

Asset Condition Survey Report

Rochdale Borough Council November 2025

Leopold Court
Leopold Street
Rochdale
OL11 5HA



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1.0 Introduction

1.1 Scope of Survey

This report has been prepared following instructions received from Rochdale Borough Council to prepare a Condition Survey Report, Schedule of Condition and Budget Cost Estimate for remedial works, for the building fabric, services and grounds at Leopold Court, Leopold Street, Rochdale, OL11 5HA.

The inspection was carried out during November 2025. The inspection was of a visual, non-disruptive nature and areas which were concealed, unexposed or inaccessible were excluded. We therefore cannot confirm that any such areas are free from defects.

The weather was generally cold and wet. The building fabric survey was undertaken by Chris Hindle, Keaton Joyce and Adam Bailey of Drees & Sommer UK Ltd. The mechanical and electrical survey was undertaken by Jake Wyldes of Drees & Sommer UK Ltd.

The purpose of the survey was to establish condition and identify areas for further investigation, and furthermore to produce a Schedule of Condition and a Budget Cost Estimate for the necessary remedial works identified during the survey.

The report does not detail each individual repair to single elements. We have described urgent repairs, major works, highlighted safety hazards and applicable legislative requirements.

The survey excludes loose furniture and fittings.

1.2 Document Structure

This condition survey report is not intended to be a detailed list of all the defects found across the site. It identifies the likely end of life renewal across the elements of the site and outlines the main issues noted during the survey. Both the covering report and the appendices should be read in conjunction with one another.

The Schedule of Condition is included as an appendix to this report and is presented in Microsoft Excel format under Appendix A. The photographs are included as links within the Schedule of Condition Excel file.

An extract of the key findings is given in this report.

Appendix B includes drawings that outline the areas which are referenced in throughout the report.

The Budget Cost Estimate for the necessary remedial works is included within Appendix C.

A glossary of abbreviations used in this report and the Asset Condition data is included under Appendix D.

1.3 How to Use this Asset Condition & Element Lifecycle Report

The information given in this report should be the focal point of repair, maintenance and cyclical renewal discussions. This will allow forthcoming works to be discussed, reviewed and properly budgeted for. The report should be viewed as a budgetary tool that can assist Rochdale Borough Council in providing for future commitments on the work that needs to be undertaken to continue proper and safe operation of the estate and plan the amount of funding that should be allocated to this.

Drees & Sommer UK Ltd would be pleased to assist Rochdale Borough Council in implementing a structured maintenance programme of remedial works. We are able to provide a professional consultancy service, devising a programme to address the main issues to suit the budget. We are able to provide a schedule of rates for dealing with projects through from inception to completion, including producing schedules of work, drawings and tender packages and for managing the works on site including administering the defects liability period.

The data is provided in Excel format to allow Rochdale Borough Council to use this as a planning tool, making changes to the data as works are completed or as priorities change. It is prudent to undertake a review of the estate on a frequent basis. The frequency would be dependent upon the size and condition of the assets.

Drees & Sommer UK Ltd can provide a regular update service at intervals to suit the requirements of Rochdale Borough Council. As part of this, we would take into consideration present condition, works completed and Rochdale Borough Council's current priorities. Manipulation of the data and regular review of the estate's condition would mean the interactive report remains current and live, becoming a powerful tool in planning works and budgets for Rochdale Borough Council.

1.4 Condition and Priority Grades

We have rated the condition of building elements and priority of repairs throughout the report using the following ratings.

Condition

Grade A: In new condition.

Grade B: Meets required standards and is aging as expected with no anticipation of replacement or repairs in the short term relative to the life of the asset.

Grade B (C): As B, but is likely to require replacement in 1-5 years.

- Grade C: Asset meets the required specification standards but is expected to fail within the short term (20%-30% of life expectancy). May also be indicative of obsolete or worn assets with difficult to locate spare parts.
- Grade D: Asset fails to meet the required standard under the terms of the contract and required immediate (within 1 year) replacement or repairs.
- Suffix X: Supplementary rating added to condition C or D to indicate it is impossible to improve without replacement.

2.0 Building Condition and Recommendations

2.1 General Description of the Site and Buildings

Leopold Court is a temporary accommodation shelter for homeless people, located on Leopold Street, Rochdale, OL11 5HA.

The property was originally constructed in the 1990s and is a combination of single and 2-storey construction. The roof is of pitched/hipped roof construction and is covered with interlocking concrete tiles and concrete ridge and hip tiles. A number of Velux-style rooflights are situated atop the pitched roof construction. Fascias and soffits are formed in painted timber, whilst the rainwater goods are formed in PVCu. The external walls are loadbearing cavity masonry walls, and the external windows and doors are aluminium, timber and PVCu units. There are also a number of timber louvres situated at high-level.

Internally, the property accommodates a number of bedrooms, bathroom/WC areas, communal areas, offices, utility rooms, store rooms, catering facilities, plantrooms, circulation areas and other ancillary spaces.

The wider site consists of a combination of hard and soft landscaped areas, including a macadam car park to the east of the site, and concrete paved, block paved and gravel pedestrian walkways to the perimeter of the building, along with grassed areas to the north, west and south of the site. The site boundary is secured by a combination of metal weldmesh fencing, timber fencing and masonry walls, and is largely overgrown by trees/shrubbery. Additional timber fencing and masonry walls are also located within the curtilage of the site boundary. A number of external structures, fixtures and fittings are also located across the site, including a canopy, a storage container, planters, bollards, external tables/benches a small greenhouse, grit containers and litter bins.

The buildings included in this report are listed below and further referenced on the drawings under Appendix B.

2.2 Internal Building Fabric

2.2.1 Description & Condition

Internal Ceilings

The internal ceilings across the building are generally solid plaster/plasterboard ceilings throughout, with a number of timber panelled ceilings also. The majority of the internal ceilings have a textured, painted or papered finish. A number of ceiling hatches were also noted across some of the internal areas.

The condition of the internal ceilings varies across the building, with some of the ceilings deemed to be in a fair condition, whilst other areas have been subject to moisture damage and cracking. In addition to this, the ceiling finishes are generally dated/worn and in need of renewal. We therefore recommend that the ceilings that have suffered from moisture staining and cracking are repaired, and that further investigations are undertaken to determine the cause of the staining and cracking. Cyclical refurbishment/re-decoration works are also required to improve the aesthetic of the dated ceiling finishes.

Internal Partitions and Wall Finishes

The internal partitions generally comprise of lightweight stud partitions and masonry partitions, with a plastered/painted finish. Some of the internal partitions have a wall papered finish, with ceramic tiling also present within wet areas. Exposed masonry partitions were noted within the Resident's Lounge. Internal windows/hatches were noted sporadically throughout the building.

The internal wall finishes are generally dated and in need of cyclical refurbishment works (emulsion paint, tiling, wall paper etc). We also noted signs of dampness/moisture damage to some of the internal walls which requires remedial works, once the underlying cause of dampness has been rectified. Further investigations are required to determine the source of the dampness/moisture damage. In a number of isolated locations, there is evidence of minor cracking to the internal walls which needs to be locally repaired.

The internal windows/hatches were generally in a fair condition, when considering their age.

Internal Floor Finishes

The internal floor finishes are comprised of carpet sheet, carpet tiles, quarry tiles, exposed/painted concrete slabs, sheet vinyl flooring and barrier matting. The condition of many of the floor coverings was deemed to be poor, with evidence of staining, general wear-and-tear and life-expired floor finishes noted throughout. Some of the timber skirtings are also in need of replacement, owing to moisture damage, impact damage and general wear-and-tear.

Internal Doors

The internal doorsets are a combination of single and double timber doors, with those located throughout the non-residential areas having glazed vision panels. A number of PPC steel/composite doors were also noted internally. The condition of the internal doors varies throughout the building,

with some requiring only minor remedial works, such as replacement ironmongery, re-decoration works, minor in-situ repairs and the replacement of intumescent/smoke seals, whilst others are in need of full replacement.

Sanitary Fittings

Sanitary fittings throughout the building include wash basins, taps, hand dryers, cleaner's sinks, stainless steel sinks, showers, baths, WCs, cubicles, urinals, kitchen fittings and other sanitary fittings.

The majority of the sanitary fittings were in a functional/serviceable condition at the time of our inspection, with the majority requiring only minor remedial works, such as the renewal of silicone and other minor repairs. A number of items were, however, in a state of disrepair and are therefore in need of full replacement.

Fixtures, Fittings and Equipment

Fixtures, Fittings and Equipment includes timber shelving, mirrors, worktops, cupboards, curtains/blinds, reception desks/hatches, commercial kitchen benching etc. The condition of the Fixtures, Fittings and Equipment varies across the site, with some items requiring only minor remedial works, such as ad-doc repairs and cosmetic upgrades, whilst other items are in need of full replacement.

Please refer to Appendix A for further detail.

2.2.2 Principal Condition Issues

The table below summarises the existing internal building fabric principle condition issues:

Element & Component	BCIS Ref.	Surveyor Comments
Ceilings - Textured Finish	3.3 Ceiling Finishes	Cut out and make good crack. Leave decorated with two coats of emulsion paint.
Ceiling Hatch	3.3 Ceiling Finishes	Remove existing hatch and replace with insulated proprietary hatch.
Single Solid-Core Fire Rated or Non-Fire Rated Door/Double Solid-Core Fire Rated or Non-Fire Rated Door	2.8 Internal Doors	Replace door and frame using new fire rated door set, inc. hardware.
Ceilings - Textured Finish	3.3 Ceiling Finishes	Ceiling - Rub down ceiling, apply 1 coat of undercoat and 1 coat of emulsion over existing. Evidence of historic leaks noted. Further investigation is required.
Internal Walls/Partitions	2.7 Internal Walls and Partitions	Cut out and make good crack to plaster wall, not exceeding 75mm wide. Not exceeding 3m long.

