

## **SPECIAL CONDITIONS**

**Lot – Flat 102 The Aspect, 140 Queen Street, Cardiff CF10 2GP**

### **Name and Address of Seller**

[REDACTED], as Executors of the  
late Edwin Joseph Marsh, of [REDACTED]  
[REDACTED]

### **Name, address and reference of the Seller's Solicitors**

Jacklyn Dawson Solicitors of 6 Priory Street, Monmouth NP25 3BR

### **Brief Description of the Lot (see condition G1.1)**

Flat 102 The Aspect, 140 Queen Street, Cardiff CF10 2GP (the **Property**)

### **Rights to be granted (see condition G1.1)**

As set out in the draft transfer (if any)

### **Rights to be reserved (see condition G1.1)**

As set out in the draft transfer (if any)

### **Exclusions (see condition G1.1)**

None.

### **Tenancies (see condition G1.2)**

None.

### **What the sale is subject to (see condition G1)**

The matters set out in the general conditions and those (if any) set out in the draft transfer.

### **Chattels etc (see condition G1.7)**

The Property is sold as seen.

**Deposit (see condition G2)**

10% of the price to be paid to the auctioneer and held by the auctioneer (or if the auctioneer chooses, the Seller's Solicitors) as stakeholder.

**Insurance (see condition G3)**

The Property is insured by the Management Company.

**Title (see condition G4)**

Leasehold.

**Registered or unregistered?**

The Property is registered at HM Land Registry under Title Number CYM82544.

**Title guarantee (see condition G4.3)**

The lot will be sold with Limited Title guarantee in accordance with the general condition.

**Transfer (see condition G5)****Agreed completion date (see condition G6.1)**

Twenty business days after the contract date.

**Additional amounts payable at completion (see condition G6.2)**

- a. On the Completion Date, the Buyer will reimburse the Seller for the costs of obtaining any searches made available to the Buyer ahead of the auction.
- b. On the Completion Date, the Buyer will be responsible for the Seller's legal costs in the sum of £1,250 plus VAT.

**Interest Rate (see condition G10)**

4% over Barclays Bank PLC's base rate from time to time.

**Arrears (see condition G11)**

Not applicable.

**VAT (see conditions G14 and 15)**

VAT is not payable.

**Capital Allowances (see condition G16)**

No capital allowances are available.

**Maintenance Agreements (see condition G17)**

There are no maintenance agreements.

**TUPE (see condition G20)**

There are no employees to which TUPE applies.

**Environmental (see condition G21)**

The Environmental Search is provided, and the general condition applies.

**Warranties (see condition G25)**

There are no available warranties.

**Amendments to the general conditions**

None.

**Extra special conditions**

No Property Information Form (TA6) or Leasehold Information Form (TA7) will be provided as this is a sale by professional Executors who have no knowledge of the Property.



The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

Mae'r copi swyddogol electronig o'r gofrestr yn dilyn y neges hon.

Sylwch mai hwn yw'r unig gopi swyddogol a ddarparwn. Ni fyddwn yn darparu copi swyddogol papur.



Official copy  
of register of  
title  
Copi  
swyddogol o  
gofrestr teitl

Title number / Rhif teitl  
CYM82544

Edition date / Dyddiad yr  
argraffiad 04.02.2025

- This official copy shows the entries on the register of title on 03 OCT 2025 at 12:52:16.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 03 Oct 2025.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Wales Office.
- Mae'r copi swyddogol hwn yn dangos y cofnodion yn y gofrestr teitl ar 03 HYDREF 2025 am 12:52:16.
- Rhaid dyfynnu'r dyddiad hwn fel y "dyddiad y chwilir ohono" mewn unrhyw gais am chwiliad swyddogol sy'n seiliedig ar y copi hwn.
- Y dyddiad ar ddechrau cofnod yw'r dyddiad y gwnaethpwyd y cofnod yn y gofrestr.
- Cyhoeddwyd ar 03 Hydref 2025.
- Dan adran 67 Deddf Cofrestru Tir 2002, mae'r copi hwn yn dderbyniol fel tystiolaeth i'r un graddau â'r gwreiddiol.
- Gweinyddir y teitl hwn gan Gofrestrfa Tir EF Swyddfa Cymru.

