain from you for the purposes of or in performing our services will not be disclosed to third parties without your consent or as required by law.

Your name and contact details will be placed on our marketing database which we use for the purpose of sending mailings by post and email which you have requested or which we believe may be of interest to you. If you have any objection to your details being held on our marketing database please inform us and will arrange for your details to be removed from our database.

Copyright

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

Jurisdiction and Disputes

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

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



Appendix 4 – Limitations Applying to Our Professional Service

SUPPLEMENTAL TERMS OF BUSINESS

BUILDING SURVEYING

The definitions and rules of interpretation in our Terms and Conditions are incorporated into these supplemental terms of business (the **Supplemental Terms**).

1. RECOVERY OF FEES

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

2. SUSPENDING AND TERMINATING INSTRUCTIONS

In the event that you default in payment we may, on giving seven (7) days written notice, suspend performance of our Services. Performance will be resumed upon payment unless the suspension exceeds six (6) months.

2.1 We may terminate our Services if:

- 2.1.1 without good reason you fail to give us information or instructions in a timely manner; and/or
- 2.1.2 there is a serious breakdown in confidence between you and us;
- 2.1.3 any other circumstances arise, which as a matter of law or practice, entitle us to terminate our Services; and/or
- 2.1.4 our Services are suspended for more than six (6) months.

2.2 Within twenty-one (21) days following suspension or termination of the Agreement, you shall pay all fees and expenses due, commensurate with the Services performed, up to the date of suspension or termination including time spent in the seven (7) day period following any termination in closing down the instruction.

3. ASBESTOS

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

3.2 We shall not be liable for:

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

4. EXCLUSIONS AND LIMITATIONS ON LIABILITY.

4.1. Unless otherwise set out below, the provisions of Condition 11 of the General Terms and Conditions are applicable to the Services provided to you which are subject to these Supplemental Terms.

4.2. Notwithstanding Condition 11.4 of the General Terms and Conditions, and unless otherwise specified in the Letter of Engagement or set out below, subject to Paragraph 7 our total liability to you in relation to all claims, whether in

contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with any Services provided to you subject to these Supplemental Terms, will be limited to the lesser of: (a) £1 million; and (b) twenty (20) times the total Fee paid for the Services (but in no event will this limit be less than £10,000).

4.3. Where we are one of a number of advisers or suppliers providing you with services in relation to a particular project, our liability on that project shall be limited to the percentage of the loss or damage you suffer in a proportionate amount equal to the percentage of the Fees you paid to us in relation to the total fees paid by you for services on that project to us and all of your other advisors and suppliers. We shall bear no responsibility, and shall not be liable, for any loss or damage caused by any of your other advisors or suppliers.

4.4. Unless we agree otherwise, any advice we provide to you may only be relied on by you and you may not share it with any other third party. We will not be liable for any use of that advice by a third party without our consent.

4.5. Subject to Paragraph 7, if you suffer any loss or damage arising from any Services we provide directly in relation to a building or structure containing asbestos or asbestos containing materials, then as your exclusive remedy in relation that loss or damage, we will take the following actions at our discretion (provided that the liability cap set out in Paragraph 2 shall be reduced by the associated costs of taking the actions set out in this Paragraph 5: (a) re-performing our Services; and/or (b) providing rectification or remediation services (as appropriate).

4.6. Subject to Paragraph 7, we shall not be liable for:

4.6.1. Any damage to a property, building, and/or structure which is not the specific subject of the Services we provide to you.

4.6.2. Unless caused as a direct result of our negligence, any loss or damage resulting in physical impairment or damage to any ecological system.

4.6.3. The results of any analysis, testing, or any other related service undertaken by third-party asbestos testing organisations on your behalf whether instructed by you or us.

4.6.4. Loss or damage due to or arising from the presence or release of asbestos or asbestos containing materials, unless the Services we provide directly relate to addressing or otherwise remediating those materials.

4.6.5. Unless caused as a direct result of our negligence, any loss or damage resulting from any defect or inadequacy in the installation of (if that installation is not provided by us), or the fire resistance, combustibility, fire safety, and/or fire retardant characteristics of any: (i) balcony; (ii) external cladding system; (iii) glazing; (iv) doors; (v) external or internal wall system; (vi) internal ductwork; (vii) fire stopping barriers and doors; (viii) fire protection systems; and (ix) all façade materials (including but not limited to external cladding, composite panels, high pressure laminate, associated core, filler, and insulation, and signage and insulation).