Carpet Sheet/Carpet Tiles	3.2 Floor Finishes	Lift carpet, prepare substrate with new levelling compound and fix new carpet tiles or sheet.
Internal Walls/Partitions	2.7 Internal Walls and Partitions	Prepare wall and apply new skim finish.
Vinyl Floor Covering	3.2 Floor Finishes	Renew vinyl sheet, inc. prepare substrate, apply levelling compound and DPM.
Internal Walls/Partitions	2.7 Internal Walls and Partitions	Hack off and replace defective area of plaster finish.
Commercial Kitchen/Servery Benching	4.1 Fittings, Furnishings and Equipment	Replace kitchen stainless steel benching of approx. 700 mm deep.
Solid Timber Worktop	4.1 Fittings, Furnishings and Equipment	Replace using new 600 mm deep worktop. Silicone seal to apertures and perimeter junctions.
Ceramic Tiles	3.1 Wall Finishes	Hack off and renew ceramic tiles.
Floor Tiles	3.2 Floor Finishes	Break out defective quarry floor tiles, prepare and install new quarry tile finish.
Cleaners/Belfast sink	5.1 Sanitary Installations	Replace Belfast or cleaners type sink.
Solid with/without Plaster Finish	2.7 Internal Walls and Partitions	Evidence of dampness noted. Further investigation is required. Cut out and renew section. Decorate with two coats of emulsion paint.
Doc-M Pack	5.1 Sanitary Installations	Replace Doc-M pack including handrails, WHB and WC.
WC	5.1 Sanitary Installations	Replace WC and cistern.
Wash Basin	5.1 Sanitary Installations	Replace wash basin including taps.
Toilet Cubicles/Shower Cubicles	5.1 Sanitary Installations	Replace glass cubicle and door.
Bath/Accessible Bath	5.1 Sanitary Installations	Replace bath including taps.
Urinals - Bowl	5.1 Sanitary Installations	Remove existing bowl and replace with new ceramic bowl.

Wall Paper	3.1 Wall Finishes	Strip wall paper, prepare substrate and apply new printed or relief wall paper.
Reception Hatch/Counter	4.1 Fittings, Furnishings and Equipment	Replace laminate faced worktop approx. 600 mm deep.
Barrier/Entrance Matting	3.2 Floor Finishes	Renew with primary or secondary barrier matting in existing space/matt well.
Medium built-in timber cupboards 1 to 3m wide	4.1 Fittings, Furnishings and Equipment	Replace using new timber cupboard.
Vinyl Floor Covering	3.2 Floor Finishes	The floor covering is raised and is bubbling around the bathroom door. Further investigation is required. The floor covering is approaching the end of its serviceable life. Consider full replacement.
Shower & Accessories	5.1 Sanitary Installations	Replace shower with new thermostatically controlled mixer.
Internal Walls/Partitions	2.7 Internal Walls and Partitions	Evidence of water damage noted. Further investigation is required. Areas of defective plaster finish need to be repaired within the bathroom behind the toilet.
Shower & Accessories	5.1 Sanitary Installations	Replace glass cubicle and door.
Exposed Concrete Slab	3.2 Floor Finishes	Apply paint finish to exposed concrete slab.
Aluminium Single Door	2.8 Internal Doors	Renew protective coating in-situ.
Timber Panel/Boarded Ceiling	3.3 Ceiling Finishes	Remove existing and replace using new 600 x 600 mm suspended grid type ceiling.
Emulsion/Eggshell Paint (Wall)	3.1 Wall Finishes	Wall - Rub down, apply 1 coat of undercoat and 1 coat of emulsion over existing. Evidence of water damage and cracking noted. Further investigation is required.
Base Unit - 600 mm wide	4.1 Fittings, Furnishings and Equipment	Replace base unit cupboard.
Stainless Steel Sink	5.1 Sanitary Installations	Replace stainless steel sink with drainer. Seal to existing worktop.

Fixed Wall Mounted Cupboards	4.1 Fittings, Furnishings and Equipment	Replace using new timber cupboard.
Aluminium Sliding Door	2.6 Windows and External Doors	Replace door and frame on like for like basis.
Reception Hatch/Counter	4.1 Fittings, Furnishings and Equipment	Replace reception hatch including new glass screen, reception work surface and lockable hatch.
PVCu/Vinyl Wall Lining	3.1 Wall Finishes	Remove the existing panels and replace using new plasterboard with skim and decorated finish.
Emulsion/Eggshell Paint (Wall)	3.1 Wall Finishes	Wall - Rub down, apply 1 coat of undercoat and 1 coat of emulsion over existing. Evidence of dampness noted. Further investigation is required.
Aluminium Double Door	2.6 Windows and External Doors	Replace double glazed unit in existing frame.
Rooflights	2.3 Roof	Replace Velux type rooflight in pitched roof.

2.3 External Building Fabric

2.3.1 Description & Condition

Roof Coverings

The roof is of pitched/hipped roof construction and is covered with interlocking concrete tiles and concrete ridge and hip tiles. A number of Velux-style rooflights are situated atop the pitched roof construction, with vent pipes and other roof projections protruding through the roof coverings. Abutment details are generally formed in leadwork, with a number of lead valley gutters allowing rainwater to discharge from the pitched roof areas into the eaves gutters below.

We did not note any obvious significant issues with the roof coverings from our ground-level inspection, however staining was evident to a number of the internal ceilings and wall finishes which suggests that there could be inherent issues with the roof coverings. Our inspection of the roof areas was also impeded by moss/vegetation growth across the roof area, which may be concealing some roof defects. We therefore recommend that further roof level inspections/drone surveys are carried out in order to identify exact areas of water ingress. We did, however, note a number of minor issues with the roof coverings from ground level, including an accumulation of vegetation/debris across the roof coverings and within the valley gutters, defective sections of leadwork, poor detailing around

service penetrations, isolated lifted/defective roof tiles, loose ridge tiles and defective pointing to ridges, hips and verges. Evidence of historic pointing repairs were noted to the ridge tiles, which indicates that the defective mortar joints within these areas may have previously contributed to the cause of moisture staining across the internal ceiling finishes. It is therefore recommended that pointing repairs are carried out to the hips/ridges/verges, and other subsequent remedial works to the items highlighted above are carried out.

To the north-east of the building, one of the roof projections has a concrete capping which is heavily stained and is beginning to spall. A waterproof covering is therefore required to prevent further deterioration. In addition to this, the Velux-style rooflights are also in a poor condition and are allowing rainwater to penetrate the external building envelope. It is recommended that the rooflights are replaced.

Fascias and Soffits

The fascias and soffits across the external elevations of the building are formed in painted timber. The fascias and soffits are weathered and are generally life-expired and, as a minimum, require ad-hoc repairs and re-decoration works. We would, however, recommend that full replacement is considered within the short-medium term, with new PVCu fascias and soffits which require less general maintenance. The costs identified within our Schedule of Condition are reflective of this recommendation.

Rainwater Goods

The external rainwater goods across the building comprise of PVCu gutters and downpipes. The rainwater goods are approaching the end of their serviceable life, with a number of defects/leaks noted at the time of our survey. The gutters are also blocked with debris in certain areas. We therefore recommend that the existing rainwater goods are replaced in full.

External Walls

The external walls are formed in loadbearing cavity masonry. The external walls were deemed to be in a fair condition overall, however we did note a number of issues at the time of our survey. Minor efflorescence/staining was noted to masonry and to the head of some of the window reveals in certain areas, which suggests that rainwater is trapped within the cavity and is unable to escape. Further intrusive investigations across these areas are recommended in order to verify this. In addition to this, we also noted isolated defective mortar/brickwork that requires remedial works, along with some old service penetrations that require making-good and some expansion joints that require renewal. Minor cracking of the external masonry was noted in certain areas, most notably around some of the structural openings. Whilst we do not feel that this cracking is cause for immediate concern, we would recommend that the cracks are further monitored to ensure that they do not worsen over time.

We also noted that, in some areas, the external hard-landscaping had been laid close to the DPC (up to the same level in some cases), which may be contributing to the low-level dampness across some of the internal spaces. It is recommended that there is a minimum of 150mm difference in level is provided between any external hardstandings and the existing DPC.

External Windows and Doors

The external doors are a combination of double and single aluminium, timber and PVCu doors, and the external windows are double-glazed, aluminium framed windows and timber casement windows. There are also a number of timber louvres situated at high-level.

The windows are in a reasonable condition, requiring only ironmongery repairs/replacement and minor repairs to the window units themselves. The timber louvres also appear to be in a fair condition, however our inspection of these items was based on what could be seen from ground level only.

The condition of the external doors was also satisfactory, with the majority of the doors requiring minor repairs. 1Nr. aluminium sliding door to the Resident's Lounge is, however, in need of full replacement.

Please refer to Appendix A for further detail.

2.3.2 Principal Condition Issues

The table below summarises the existing external building fabric principle condition issues:

Element & Component	BCIS Ref.	Surveyor Comments
Roof Feature	2.3 Roof	Signs of dampness/water ingress noted, and the concrete capping is beginning to spall. Provide waterproof covering to the roof projection to alleviate rainwater penetration.

Roof Covering - Concrete Tile Covering	2.3 Roof	Clean the roof covering by spray applied chemical and light brushing. Clear leaves/debris from valley gutters. Replace isolated lifted/defective roof tiles. Undertake isolated repairs to verge and ridge pointing (historic repairs noted, along with some gaps between the ridge tiles). Re-fix loose ridge tiles. Replace isolated sections of defective lead flashing and rectify poor detailing around services penetrations. Moisture staining was noted to some of the ceiling finishes internally, which may be indicative of ongoing roof leaks. Further roof level inspections are required to identify exact areas of water ingress.
Timber Fascia	2.3 Roof	Renew decoration to timber fascias and undertake isolated repairs. Consider replacing the timber fascia's with new PVC or plastics fascia to existing grounds.
Timber Soffit	2.3 Roof	Renew decoration to timber soffits and undertake isolated repairs. Consider replacing the timber soffits with new PVC or plastics soffits to existing grounds.
PVCu Rainwater Goods	2.3 Roof	The rainwater goods are approaching the end of their serviceable life, with a number of defects/leaks noted at the time of our survey. The gutters are also blocked with debris in certain areas. Remove defective rainwater goods and replace like-for-like.

Main Walls - Masonry/Stone	2.5 External Walls	Clean the masonry/stone facade using light chemical methods. Efflorescence/staining noted to masonry and to the head of some of the window reveals in certain areas which suggests that rainwater is trapped within the cavity and is unable to escape. Further investigation across these areas is recommended. Undertake isolated pointing repairs to areas of missing/defective mortar. Repair/replace defective bricks. Renew defective expansion joints. Make good old service penetrations. Minor cracking noted in isolated locations. Further structural monitoring recommended. The external hard landscaping has been paved up to the DPC level in certain areas, which may cause issues with internal dampness. It is recommended that there is a minimum of 150mm difference in level between any external hardstandings and the existing DPC.
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2.4 Site

2.4.1 Description & Condition

Hard Landscaping

The hard landscaped areas across the site comprise of a macadam car park, along with areas of block paved, concrete paved and gravel pedestrian walkways, with sporadic areas of concrete surfacing and external quarry tiling.

The macadam surfacing is generally in a poor condition, with a number of pot holes/defective areas noted. The line markings to the macadam car park are also in need of renewal.

The gravel surfacing is generally overgrown and has been inadequately maintained, and so is in need of replacement.

As noted above, some of the concrete paved/block paved pedestrian walkways have been laid close to the DPC (up to the same level in some cases), which may be contributing to the low-level dampness across some of the internal spaces. It is recommended that there is a minimum of 150mm difference in level is provided between any external hardstandings and the existing DPC. Some areas of the concrete paving and block paving are also raised/uneven underfoot which poses a trip hazard, with some damaged concrete paving flags also noted around the perimeter of the building. The external

pedestrian walkways are generally soiled and littered with vegetation/debris. Our cost estimates allow for the full replacement of the external concrete paved and block paved pedestrian walkways in order to alleviate the DPC breaches, and also to address the issues noted above.

Isolated defects were noted to the concrete surfacing and quarry tiles, which can be repaired in-situ.

Soft Landscaping

The soft landscaped areas comprise of grassed areas, trees, and hedgerows/planting.

The soft landscaped areas are generally overgrown and in need of ongoing sitewide maintenance on a regular basis.

Drainage

We have not undertaken an invasive drainage survey of the site, however no obvious signs of issues with the drainage system were noted during our survey. We recommend that a full CCTV drainage survey of the site is carried out to identify any inherent issues with the drainage system.

Externally, the surface water drainage across the site is managed by a series of Aco style linear drainage gulleys and outlets, and concrete linear road gulleys. We would recommend that periodic cleaning/jetting of the external drainage is carried out regularly. Some of the concrete linear road gulleys are also damaged and in need of replacement.

External Fencing/Gates

The site boundary is secured by a combination of metal weldmesh fencing, timber fencing and masonry walls, and is largely overgrown by trees/shrubbery, so our inspection was limited in these areas. Additional timber fencing and masonry walls are also located within the curtilage of the site boundary.

The timber fencing and gates did, however, appear to be in a poor condition, and so we have allowed for full replacement within our cost estimate.

Some sections of the metal weldmesh fencing are loose/leaning and require replacement. The protective coating to the fencing also appears to be failing in certain areas.

A section of the external low-level masonry wall has been subject to impact damage and needs to be re-built. In addition to this, we also noted some minor defects to the masonry walls, including dampness, staining, vegetation growth, defective mortar and spalled brickwork.

External Structures, Fixtures and Fittings

A number of external structures, fixtures and fittings are also located across the site, including a canopy, a storage container, planters, bollards, external tables/benches a small greenhouse, grit containers and litter bins.

The external canopy is dilapidated and in need of replacement. Likewise, the external tables, benches and planters are also heavily weathered and would benefit from full replacement.

A number of minor defects were noted to the storage container, including spot corrosion where the protective coating is failing, along with defective door ironmongery, however we were unable to inspect the container internally due to access restrictions.

Please refer to Appendix A for further detail.

2.4.2 Principal Condition Issues

The table below summarises the existing external site principle condition issues:

Element & Component	BCIS Ref.	Surveyor Comments
Timber Fencing & Gates Generally	8.4 Fencing, Railings and Walls	Renew timber fencing including posts with new metal powder coated fencing system. Allowance for full replacement in costings.
Surface Water Drainage	8.6 External Drainage	Clear existing drains of blockage/debris. Replace defective sections of linear drainage. Sitewide CCTV drainage survey recommended to verify the condition of the below-ground drainage.
Floor Mounted Canopy	8.5 External Fixtures	Replace the canopy using new metal framed with polycarbonate infills mounted supported by stanchion and concrete foundations.
Fencing & Walls - Masonry Walls	8.4 Fencing, Railings and Walls	Clean down masonry walls and remove vegetation growth to help to alleviate dampness. Undertake localised pointing repairs and make good localised areas of masonry where damaged/decayed. Re-build sections of the walls where they have been subjected to impact damage.
Metal Fencing & Gates Generally	8.4 Fencing, Railings and Walls	Renew defective section of the metal fencing. Renew protective coating in situ.
Gravel Surfacing	8.2 Roads, Paths, Pavings and Surfacing	Replace gravel including new sub base and geotextile membrane. Replace defective timber edgings.

Flagged Surfacing (Concrete)	8.2 Roads, Paths, Pavings and Surfacing	The external concrete flagged paths have been paved up to the DPC level in certain areas, which may cause issues with internal dampness. It is recommended that there is a minimum of 150mm difference in level between any external hardstandings and the existing DPC. Some areas of the paving flags are also uneven under-foot and some flags are raised, which poses a trip hazard. Some of the concrete paving flags are also damaged and littered with vegetation/debris. Replace areas of flagging and sub base. Undertake repairs to damaged brick edgings.
Block Paving	8.2 Roads, Paths, Pavings and Surfacing	The external block paved paths have been paved up to the DPC level in certain areas, which may cause issues with internal dampness. It is recommended that there is a minimum of 150mm difference in level between any external hardstandings and the existing DPC. Some areas of the block paving are also uneven under-foot, which poses a trip hazard. The block paving is generally soiled with vegetation growth noted. Lift areas of block paving, renew pavements and sub base.
Tarmac Surfacing	8.2 Roads, Paths, Pavings and Surfacing	Clean down macadam surfacing. Cut out and renew section of roadway/car park surfacing including sub base. Renew line markings.

2.5 Mechanical and Electrical Services

2.5.1 Electrical Services Description & Condition

Electrical Switchgear & Distribution Boards

Leopold Court is served via a singular three phase 63A distribution board located within an external store.

Despite the distribution board being functional it is in poor condition, showing signs of deterioration, past its typical life expectancy and lacking a valid EICR inspection. With the distribution board being locked at the time of survey, it is unknown whether spare ways are exposed or blanks missing.

This distribution board also helps serve two separate smaller boards, one of which is for the lift and one for external lighting.

Lighting – External

The external lighting consists of small wall-mounted floodlighting luminaires and compact fluorescent bulkheads. Single column luminaires exposed car park and surrounding areas. These are controlled via a MEM Autoline contactor. LED lighting upgrade is recommended.

Lighting – Internal

The internal lighting within the Leopold Court consists of efficient LED luminaires and feature LED lighting to a variety of spaces, these have been recently installed and are in good condition.

Within other areas Leopold Court, a number of fluorescent linear luminaries should be taken into consideration and receive an LED lighting upgrade throughout, where benefits include maintenance and energy savings.

Emergency Lighting

The emergency lighting installation consists of non-maintained emergency bulkheads which are surface mounted, with some integral to general lighting luminaire.

It is recommended that emergency lighting be upgraded and replaced as the general fluorescent lighting is replaced with LED.

Small Power

The buildings small power socket outlets, fuse spurs, isolators overall appear to be in reasonable condition as expected of its age.

Internally within Leopold Court circulation items appeared to be in reasonable condition.

Fire Alarm

The fire alarm installation was recently refurbished (2018), so appears in reasonable condition in line with its age. The panel is located within the main office and devices including smoke detectors, manual call points, fire alarm interfaces and sounders are installed throughout.

Intruder Alarm

There is an advanced CCTV system in place, including internal and external cameras. This system reports into the monitoring station located within the main office. The CCTV system appears to be in good condition.

Lifts

There is 1No. passenger lift on site, manufactured and maintained by Otis. The lift is in reasonable condition.

Lightning Protection

Following a visual inspection on site, we did not note any form of lightning protection to the building. This should be reviewed further and advised that lightning protection should be installed to cover the whole building.

Please refer to Appendix A for further detail.

2.5.2 Principal Condition Issues

The table below summarises the existing electrical services principle condition issues:

Element & Component	BCIS Ref.	Surveyor Comments
Main Switchgear And Distribution	5.8.1 Electric Mains and Sub-mains Distribution	Based on the likely economic life expectancy stated in CIBSE Guide Part M (maintenance Engineering and Management), electrical distribution boards across site well past recommended lifecycle age therefore advised to be upgraded.
General Lighting And Switching	5.8.3 Lighting Installations	There are a number of existing fluorescent luminaires, consideration should be given to a LED lighting upgrade throughout, where benefits will include maintenance and energy savings.
General Lighting And Switching	5.8.3 Lighting Installations	EICR Report has not been provided for review.
Lightning Protection	5.11.3 Lightning Protection	Lightning protection system not present on site, recommendation that it be installed to cover whole building.

2.5.3 Mechanical Services Description & Condition

Heating

Leopold Court is heated through a pressed steel radiator system, where hot water is generated by the externally based Hamworthy UR340 central boiler and circulated throughout various radiator units.

It has been noted that the majority of components within this system are beyond their recommended life expectancy, and it is therefore suggested that they be upgraded. A long-term solution would be to consider an all-electric system.

Hot Water Services

Hot water is provided to Leopold Court via a newly installed Watermaster 25 Evo direct-fired gas water heater, located in the external 'boiler room'. This provides hot water throughout the building, including the mechanical showers based within residents' bedrooms.

There is also a singular ZIP Hydroboil instant water heater to provide hot water to the residents' kitchen/dining area. This appears to be in reasonable condition.

Cold Water Services

The incoming water supply to the centre and associated pipework appears in reasonable condition.

The mains water meter was not located/inspected as part of the survey, however any condition issues would be responsibility of the supplier.

The latest Water Risk Assessment has not been provided for review.

Mechanical Cooling

Leopold Court has a singular cassette unit installed within an office, providing cooling to that room. No other mechanical cooling equipment was identified.

Ventilation

A considerable number of extract fans are installed within wall spaces throughout various areas, including toilets, bedrooms and circulation spaces.

Visually, the extract fans appeared to be approaching the end of their serviceable life in most cases.

These items will require replacement under the property's ongoing lifecycle programme in the coming years.

Please refer to Appendix A for further detail.