4.7. For the avoidance of doubt:

4.7.1. As set out in the General Terms and Conditions, if you are engaging with us as a Consumer, you may have certain legal rights regarding claims in respect of losses caused by our negligence or failure to carry out our obligations. Nothing in these Supplemental Terms is intended to limit your legal rights as a consumer. For further information about your legal rights you can contact your local authority Trading Standards Department or Citizens Advice Bureau.

4.7.2. Nothing in these Supplemental Terms will limit or exclude our liability for:

- i. death or personal injury caused by our negligence, or the negligence of our employees, agents, or subcontractors;
- ii. fraud or fraudulent misrepresentation; or
- iii. any other liability which cannot be limited or excluded by applicable law.



Limitations Applying to Our Professional Service

A1.1. Concealed Parts

If we have observed evidence to suggest that concealed parts of the structure and fabric might be defective, we have advised you accordingly and made recommendations for further investigations. However, unless otherwise instructed by you, we have not opened up for inspection any permanently enclosed or concealed parts of the structure and fabric.

A1.2. Deleterious and Hazardous Materials

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

A1.3. Services Installations

Our report on the services installations has been based on a cursory inspection only in order to include a general description in this report. We have not tested any of the installations.

Unless otherwise instructed, we have not commissioned the inspection and testing of any installations by specialist consulting engineers. If we found visual evidence to suggest that there might be significant problems with any of the installations, or if they are particularly sophisticated or complex, we have advised you accordingly, and made recommendations for further investigation and/or testing by specialists.

A1.4. Building Access

Access to some areas could have been restricted or denied. If we found that our inspection was excessively limited we have advised you accordingly and sought your further instructions.

A1.5. Land Contamination

We have not made any formal enquiries or carried out investigations into the potential contamination of the site or neighbouring land.

A1.6. Compliance with Legislation

Our inspection involved a general review of the state of compliance with statutory requirements such as the Building Regulations, Workplace Regulations, Fire Regulations and the Equality Act. However, compliance with these regulations requires a more detailed study and involves the preparation of a detailed risk assessment. Such studies and risk assessments are beyond the scope of this type of inspection and report.

A1.7. Liability and Confidentiality

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

Deleterious, Hazardous and Problematic Materials

The UK property and construction industry has developed an unofficial list of materials that are considered to be unsuitable for use in buildings. There is no industry standard defined list and so the following represents some of those materials most commonly referred to. These materials will fall into one or more of the following categories:

- Hazardous - These pose a risk to the health and safety of persons coming into contact with them
- Deleterious - These can cause a deterioration to other materials in the building.
- Problematic - These are generally considered as undesirable components within a building, in that they may not perform to a satisfactory standard.

Very few of the deleterious materials in the following list can be detected without some form of specialist testing, which is beyond the scope of this report.

A1.8. High Alumina Cement (HAC).

High alumina cement will deteriorate in the presence of higher temperatures or humidities. It was used in the 1950s, 1960s and 1970s to form structural members and there have been some high profile collapses.

A1.9. Calcium Chloride Additives.

Calcium chloride was added as a concrete additive to improve its properties in the 1960's and 1970's. This material reduces the passivity of concrete in the presence of moisture and increases the risk to embedded steel reinforcement.

A1.10. Composite Cladding Panels to Roofs and Walls.

Consequential to the Grenfell Tower disaster on 14 June 2017 the UK construction property and property industries are reviewing the use of certain insulation types contained within composite cladding panels within new and existing buildings. Historically, the subject of insulation types and the level of their susceptibility to fire spread and conflagration has been primarily concentrated by the standards set by the Loss Prevention Certification Board (LPCB) in approving insulation cores within composite panels that may lead to the inability to insure the building, if found to be present within the insulation core of the property's cladding.

The LPCB non-approved cores are Expanded Polystyrene (EPS), Extruded Polystyrene (XPS) or Styrofoam and Polyurethane (PUR). The LPCB approved cores comprise of Polyisocyanurate (PIR), Modified Phenolic Foam (MPHEN) and Mineral Wool.

Pending the results of the Grenfell Tower fire inquiry, it is currently believed that the fire spread was accelerated by the use of Polyethylene insulation contained within the core of the composite cladding, that was accelerated by the use of a void between the original external wall of the property and the internal face of the cladding, creating a chimney effect to increase the rate of combustion and conflagration to different material surfaces. To that end, the construction industry is identifying and removing composite cladding panels containing Polyethylene.