2.5.4 Principal Condition Issues

The table below summarises the existing mechanical services principle condition issues:

Element & Component	BCIS Ref.	Surveyor Comments
Hot Water Distribution	5.4.3 Hot Water Distribution	The latest Water Risk Assessment has not been provided for review.
Mechanical Services	5.2 Services Equipment	Based in the likely economic life expectancy stated in CIBSE Guide Part M (maintenance Engineering and Management), the following notable mechanical and electrical services assets should be considered for replacement in the next 5–10 years, namely: • Circulation Pumps • Pressurisation Unit • Gas fired Modular Boiler • Extract fans • Valves • Insulation • Pipework • Flues • Cassette Unit

2.6 Further Investigations

The issues that require further investigation are as follows:

Element & Component	BCIS Ref.	Surveyor Comments
Roof Covering - Concrete Tile Covering	2.3 Roof	Clean the roof covering by spray applied chemical and light brushing. Clear leaves/debris from valley gutters. Replace isolated lifted/defective roof tiles. Undertake isolated repairs to verge and ridge pointing (historic repairs noted, along with some gaps between the ridge tiles). Re-fix loose ridge tiles. Replace isolated sections of defective lead flashing and rectify poor detailing around services penetrations. Moisture staining was noted to some of the ceiling finishes internally, which may be indicative of ongoing roof leaks. Further roof level inspections are required to identify exact areas of water ingress.
Main Walls - Masonry/Stone	2.5 External Walls	Clean the masonry/stone facade using light chemical methods. Efflorescence/staining noted to masonry and to the head of some of the window reveals in certain areas which suggests that rainwater is trapped within the cavity and is unable to escape. Further investigation across these areas is recommended. Undertake isolated pointing repairs to areas of missing/defective mortar. Repair/replace defective bricks. Renew defective expansion joints. Make good old service penetrations. Minor cracking noted in isolated locations. Further structural monitoring recommended. The external hard landscaping has been paved up to the DPC level in certain areas, which may cause issues with internal dampness. It is recommended that there is a minimum of 150mm difference in level between any external hardstandings and the existing DPC.

Ceilings - Textured Finish/Emulsion/Eggshell Paint (Ceiling)	3.3 Ceiling Finishes	Ceiling - Rub down ceiling, apply 1 coat of undercoat and 1 coat of emulsion over existing. Evidence of historic leaks noted. Further investigation is required.
Ceilings - Textured Finish	3.3 Ceiling Finishes	Evidence of leak noted. Further investigation is required. Cut out and renew section. Decorate with two coats of emulsion paint.
Internal Walls/Partitions	2.7 Internal Walls and Partitions	Evidence of dampness noted. Further investigation is required. Cut out and renew section. Decorate with two coats of emulsion paint.
Ceilings - Textured Finish	3.3 Ceiling Finishes	Evidence of dampness noted. Further investigation is required. Cut out and renew section. Decorate with two coats of emulsion paint.
Vinyl Floor Covering	3.2 Floor Finishes	The floor covering is raised and is bubbling around the bathroom door. Further investigation is required. The floor covering is approaching the end of its serviceable life. Consider full replacement.
Internal Walls/Partitions	2.7 Internal Walls and Partitions	Evidence of water damage noted. Further investigation is required. Areas of defective plaster finish need to be repaired within the bathroom behind the toilet.
Emulsion/Eggshell Paint (Wall)/Solid with/without Plaster Finish	3.1 Wall Finishes	Wall - Rub down, apply 1 coat of undercoat and 1 coat of emulsion over existing. Evidence of water damage and cracking noted. Further investigation is required.

3.0 Standard Exclusions and Limitations

Detailed examination of accessibility is outside the scope of this survey. We have not undertaken an Accessibility Audit of the property and so recommend that an Accessibility Audit is undertaken, prior to occupation, to identify any deficiencies with the existing access arrangements.

The scope of our report does not extend to an inspection or reporting upon asbestos within any of the buildings.

This report does not constitute a fire risk assessment.

Quantities have been derived from site based measurements and external measurements using Google Earth Pro. Floor plans and drawings have been provided by the client, measurements taken on site have been used to scale the drawings. Any reference to measurements should only be considered in an illustration purpose and further investigations, along with detailed measurements should be taken before undergoing any remedial work.

We have not inspected below ground drainage systems or lifted inspection chamber covers to determine condition of the same, nor have we inspected above ground waste drains that pass from the site of inspection to other adjacent sites. Where appropriate we have noted the condition of above ground drainage pipework by a visual inspection only. We recommend that a CCTV Drainage Survey is undertaken, prior to occupation, to identify any issues with the existing sitewide drainage system.

We have not undertaken a Fire Integrity Survey of the property and so recommend that a Fire Integrity Survey is undertaken (in accordance with the building's Fire Strategy Drawings), prior to occupation, to identify any deficiencies with the existing fire stopping/fire-resisting materials.

We have not inspected any of the building or its services which are built in, covered up or made otherwise inaccessible in the normal course of construction fitting out or occupation and therefore, we will be unable to state that such parts are free from rot or insect infestation, deterioration, corrosion or other defects. No exploratory or intrusive investigations were undertaken.

All observations have been made following a visual inspection/assessment of the condition of all exposed and accessible parts to identify significant defects and items of disrepair. The assessment was non-destructive. We have not determined the foundation details and composition/condition of sub-strata.

The exterior was assessed from ground level. Sub floors and concealed spaces have not been inspected.

Recommendations and associated costs for upgrading, improving or ensuring compliance with the latest legislation etc.; if not legally applicable retrospectively, allowance has not been made within the Asset Condition Data.

We have not made enquiries with any Statutory Authority concerning the present arrangement within the buildings or the likely effect of the proposed occupation and the complexity of Building Regulations and other statutory enactments often has a material effect on the way in which the building is planned, used, and upon the cost of consequential work.

Any recommendations made in respect of Health and Safety and/or Fire Regulations are for guidance purposes only. They should not be considered as a definitive solution but should be included within an overall Health and Safety Policy.

The estimated costs exclude design contingencies, VAT, professional fees and any statutory fees that may be applicable unless otherwise explicitly stated as part of the cost estimate.

Costs are adjusted based on the relevant BCIS location factor. Costs include preliminaries, overheads and profit and are based on a work package contract value of £650,000. Costs are an estimate and are intended to aid budget planning. The budget rates derive from BCIS benchmark data and/or recently tendered rates from works of a similar nature.

The costs are current at 4th quarter 2025. The costs include the construction costs, contractor preliminaries and OH&P, contingency, professional fees and inflation. Surveys (unless otherwise stated), fixed FF&E and loose FF&E are excluded. Value Added Tax (VAT) has been included at 20% of the construction costs, contractor preliminaries and OH&P, contingency, professional fees and inflation, however VAT in relation to construction works is a complex area, and it is therefore recommended that specialist advice is sought to ensure that the correct rates are applied to the works.

Given that the construction industry is at this time extremely volatile in nature we are currently experiencing high levels of variance between tender returns from Contractors. The market has been in a sustained period of flux since Brexit and COVID-19 pandemic, and has been further impacted by the continuing Ukraine conflict and current extraordinary inflation/cost of living crisis, of which the lasting impacts are unknown. This issue has been exacerbated by recent increasing levels of resistance to fixing Tender/Contract Sums for the duration of the Works across the industry with several tenders received in recent months where Contractors are requesting 'Fluctuation' clauses be included or material uplifts dealt with as variations.

This report outlines the general operation and condition of the mechanical and electrical services within the various buildings on the site and outlines the general and statutory maintenance requirements for the various elements of the services. We have not been provided with any testing/servicing records for the existing mechanical and electrical installations, and so our comments/recommendations are based on a visual inspection only.

The report does not allow that any contracts are in place to carry out the statutory maintenance and certification of any of the services, or that any such works have been carried out. Statements on statutory requirements are advisory only and are meant to assist Rochdale Borough Council in determining what maintenance contracts should be in place, and an estimated cost for such contracts is included in the attached budgets.

It should be noted that failure to have the necessary servicing, testing and maintaining carried out may affect a building's insurance cover and ultimately the health and safety of all members of the public, pupils and staff for which you could be personally liable.

The survey is specific to the existing site conditions on the day of inspection.

APPENDIX A

Schedule of Condition (Excel file) – see attached Excel document

APPENDIX B

Location Plans

Notes:

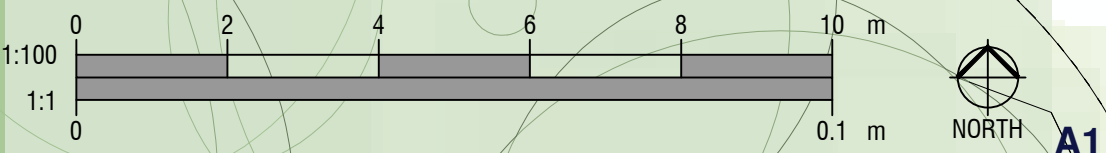
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Rev	Date	Revision notes	By	Check	
Client			Drawing Title		
Rochdale Council			Leopold House GF		
Project Title			Drawn	Date	
Leopold Court			KJ	30/10/25	
Condition Survey			Checked	Date	
			CH	30/10/25	
DWG No.	28448.001	Scale	NTS	Revision	-