Without testing of the insulation materials we are unable to confirm if any of those used in the construction of buildings are of non LPCB -approved specification or if they may promote the spread of fire within the property.

Insurance companies are inclined to simply turn down cover for premises containing some types of composite panel. Others will offer cover at a price but will insist on risk management initiatives being put in place as a condition of the policy.

It is important therefore to establish the nature of composite panels and disclose their presence to your insurers at an early date.

A1.11. Nickel Sulphide inclusions in toughened glazing.

Nickel Sulphide is one of several chemical contaminants which can occur during the manufacture of glass. All glass has some of these inclusions present as they are impossible to eliminate entirely. They are therefore not considered a product defect.

In untreated (annealed) glass they are not a problem. But when glass is heat treated (toughened or tempered), the inclusions are modified into a state which transforms with temperature and time and which is accompanied by an increase in volume.

In most cases this has little effect but dependent on size and proximity to the centre of the pane where the forces are greatest, this can eventually cause the glass to break.

A1.12. Non-compliant Aggregates.

The effect of sodium chloride from the sea salts is to increase the risk of corrosion to embedded steel. It has also been linked to increased alkali silica reaction. Other aggregates not compliant with British Standards could have a similar effect.

A1.13. Mundic Blocks and Mundic Concrete.

Mundic is concrete manufactured from quarry shale and is prone to loss of integrity in damp conditions. It is commonly found in the West Country, but further investigation is needed to establish its use elsewhere.

A1.14. Calcium Silicate Bricks.

These bricks are particularly prone to shrinkage and moisture movement. They are not inherently a problem if correctly detailed. Unfortunately, there are many instances where they are not. Concrete bricks can display a similar effect.

A1.15. Woodwool Slabs.

In the 1960's and 1970's this material was used as permanent shuttering to form concrete members in-situ. It was subsequently discovered that the highly absorbent nature of the material would draw the cement and fine aggregate from the adjoining concrete, weakening the concrete and reducing its resistance to carbonation. This led to early failure of the reinforcing steel. Not all woodwool slabs affect concrete in this way but the concrete should be tested if this form of construction is found in structures.

Woodwool slabs have also been used for roof and other decking and whilst prone to early failure in the presence of moisture, their use in this situation is not considered deleterious.

A1.16. Asbestos.

This is known to cause respiratory problems and lung problems including Asbestosis, Lung Cancer and Mesothelioma. The use of Asbestos is now banned in the UK but significant amounts are still to be found in existing buildings.

A1.17. Manmade Mineral Fibres.

When these fibres are loose and have a diameter of 3 microns or less and a length of between 5 and 100 microns they are thought to possibly cause lung problems when inhaled. The common name for this material is glass fibre. When new, this material is not considered to be hazardous. However, as it ages the fibres can break down into smaller sections and it is when they reach a critical size they become potentially hazardous.

A1.18. Urea Formaldehyde Foam.

The vapour given off from this material is thought possibly to be a carcinogenic. It can cause irritation to the airways. Large quantities were used as cavity insulation in the 1970's and the most critical time was shortly after its installation. It is unlikely to still be giving off vapour from the initial installation but can deteriorate in the presence of water.

The presence of this material can deter potential purchasers.

A1.19. Lead Based Paint.

Lead has been linked to brain damage and also the lack of development in young children. This paint was used regularly in the late 19th and early 20th century and may be found below more modern paint finishes. It becomes hazardous during removal when being burnt off or when ingested by young children if chewed.

A1.20. Lead used for drinking water pipework

Lead pipework has been used regularly until the mid-20th century for the supply of drinking water. The dangers are similar to those for lead paint but the exposure is greater. Not all lead pipes pose a risk; it depends on the hardness of the water, as hard water coats the pipes with limescale and this reduces the absorption of lead by the water.

Similar absorption of lead occurs from lead based solders used in fittings but the contamination rate is much lower.

Whilst lead pipework is determinable by the naked eye, lead solder in fittings is not.

Notes on Environmental Hazards

A1.21. Land Contamination.

We were not instructed to and have not undertaken a detailed examination of the site for potential contamination.