1
Scheme Parking

2

3

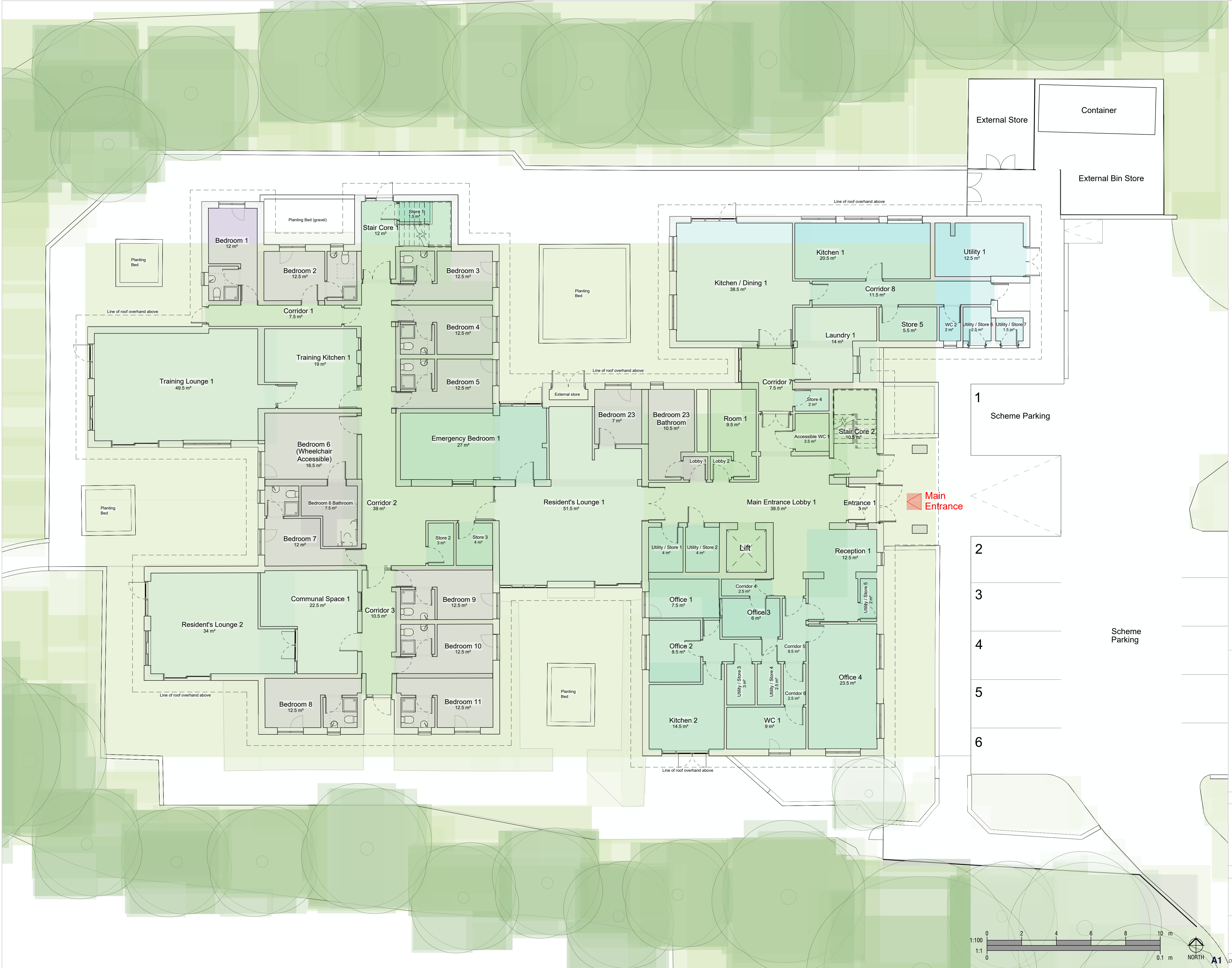
4

5

6

Scheme
Parking

Main
Entrance





Notes:

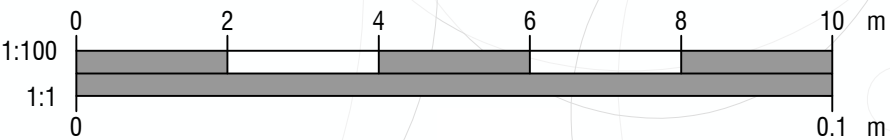
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-					
Rev	Date	Revision notes	By	Check	
Client			Drawing Title		
Rochdale Council			Leopold House FF		
Project Title			Drawn	Date	
Leopold Court			KJ	30/10/25	
Condition Survey			Checked	Date	
			CH	30/10/25	
DWG No.	28448.002	Scale	NTS	Revision	-



A1



1 North Elevation



2 South Elevation



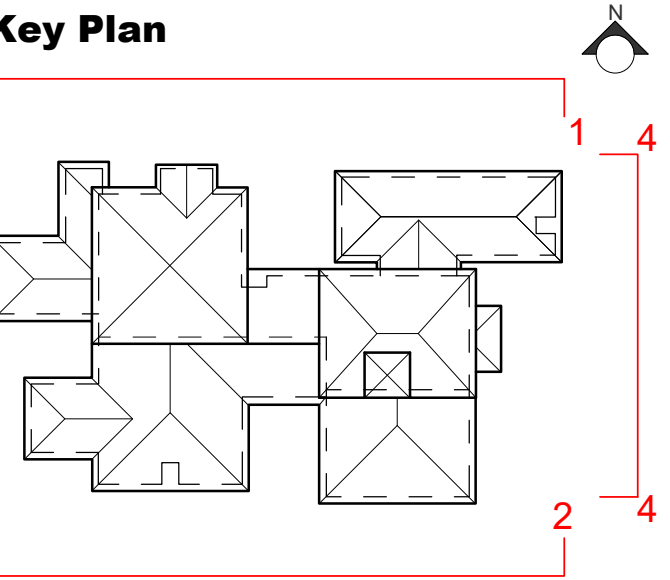
3 West Elevation



4 East Elevation

Scale 1:100
0m 1m 2m 5m

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■ TRIANGLE ARCHITECTS LIMITED ASSERTS ITS RIGHTS TO BE IDENTIFIED AS THE AUTHOR OF THIS DESIGN.
■ DRAWING NOT TO BE SCALED: FIGURE DIMENSIONS TO BE WORKED TO IN ALL CASES.
■ THE CONTRACTOR IS RESPONSIBLE FOR CHECKING DIMENSIONS, TOLERANCES & REFERENCES.
■ ANY DISCREPANCY TO BE VERIFIED WITH THE ARCHITECT BEFORE PROCEEDING WITH THE WORKS.
■ REPORT ERRORS & OMISSIONS TO ARCHITECT.
■ WHERE AN ITEM IS COVERED BY DRAWINGS OF DIFFERENT SCALE, THE LARGER SCALE DRAWING TO BE WORKED TO. DO NOT SCALE FROM THE DRAWING. FIGURED DIMENSIONS TO BE WORKED TO IN ALL CASES.
■ CHECK ALL DIMENSIONS ON SITE.
■ DRAWING TO BE READ IN CONJUNCTION WITH THE HEALTH & SAFETY PLAN, AND ALL RELEVANT RISK ASSESSMENTS AND THE FOLLOWING DRAWINGS:



P01 30.01.24 JM First Issue.	
Rev	Date
By	Remarks
Client: Rochdale Borough Council	
Project No. / Project Name: 21-035 / Leopold Court	
Drawing Name: GA Existing Building Elevations	
Drawing Purpose: INFORMATION	
Project:	Origin:
Vol/Sys:	Level:
Type:	Role:
Drng No.:	Revision
LPC - TRI - Z1 - ZZ - DR - A - 2201	P01
Status:	Scale @ A1
Drawn:	Check:
Date:	
1 : 100	JM AJD 01/23/24
TRIANGLE ARCHITECTS	
Tek 0161 272 3500 E-mail: studio@trianglearchitects.co.uk Web: www.trianglearchitects.co.uk Twitter: @TriangleArch	
Lower Ground Floor, 4 Jordan Street, Manchester, M15 4PY	

APPENDIX C

Budget Cost Estimate

Ref	Description	Quant	Unit	Rate £	Total £
1.00	Refurbishment Works				
1.01	Building fabric remedial works costs as per the Schedule of Condition	1	item	426,628.38	426,628.38
1.02	MEP remedial works costs as per the Schedule of Condition	1	item	221,260.00	221,260.00
2.00	Preliminaries, Overheads and Profit	15	%		97,183.26
Construction Cost:					745,071.63
3.00	Inflation				Excluded
4.00	Allowance for FF&E				Excluded
5.00	Allowance for Contingency				
5.01	- design contingency	5.0	%		37,253.58
5.02	- project contingency	5.0	%		37,253.58
6.00	Allowance for Surveys	2.5	%		20,489.47
7.00	Allowance for Professional Fees	10.0	%		84,006.83
Subtotal:					924,075.09
8.00	VAT at 20%	20.0	%		184,815.02
Estimated Total Project Cost:					1,108,890.11

1.00 Cost Analysis

- 1.01 The construction costs shown above include the works as detailed within the Schedule of Condition, plus Contractor's preliminaries and overheads and profit.
- 1.02 The project costs include the construction costs, risk allowances, professional fees, surveys and VAT at 20%. VAT in relation to construction works is a complex area and it is therefore recommended that specialist advice is sought to ensure the correct rates are applied to this project. FF&E and inflation are excluded.
- 1.03 Given that the construction industry is still very volatile in nature we are currently experiencing high levels of variance between tender returns from Contractors.

2.00 Pricing Basis

- 2.01 The Cost Plan is current at 4th quarter 2025, and inflation is included within the construction costs on the basis that the works are successfully tendered prior to the end of 1st quarter 2026. If any significant delay to the project is experienced, then inflation will need to be reviewed.
- 2.02 Where there is an absence of detailed specification, allowances have been made based upon similar requirements on previous projects and will require review upon issue of the detailed design elements.
- 2.03 A contingency allowance of 10% has been included.
- 2.04 An allowance for surveys has been included at 2.5%.
- 2.05 An allowance for professional fees has been included at 10%.
- 2.06 Costs are an estimate and are intended to aid budget planning. The budget rates derive from BCIS benchmark data and / or recently tendered rates from works of a similar size / nature.
- 2.07 Quantities have been derived from site based measurements and external measurements using Google Earth Pro. Floor plans and drawings have been provided by the client, measurements taken on site have been used to scale the drawings. Any reference to measurements should only be considered in an illustration purpose and further investigations, along with detailed measurements should be taken before undergoing any remedial work.

3.00 Assumptions

- 3.01 Adjacent Client facilities will be in occupation for the duration of the Works, however no restrictions will be enforced which will detrimentally affect the Works, including orders to cease works due to noise and disruption, unless agreed in advance for exam periods, etc.
- 3.02 All mains services can be supplied through existing services from adjacent buildings and that the simplest routes and installation methods are available on site.
- 3.03 Construction works will be carried out in a single phase with unrestricted access.

4.00 Exclusions

- 4.01 The following surveys and information are currently outstanding, and costs in relation to the above are provisional and will require firming up when the relevant information is available, including dedicated design proposal drawings and specifications:
- asbestos survey report
 - CCTV drainage survey
 - fire integrity survey
 - high-level roof survey / drone survey
 - further structural investigations, as noted within the Schedule of Condition
- 4.02 Exploration, removal or treatment of contaminated materials within the works areas, including asbestos, unless specifically identified within the cost estimate.
- 4.03 Works in connection with obstructions or deleterious materials discovered during the works.
- 4.04 Costs in association with new statutory incoming services.
- 4.05 Excessive builders works in association with new incoming services and services installations.
- 4.06 Provision, running and removal of temporary accommodation.
- 4.07 Decant costs, costs associated with the transfer of any equipment or the provision of IT equipment, PCs, servers etc.
- 4.08 Future changes to statutory requirements or fees associated with legal, BREEAM / SKA assessments, etc.
- 4.09 Inflation is excluded.

APPENDIX D

Limitations and Scope

CT/eo/BS/E28448/8.5

01 August 2025

Lia Jackson
Rochdale Borough Council
Number One Riverside
Smith Street
Rochdale
OL16 1XU5

Dear Lia

Letter of Engagement ("LoE")
Leopold Court, Rochdale ("the Project")

Detailed Condition Survey and Preparation of a Schedule of Work

We write to confirm the Drees & Sommer UK Ltd ("D&S UK") proposal to carry out the Services (as more particularly set out in section 1.0 below) to complete the Project for Rochdale Borough Council ("the Client").

The Project involves undertaking a building condition survey to identify the extent of remedial work required of Leopold House, a homeless shelter located on Lea Road, Rochdale. On completion of the condition survey we are required to output a completed survey report along with budgets for remedial works and a separate schedules of work detailing works required to bring the building back to an acceptable standard. The assessment will be on a room-by room, elevation-by-elevation basis and will identify the extent of work required to allow a contractor to accurately price the remedial works required.

The Services shall be carried out in accordance with the terms of this LoE and the Terms and Conditions of Engagement (based on the Royal Institution of Chartered Surveyors Standard Form of Consultants Appointment) in the form as set out in the attached Schedule ("the Conditions"). In the event of any ambiguity between this LoE and the Conditions, the terms of this LoE shall apply.

The Contract for the provision of the Services shall comprise this LoE and the Conditions only (to the exclusion of any terms provided by the Client at any time), together with any additional documentation as may be referred to in Appendix 3 of this LoE (together referred to as "the Contract"). Any changes must be agreed in writing by D&S UK and the Client.

In the event that you fail to return a signed copy of this LoE but you instruct D&S UK to start the Services in advance of returning the signed Contract, D&S UK will provide the Services in accordance with the terms of the Contract and your instructions or permission to commence the Services shall be treated as your formal acceptance of the Contract as set out in the LoE and Terms and Conditions of Engagement by which you will be contractually and legally bound.

The main terms of the Contract are as set out below:

1.0 The Services

1.1 D&S UK shall provide the Services as more particularly set out in Appendix 1.

Any Services not listed in Appendix 1 shall be treated as additional services ("Additional Services") and shall be charged at the rates as set out in Appendix 2 of this LoE or as agreed by the parties in advance of any Additional Services being performed.

1.2 The Lead Person responsible for delivering this Project shall be Chris Thorpe.

2.0 Fees

2.1 The fees for the Project ("Fees") shall be [REDACTED]
[REDACTED] exclusive of VAT and broken down as set out in Appendix 2 to this LoE.

2.2 Fees include normal disbursements.

2.3 The Fees shall be payable within 30 days from date of invoice.

2.4 The Fees are based upon the assumptions as set out in Appendix 3.

2.5 In the event there is any change in the assumptions and/or the scope of the Project, D&S UK reserve the right to enter into discussions with the Client to review the Fees, save where such change arises directly as a result of the manner in which D&S UK has or intends to provide the Services which is not the direct or indirect result of any change in the scope of the Project required by the Client or a consequence of any changes made or proposed by any third party acting on the Clients behalf.

3.0 Term and Timescale

3.1 The Engagement shall commence on or about 15th August 2025 or such alternative date agreed by D&S UK with the Client and shall come to an end upon completion of the Project.

4.0 Insurance and Liability

4.1 D&S UK shall maintain at all times during the Project:

- (a) Employer's Liability Insurance of up to £5 million for any one claim or series of claims;
- (b) Public Liability Insurance of up to £5 million insured for any one claim or series of claims
Professional Indemnity Insurance of up to £500,000 for any one claim. The following exclusions apply;
 - i. Combustibility and Fire Safety components and or materials
 - ii. Asbestos Surveys

4.2 D&S UK's liability shall be limited to the amounts in 4.1.

4.3 D&S UK's liability for the Services under the Contract in respect to any uninsured risk shall be limited in the aggregate to the Fees paid by the Client for the Services for the Project.

5.0 Special Conditions

5.1 Any special conditions which may apply to this Project are as set out in Appendix 3.

If there are any terms or conditions which require clarification, please do not hesitate to contact me. Otherwise, I would ask that you return a signed copy of this LoE to acknowledge and accept the terms of this Engagement. This can be returned to the address provided or emailed to appointments@dreso.com.

Yours sincerely



Chris Thorpe BSc (Hons) CEnv CMAPS MRICS
Director
Authorised signatory for and on behalf of
Drees & Sommer UK Ltd

Attached:

Appendix 1	Services
Appendix 2	Fees
Appendix 3	Assumptions & Special Conditions
Schedule:	Terms and Conditions of Engagement

I confirm I have read, understood and accept the engagement of D&S UK to provide the Services for the Project under the terms of the Contract.

Signed as an authorised signatory for and on
behalf of Rochdale Borough Council

Print Name

Date

Purchase Order Number (if required)

Project Reference BS/E28438

APPENDIX 1

Services

Drees & Sommer propose to undertake a condition survey of Leopold Court.

CONDITION SURVEY

There are 3 discrete tasks required to be undertaken. The 3 proposed tasks are:

- Asset Data Validation Exercise
- Condition Survey (Fabric and Mechanical & Electrical)
- Prepare costs for repairs required

The process undertaken to deliver these tasks will be as follows:

Asset Data Validation

We will prepare an Asset register from first principals for all primary mechanical and electrical plant and equipment (i.e. boilers, calorifiers, water tanks, electrical distribution boards). For clarity we will not record secondary equipment (for instance light switches, lights, switched socket outlets etc).

It should be noted that the asset verification exercise proposed herein does not allow for the quantification and verification of fixed or loose furniture and equipment assets that may be present on site. If verification of these assets is required, this will be treated as a separate undertaking and is outside the scope of this survey.

Condition Survey (Fabric and Mechanical & Electrical)

The survey process involves the production of asset data from first principles into viable survey templates and the capture of condition scoring for individual assets on a component by room level. The output of the exercise will be a condition score, on an appropriate matrix for each individual component of the asset.

The outline process for undertaking the asset condition survey incorporates the below steps:

- Review of Accommodation Schedule quantities to establish accurate GIFA for the asset
- Production of survey templates using the data available. Survey templates to be reflective of a block by block or area split of space considered logical and relevant to the undertaking of major maintenance works

- Review of accessibility for the asset to ensure surveyors are able to assess component condition with minimal disruption to the delivery of services
- Input of survey templates into handheld survey system to enable efficient condition coding and assessment
- Assimilation, sense checking and cleansing of the output asset condition data
- Issue of initial condition report to highlight any immediate condition issues present on site

Assets to be surveyed on a non-intrusive basis will be:

All assets, internal and external including:

- Frame (where visible)
- External Walls
- Roofs
- External Windows and Doors
- Internal Windows and Doors
- Internal Walls
- Stairs
- Wall Finishes
- Floor Finishes
- Ceiling Finishes
- Fixed Furniture
- Equipment
- Mechanical and Electrical Installations
- Sanitary Ware
- Disposal Installations
- Lift Installations
- Low Voltage Electrical Installations
- Water Installations and Associated Pipework
- Communications Installations (door access, cabling, telephony etc)
- Fire Detection Installations
- Internal Alarm Systems
- CCTV Systems
- High Voltage Electrical Installations
- External Works
- External Drainage
- Roadways & Pathways
- Hardstanding's
- External Lighting
- Car Parks
- Street Furniture

Surveyors will attempt to access areas twice with any assets unable to be inspected after two attempts to be assumed to be in acceptable condition and excluded from any reporting. Where access is not available notification will be made to the Trust to allow assistance with gaining access on a second attempt.

Survey Methodology

Each surveyor will attend site to undertake the inspection of the assets considered to be below the required condition standard and to identify the below items for the condition schedule:

- Unique Reference Nr for Item
- Item Component Name
- Item Elemental Code (in-line with NRM or BCIS)
- Surveyors Comment Detailing Rectification Works Required
- Condition Code Grading
- Quantification for Rectification Works (i.e. 3m² of wall finish requires replacement)
- Photo of Item Requiring Rectification (where possible)
- Location Reference (architectural area reference)
- Room Use
- Price for Rectification Works
- Flag for Further Investigation or Other Flags as Required

Assets identified on the schedule of condition are those that are determined as requiring repair or replacement works of any value.

Items of all values will be surveyed and recorded to inform a complete picture of the condition of the asset. Identification of liability for the replacement of assets will be completed after the survey work has been completed in order to account for aggregation of asset replacements.

Each item will be assigned a unique and new asset reference number that is unique to the item being surveyed. Where an item has an existing and visible asset tag in place this will be recorded by the surveyor. Where possible a photo of the existing asset tag will also be taken.

Condition Criteria and Flagging

Condition assessment will be undertaken by a combination of Building Surveyors and M&E Surveyors. These parties together will inform the view of Fabric assets and M&E assets located on site.

Asset will be graded as follows:

Condition Code	Definition
A	Good – Performing as expected.
B	Satisfactory – Performing as intended but exhibiting minor deterioration.
C	A “poor” condition asset that is nearing the end of its life expectancy, requires backlog maintenance to be undertaken, has deteriorated through lack of maintenance or is subject to a Latent Defect. Asset would be expected to have no more than 20% of its normal life expectancy remaining. Example: heavily worn vinyl flooring with small splits/partially corroded calorifier return/AHU motor operational with audible rattle.
D	A “failed” condition asset that is at the end of its life, requires backlog maintenance to be undertaken, has deteriorated through within the next 12 months, has evidence of a material lack of maintenance undertaken or is subject to a major Latent Defect. Asset would be expected to have no more than 12 months of operational availability remaining. Example: split vinyl flooring with broken up screed beneath/in-operable or frequently breaking down heating element of a calorifier/failed AHU motor.
CX/DX	The X grading denotes the surveyor’s consideration that it is not possible to economically repair the asset and that a full replacement of the asset is required. This coding will be applied to those assets with the most considerable deterioration in condition or those that are not suitable for patch repair or sub-component replacement.

These categorisations will reflect the condition assessment on site and surveyor’s comments from this exercise.

‘Further Investigation’ required will denote a known issue where the possible rectification works required are not able to be identified in a visual survey and some further, likely intrusive, investigation is required. Above ceiling inspections of pipework will fall into this category where such inspections are identified as being required due to the presence of water leak stains or similar.

PRODUCTION OF A SCHEDULE OF WORK FOR REPAIRS

Following the completion of the Condition Survey we will output a schedule of work on a room by room, elevation by elevation basis detailing works required to bring the building up to an acceptable standard. The schedule will provide quantities and a description of the work required in a format that can be provided to a contractor for pricing purposes. We will also provide a cross reference drawing to identify the room location and where required elevation drawings to identify works required. We have not allowed for providing a Specification/Workmanship clauses or material specifications as we expect this will be provided by your Architect.