Where, in passing, we observed something that has caused us concern then we have made reference to it in the body of the report. However, land contamination is something that is rarely visible to the naked eye and we recommend for all purchases that, as a minimum, a phase 1 desktop environmental audit be undertaken.

A1.22. Flooding Risk.

We have not undertaken a detailed investigation for the potential for flooding of the property.

A1.23. Tree Proximity.

Trees in proximity to buildings usually cause structural problems due to extraction of moisture from the ground on which the building is founded. In clay sub soils, the extraction of water can cause shrinkage and movement. Trees can also cause direct physical damage by expansion of roots or above ground members dislodging masonry.

Certain trees are known to cause more damage than others and the extent of the damage is also dependent on the nature of the sub soil.

A1.24. Radon Risk

Radon is a radioactive gas. It comes from the natural decay of uranium that is found in nearly all soils. It typically moves up through the ground to the air above and into properties through cracks and other holes in the foundation. A building can trap radon inside, where it can build up. When this happens, there may be health hazards associated with lung cancer.

In areas of high risk, it is necessary to introduce protective barriers and forced ventilation to prevent the gas entering or removing it before it can affect occupiers.

Further information can be obtained from the UK Health Protection Agency (HPA). Their website address is www.hpa.org.uk/radiation.

A1.25. Electromagnetic Fields

It is claimed by some occupiers that strong electromagnetic fields interfere with the body's natural electronic signals and cause a range of illnesses. There is various anecdotal evidence regarding the symptoms, but no firm evidence one way or the other on the matter. Artificial sources usually comprise overhead or underground high voltage power cables.

You should be aware that the presence of power cabling in the vicinity of a building can affect its value and potentially dissuade future purchasers. This is in addition to the health concerns of those occupying the property.

A1.26. Microwave Exposure.

Health concerns regarding microwave emissions from microwave transmissions masts used for a variety of communications systems have arisen from anecdotal evidence regarding illnesses, but no firm evidence one way or the other on the matter has been published.

You should be aware that the presence of radio transmission masts in the vicinity of a building can affect its value and potentially dissuade future purchasers. This is in addition to the health concerns of those occupying the property.

A1.27. Vermin.

Vermin can take a variety of forms including insects, animals and birds. Whilst inspecting the property we looked, in passing, for any indications of vermin such as bait traps and deterrents. Identification of tracks and traces of vermin is a specialist skill that is beyond the scope of our inspection and report and we cannot advise if vermin may be present even if there are no alternative indications.

A1.28. Japanese Knotweed and Giant Hogweed.

Japanese Knotweed was brought to Britain as an ornamental garden plant in the mid-nineteenth century and since then it has become widespread in the wild and causes serious problems by displacing native flora and causing structural damage.

Giant Hogweed was introduced to Britain in 1893 as an ornamental plant. It escaped from gardens and now colonises many areas of wasteland and riverbanks. It forms dense colonies that suppress the growth of native plants and grasses. The stems, edges and undersides of the leaves bear small hairs containing poisonous sap, and the slightest touch causes painful blistering and severe skin irritation.

The Wildlife and Countryside Act 1981 provides the primary controls on the release of non-native species into the wild in Great Britain. It is an offence under section 14(2) of the Act to 'plant or otherwise cause to grow in the wild' any plant listed in Schedule 9, Part II. This includes Japanese Knotweed and Giant Hogweed and all parts of the plant are considered as controlled waste under the Waste Regulations.

A1.29. Toxic Mould

Toxic mould, known as *Stachybotrys Chartarum*, produces substances called mycotoxins, chemicals alleged to cause seizures, skin rashes, respiratory difficulties, fatigue and other allergies and has already triggered a wave of multi-million dollar claims in the United States. Claims in the UK to date are limited but there is the possibility that the matter could escalate here.

Toxic mould often grows unseen behind walls and under floorboards but is frequently tolerated because it has not yet been seen as a danger to health. The increased perception that mould and damp conditions could now present a serious threat to health may persuade property occupiers to remove the mould where, in the past, they would not have done so.

If toxic mould is discovered in a place of work, employees might have reasonable grounds to refuse to work until the building is detoxified. The cost of relocating workers and disruption to business could be significant. Whether insurers, tenants or landlords pay for the clean-up of commercial buildings could be a potential source of conflict.

Condensation and damp are the main causes of conditions that promote the growth of toxic mould and can be combated by adequate natural and artificial ventilation. Fungicides and biocides can be used to make paints and other products resistant.

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