APPENDIX 2

Fees for Services and Additional Services

Services

To undertake a Survey of the Building Fabric and M&E in the building and output report to identify current defects on a Room by Room, Elevation by Elevation Basis	
To Prepare a Schedule of Works to document remedial works required to bring the building back to an acceptable standard	
Total (excluding VAT):	

Additional Services

where required – fixed rates to be agreed or if time charge;

Standard Rates	
Grade	Hourly Rate
Director	
Associate Director	
Associate	
Senior Chartered Surveyor	
Chartered Surveyor	
Graduate Surveyor	
CAD Technician	

APPENDIX 3

Assumptions & Special Conditions

We would advise that the following limitations/clarifications apply to our proposal:

Fees

1. We reserve the right, if actual areas do not reflect those provided, to amend our price on a pro-rata basis against the actual Gross Internal Floor Areas.
2. We have not allowed for providing mobile elevating platforms to facilitate inspections of high level areas such as flat roof areas where direct access from the building is not available. Should mobile elevating platform equipment be deemed necessary we would claim back the direct cost as a disbursement only after agreeing in advance with Rochdale Borough Council. All other ordinary disbursements are included in the fee quotation.
3. Fees are to be invoiced on a monthly basis.
4. Fees are inclusive of all reasonable disbursements.
5. Our resources have been calculated based on a continuous survey programme. As our fees are resource based, any divergence from the initially agreed project timescale and programme will impact on our fees.
6. Any works outside the agreed scope of services will be charged at agreed hourly rates.
7. Our payment terms are strictly 30 days from the date of our invoice.
8. We have allowed for providing the reports in an electronic format only as a single report split by different facility.

Information Required

9. Our proposal is based on drawings/floor plans being available for all buildings to enable the creation of an area schedule.
10. Attendance by a site-familiar member of the building management/maintenance team may be requested during our survey activities.
11. We require access to all relevant documentation including O&M manuals, accurate record drawings in PDF format, accurate Room Area Schedules, PPM records, test certificates, statutory compliance records, etc. If this information is not available additional fees will apply at agreed day rates.

Access

12. We have allowed for normal working hours only, out of hours working may be arranged separately at additional cost.
13. We have not allowed for any substantial waiting time for issue of passes, permissions for access to restricted areas, etc. and assume that all permissions, passes, permits, keys, etc. would be organised in advance of our visits and available on the morning of the survey.

14. Our surveyors/engineers will require generally uninterrupted access throughout the properties during our planned survey visits. We have not allowed for any substantial waiting time.

Extent of Survey

15. We will not be able to inspect parts of the building or its services which are built in, covered up or otherwise made inaccessible in the normal course of fitting out or occupation to state that such parts are free from rot, insect infestation, corrosion or other defects.
16. We have not included for the foundation details and composition/condition of sub-strata to be determined.
17. We have not allowed for the testing of the mechanical and electrical installations or underground drainage involving the attendance of specialist consultants and/or use of specialist equipment.
18. We have not allowed for any functional testing or confirmation of the operation of plant, systems and equipment.
19. We have not allowed for any third party inspections, tests, sampling or validation during our activities.
20. We may recommend tests, inspections, sampling or validation by other specialists during our activities. Where our client wishes to proceed with such activities, for insurance reasons, these must be instructed directly by the client.
21. We have excluded inspections of below ground drainage. General drainage will be referenced as "throughout" for an area rather than individual identification of all drainage services.
22. IT systems, distribution and containment are excluded from our survey activities.
23. We confirm that externals to the buildings, external works (Grounds) have been included in the survey.
24. Loose furniture, general equipment, IT equipment and catering equipment are excluded from the survey.
25. The condition survey does not constitute a fire compartmentation survey.
26. We have not allowed for providing a Specification of works or material specifications other than a schedule of work to document works required to be rectified on a room by room or elevation by elevation basis.

SCHEDULE

Terms and Conditions of Engagement

TERMS AND CONDITIONS OF ENGAGEMENT

("The Conditions")

(To be read in conjunction with the Letter of Engagement)

The terms used herein shall have the meaning as set out in the Letter of Engagement ("LoE"), or as otherwise defined herein.

1.0 Provision of Services

- 1.1 The Client appoints D&S UK to provide the Services (and any Additional Services as may be required and agreed between the parties from time to time) and subject to its obligations to exercise the standard of reasonable skill, care and diligence set out herein, D&S UK accepts the engagement to provide the Services subject to the terms of the LoE and these Conditions.
- 1.2 The Contract shall take effect on the date as set out in Section 3.0 of the LoE.

2.0 Standard of Care

- 2.1 D&S UK shall perform the Services, any Additional Services and all of its duties and obligations under or arising out of the Contract with such reasonable skill and care expected of an appropriate qualified professional consultant of the same discipline as D&S UK holding itself out as having the competence and resources to perform the Services.
- 2.2 Subject to the obligation to exercise the standard of reasonable skill, care and diligence set out herein, D&S UK shall at all times during the Project perform the Services and at all times act in accordance with all statutes and legislation as applicable from time to time and shall, in particular (but without limitation), ensure compliance at all times with the Construction (Design and Management) Regulations 2015 (as amended) and the Building Safety Act to the extent they apply to the Project.
- 2.3 Subject to its obligations to exercise the standard of reasonable skill, care and diligence set out herein, D&S UK shall at all times carry out the Services in accordance with the requirements of the Project and shall work in conjunction with such other professionals and contractors engaged to work on the Project.

3.0 Fees

3.1 Services

- (a) In consideration for the performance of the Services by D&S UK, the Client shall pay D&S UK the Fees as set out in Section 2.0 of the LoE.
- (b) Where the Fee is based upon particular assumptions or, otherwise, the provision of the Services is materially delayed and/or disrupted by any cause outside D&S UK's reasonable control, the parties agree that they shall negotiate and agree an adjustment to the fees to properly reflect the changes.

3.2 Additional Services

If at any time the Client requires D&S UK to perform any Additional Services, the Client shall pay D&S UK for such Additional Services at the rate set out in the LoE, unless otherwise agreed.

4.0 Payment of Fees and Reimbursable Expenses

- 4.1 D&S UK shall submit to the Client a VAT invoice in respect to the Fees for the Services and any Additional Services and any reimbursable expenses on those dates as more particularly set out in Appendix 2 of the LoE.
- 4.2 The invoice shall specify the amount payable ("Invoiced Sum") which shall be sent to the Client by email or post. Payment of the Invoiced Sum shall be due to D&S UK from the Client 30 days from the date of the invoice ("the Payment Date") unless otherwise set out in the LoE.
- 4.3 The Client, subject to any Pay Less Notice (as referred to in clause 4.4 below), shall pay to D&S UK the Invoiced Sum on or before the Payment Date.
- 4.4 If the Client intends to pay less than the Invoiced Sum it shall give D&S UK notice of that intention not later than 14 days before the Payment Date, specifying the amount that the Client considers to be due to D&S UK at the date the notice is given and the basis on which the revised sum is calculated ("the Pay Less Notice"). Where a Pay Less Notice is given, the payment to be made on or before the Payment Date cannot be less than the amount stated in the Pay Less Notice (provided that this provision shall not apply where the Client is a residential occupier under the Housing Grants Construction Regeneration Act 1996 (as amended)).
- 4.5 In the event that D&S UK disputes the amount paid by the Client under a Pay Less Notice D&S UK shall serve a counter notice upon the Client setting out the reasons why D&S UK challenges the Pay Less Notice ("the Counter Notice") at which time the parties shall use all reasonable commercial efforts to resolve the dispute within 28 days of the receipt of the Counter Notice failing which the parties shall comply with the provisions as set out in clause 15.0 below.

5.0 Default, Interest and Suspension

- 5.1 If the Client fails to pay D&S UK the Invoiced Sum or where a Pay Less Notice is issued in accordance with clause 4.4 above the amount specified in the Pay Less Notice on or before the Payment Date:
- (a) The Client shall pay D&S UK simple interest on the unpaid amount for the period from the final date for payment until the date of actual payment, calculated on a daily basis at the rate of 6% above the base rate of HSBC Group from time to time;
 - (b) Where such failure to pay continues for 7 days after D&S UK has given the Client notice in writing of his intention to suspend performance of any or all of the Services and the ground or grounds upon which it intends to suspend performance, D&S UK may suspend such performance until such amount is paid; and/or
 - (c) D&S UK may, by notice in writing to the Client, suspend the continued use of any licence granted under clause 8 of these Conditions until such amount is paid in full.

6.0 Limitations of Liability

- 6.1 Except for liability for death or personal injury, the maximum aggregate liability of D&S UK to the Client and/or in connection with the Project (whether in contract or tort (including negligence) or for breach of statutory duty) is limited to the amount as set out in the LoE.
- 6.2 When no such amount is specified in the LoE, such liability shall be limited to the amount of D&S UK's professional indemnity insurance and in any respect to any uninsured risk, the amount shall be capped at the total Fees for the Project.
- 6.3 Without prejudice to the limitation as set out in clause 6.1 above or any other exclusion or limitation of liability upon which D&S UK may rely, D&S UK's liability for loss or damage suffered by the Client in the event of any breach of the Contract shall be limited to the proportion of such loss or damage that it would be just and equitable to require D&S UK to pay, having regard to the extent of responsibility of D&S UK for the same on the following assumptions:
- (a) Any third party consultants and/or sub-consultants who are used by D&S UK in delivering the Project/Works have entered into terms with D&S UK and/or the Client on terms no less onerous than those set out in the Contract, in respect of the carrying out of their obligations in connection with the Project;
 - (b) There are no exclusions or limitations of liability, nor joint insurance or co- insurance provisions between the Client and any such third parties; and

- (c) All such third parties have paid to the Client (whether through D&S UK or directly) such sums it is just and equitable for them to pay, having regard to the extent of their responsibility for such loss or damage;

Provided always that D&S UK does not assert that it has no or reduced liability to the Client under the Contract, solely by reason of the fact that a third party has accepted responsibility for design of the Project where such design has been undertaken by D&S UK.

- 6.4 Neither party shall be liable to the other for any indirect, consequential or economic losses arising out of the Contract.
- 6.5 No action of proceedings for any breach of the Contract may be commenced against D&S UK after the expiry of 6 years from completion of the Project.

7.0 Insurance

- 7.1 D&S UK shall, during the Term, maintain Professional Indemnity Insurance, Public Liability Insurance and Employers Liability Insurance in the sums as set out in Section 4.0 of the LoE provided such insurance is available to our profession at commercially reasonable rates and terms.
- 7.2 D&S UK shall prior to the date of the Contract and thereafter at the request of the Client produce evidence of those insurances maintained.

8.0 Copyright

- 8.1 Copyright and all drawings, plans, specifications, details, bills of quantities, schedules, reports, records, calculations and all other documents including computer software and any amendments or revisions to such documents ("the Documents") prepared by D&S UK for the purposes of the Project shall remain the property of D&S UK unless otherwise as provided for in the LoE.
- 8.2 Subject to clause 8.1, and the payment of all fees due to D&S UK being paid, D&S UK shall grant to the Client a royalty free non revocable, non-exclusive licence to use and reproduce the Documents and any designs contained in them for any purpose relating to the Project.
- 8.3 D&S UK shall not be liable to the Client for any use of the Documents for any purpose other than the Project for which they were originally prepared.

9.0 Suspension and Delay of the Services

- 9.1 The Client may, on giving not less than 10 working days' notice in writing to D&S UK, whether for reasons of force majeure or any other reason require D&S UK to suspend all or part of the Services.

- 9.2 D&S UK shall resume performance of the Services which have been suspended as soon as reasonably practicable after it receives written notice to do so from the Client.
- 9.3 If the suspension continues for more than 3 months, either party may give notice in writing to the other terminating D&S UK's engagement under the Contract on not less than 5 working days' notice.
- 9.4 D&S UK shall use all reasonable endeavours to carry out the Services in accordance with the Project but shall not be liable for any delay save where such is a result of any negligence or default on the part of D&S UK.
- 9.5 D&S UK shall notify the Client of any foreseeable delay at the first available opportunity for the purpose of agreeing revised dates to deliver the Project.

10.0 Termination of Engagement

- 10.1 Either party may terminate the Contract in accordance with the terms of the LoE or, otherwise, if not provided for on not less than 10 working days prior notice in writing.
- 10.2 If either party is in material breach of its obligations under the Engagement and fails to remedy such breach within 7 days after the other party gives written notice to do so, the party which gave such notice may immediately thereafter terminate the Contract by giving written notice to the breaching party.
- 10.3 If either party is insolvent then the other party may immediately terminate the Contract by giving written notice to the insolvent party.
- 10.4 On termination of the Contract for any reason, D&S UK shall upon payment of all outstanding invoices deliver up to the Client all deliverables whether or not they complete and return all materials which belong to the Client.
- 10.5 Termination or expiry of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination [or expiry] including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 10.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

11.0 Payment in the Event of Suspension or Termination

- 11.1 In the event of any suspension or termination, the Client shall pay D&S UK in accordance with clause 4 above without prejudice to any rights the Client may have in respect to any breach by D&S UK of its obligations under this Engagement:

- (a) Such part of the outstanding Fees and any other sums which have accrued up to the date of suspension or termination (as the case may be) and a fair and reasonable proportion of the next instalment of the Fees commensurate with the Services performed by D&S UK, less any amounts previously paid to D&S UK; and
- (b) Save where the suspension or termination arises due to any breach on the part of D&S UK, all reasonable costs, disbursements and expenses reasonably incurred by D&S UK (including any costs incurred in suspending and/or resuming performance of any or all of the Services) as a direct result of such suspension or termination.

11.2 Upon payment by the Client of such amounts as set out in clause 11.1 above, D&S UK shall deliver to the Client the Documents, subject to the terms of any licence under clause 8 and payment of D&S UK's reasonable copying charges.

11.3 Termination of the Contract shall not in any way affect any accrued rights and remedies of either party.

12.0 Compliance with Laws and Policies

12.1 D&S UK and the Client shall at all times comply with all applicable laws, statutes and regulations including but not limited to:

- (a) Anti-bribery and corruption (including but not limited to the Bribery Act 2010;
- (b) Money laundering
- (c) Discrimination

12.2 And shall for that purpose maintain appropriate policies and procedures to ensure compliance.

13.0 Assignment and Subcontracting

13.1 Neither D&S UK nor the Client shall, save as provided for in clause 13.2 below, assign or subcontract any of its rights or obligations under this contract without the prior consent in writing of the other party (which consent is not to be unreasonably withheld or delayed).

13.2 The benefit of the contract may be assigned by the Client by way of an absolute legal assignment to any person providing finance or refinance to the Client, in connection with the Project or to any person requiring the whole of the Client's interest in the Project or by such person to another person acquiring that person's whole interest in the Project. As in accordance with clause 13.1 above, no other assignment or subcontract is permitted.

14.0 Data Protection

- 14.1 D&S UK and the Client shall at all times during the Contract comply with all applicable laws, schedules and regulations relating to the protection of data including but not limited to the General Data Protection Regulation (EU 2016/679) the Data Protection Act 2018, the Privacy and Electronic Communications Directive 2002/58/EC (as amended) and the Privacy and Electronic Communications Regulations 2003 (as amended) (together referred to as 'The Data Protection Legislation'). The terms as used in this clause 14 are ((where relevant) as defined in the Data Protection Legislation.
- 14.2 The parties acknowledge where they are Data Controllers in relation to the processing of Personal Data and they will need to share in order for the Consultant to deliver the Services. Accordingly, each Data Controller shall be responsible for its own compliance with the obligations stated in the Data Protection Legislation as regards the exercising of the rights of the Data Subjects.
- 14.3 In any case D&S UK shall:
- (a) Solely request personal data that is necessary for the performance of this Agreement;
 - (b) In accordance with the Data Protection Legislation retain and protect the Personal Data for as long as required to complete the Services to fulfil any legal obligations or for so long as there is a legitimate business interest.

15.0 Disputes

- 15.1 Notwithstanding any other provision of the Engagement the parties may agree, having used all reasonable endeavours to settle any dispute, choose to mediate save that, if such agreement cannot be reached or mediation is unsuccessful, either party may at any time (subject to any provisions within the LoE) refer any dispute to adjudication under the Scheme for Construction Contracts (England and Wales) Regulations 1998 (as amended) in which circumstances both parties shall be required to partake in the adjudication. In the alternative either party may elect to pursue the resolution of any dispute through the courts rather than by way of adjudication save that this should be subject to the agreement of both parties.
- 15.2 The adjudicator's decision shall be legally binding upon the parties unless such dispute is otherwise determined by the courts. D&S UK and the Client shall use all reasonable endeavours to agree an adjudicator but, failing agreement within 14 days, the adjudicator shall be appointed by the President for the time being of RICS.

16.0 Notices

- 16.1 Any notice given under these Conditions shall be deemed to be given if it is in writing, delivered by hand or sent by signed for mail services to the Client or D&S UK (as the case may be) at the respective registered office of the Client or D&S UK (as appropriate) or such other address as has been notified by one party to the other in writing at any time during the Term.
- 16.2 Any notice sent by hand shall be deemed received upon receipt at the address to which it is delivered.
- 16.3 Any notice sent by post shall be deemed received 48 hours after posting.
- 16.4 Notice may be served by email subject to the sending party receiving notification from the receiving party that the email has been received.
- 16.5 This clause shall not apply to the service of any legal proceedings.

17.0 Regulation

- 17.1 D&S UK is regulated by the Royal Institution of Chartered Surveyors (RICS) for the provision of surveying services. This means we agree to uphold the RICS Rules of Conduct and all other applicable mandatory professional practice requirements of RICS, which can be found at www.rics.org. As a RICS regulated firm we have committed to cooperating with RICS in ensuring compliance with its standards. The firm's nominated RICS Responsible Principal is Kenneth Wood, Managing Director who can be contacted at our Head Office.
- 17.2 D&S UK is a member of RICS and operates a Complaints Handling Procedure (CHP) in accordance with RICS guidelines. Further details of our CHP are available on request.

18.0 General

- 18.1 These Conditions are to be read in conjunction with the LoE and shall together comprise the Contract for the provision of the Services in respect of each Project and shall supersede any previous agreements or arrangements between the parties in respect of such Project and shall take precedence over any terms or conditions provided by the Client either before or after the date of the LoE. These Conditions shall apply as from the signature of the LoE or the date of commencement of the Services whichever is the earlier.
- 18.2 In the event of any ambiguity between these Conditions and the LoE, the terms of the LoE shall prevail.
- 18.3 Any revisions or changes to the LoE or these Conditions must be in writing and agreed by both parties.

- 18.4 Nothing in these Conditions shall confer or purport to confer any right to enforce any of its terms on any person who is not a party to the Contract. Only the Client (and the Client's permitted assignees) and D&S UK can take action to enforce the terms of these Conditions.
- 18.5 Any reference to any statute or any statutory provision shall be construed as a reference to the statute or provision as amended consolidated supplemented or re-enacted (with or without modifications from time to time).

19.0 Governing Law and Jurisdiction

- 19.1 These Conditions shall be governed and construed in accordance with the laws of England and Wales and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

APPENDIX E

Abbreviations

The following abbreviations may be used in this report:

ACoP	-	Approved Code of Practice
ACM	-	Asbestos Containing Materials
AHU	-	Air Handling Unit
BMS	-	Building Management System
GSR	-	Gas Safe Register
CCTV	-	Close Circuit Television
CT	-	Constant Temperature
EA	-	Equality Act 2010
DPC	-	Damp Proof Course
D/G	-	Double Glazed
GRP	-	Glass Reinforced Plastic
HSE	-	Health and Safety Executive
HVCA	-	Heating & Ventilation Contractors Association
IEE	-	Institution of Electrical Engineers
IPR	-	Ingress Protection Rated
LOLER	-	The Lifting Operations & Lifting Equipment Regulations
LPHW	-	Low Pressure Hot Water System
MDHS	-	Methods of Determination of Hazardous Substances
MEWP	-	Mobile Elevating Work Platform
M&E	-	Mechanical & Electrical
MUGA	-	Multi-Use Games Area
PAT	-	Portable Appliance Testing
PIR	-	Passive Infra-Red
PUWER	-	The Provision & Use of Work Equipment Regulations
RWP	-	Rain Water Pipe
S/G	-	Single Glazed
TMV	-	Thermostatic Mixing Valve
VAT	-	Value Added Tax
VRF	-	Variable Refrigerant Flow
WC	-	Water Closet
WEEE	-	Waste Electrical & Electronic Equipment (WEEE) Regulations
WHB	-	Wash Hand Basin
WRAS	-	Water Regulations Advisory Scheme