## A: Property Register / Cofrestr eiddo

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

Mae'r gofrestr hon yn disgrifio'r tir a'r ystad a gynhwysir yn y teitl. Ac eithrio yr hyn a nodir isod, mae'r teitl yn cynnwys unrhyw hawddfreintiau cyfreithiol a roddir gan y brydles gofrestredig ond mae'r ddarostyngedig i unrhyw hawliau a gedwir ganddi, i'r graddau y mae'r hawddfreintiau a'r hawliau hynny'n bodoli ac o fudd i'r tir cofrestredig neu'n effeithio arno.

CARDIFF/CAERDYDD

- 1 (30.07.2002) The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being 102 The Aspect, 140 Queen Street, Cardiff, (CF10 2GP).

NOTE: Only the tenth floor flat is included in the title.

- 2 (30.07.2002) A Conveyance of the freehold estate in the land in this title and other land dated 1 December 1980 made between (1) The British Railways Board (Board) and (2) AA Pensions Trustees Limited (Purchasers) contains the following provision:-

## A: Property Register continued / Parhad o'r gofrestr eiddo

"IT IS HEREBY DECLARED that the carrying on by the Board of their undertaking on their adjoining or neighbouring land in exercise of their powers and subject to their statutory and common law obligations shall not be deemed to be a breach of the covenant for quiet enjoyment implied herein by reason of the Board being expressed to convey the Property as Beneficial Owners nor to be in derogation of their grant"

- 3 (30.07.2002) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:  
Date : 28 June 2002  
Term : 999 years from 29 September 2001  
Rent : £150.00 subject to review  
Parties : (1) Bryant Holdings Limited  
(2) Peverel OM Limited  
(3) Edwin Joseph Marsh [REDACTED]
- 4 (30.07.2002) There are excepted from the effect of registration all estates, rights, interests, powers and remedies arising upon, or by reason of, any dealing made in breach of the prohibition or restriction against dealings therewith inter vivos contained in the Lease.
- 5 (30.07.2002) The lessor's title is registered.
- 6 Unless otherwise mentioned the title includes any legal easements granted by the registered lease(s) but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

## B: Proprietorship Register / Cofrestr Perchnogaeth

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Mae'r gofrestr hon yn nodi'r math o deitl ac yn enwi'r perchennog. Mae'n cynnwys unrhyw gofnodion sy'n effeithio ar yr hawl i waredu.

### Title absolute/Teitl llwyr

- 1 (30.07.2002) PROPRIETOR: EDWIN JOSEPH MARSH of 102 The Aspect, 140 Queen Street, Cardiff, (CF10 2GP).
- 2 (30.07.2002) The price, other than rents, stated to have been paid on the grant of the lease was £187,500.
- 3 (30.07.2002) RESTRICTION:-Except under an order of the Registrar no transfer or other dealing of the land in this title (except a charge dated contemporaneously with a transfer) by either the proprietor(s) of the land or any charge under its power of sale is to be registered unless a certificate is given by either the Solicitor or Secretary of Peverel OM Limited of P.O. Box 63, Luton, Bedfordshire, LU2 9EX or the Solicitor or Secretary of the Landlord that notice of such transfer or other dealing has been given to the said Peverel OM Limited.

## End of register / Diwedd y gofrestr

**These are the notes referred to on the following official copy**

**Dyma'r nodiadau y cyfeirir atynt ar y copi swyddogol canlynol.**

The electronic official copy of the title plan follows this message.

Mae'r copi swyddogol electronig o'r cynllun teitl yn dilyn y neges hon.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

Sylwch mai hwn yw'r unig gopi swyddogol a ddarparwn. Ni fyddwn yn darparu copi swyddogol papur.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

Anfonwyd y copi swyddogol hwn yn electronig a phan gaiff ei argraffu ni fydd wrth raddfa. Gallwch gael copi swyddogol papur trwy archebu un o Gofrestrfa Tir EF.

This official copy is issued on 16 January 2025 shows the state of this title plan on 16 January 2025 at 11:41:28. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

Mae'r copi swyddogol hwn a gyhoeddir ar 16 Ionawr 2025 yn dangos sefyllfa'r cynllun teitl hwn ar 16 Ionawr 2025 am 11:41:28. Mae'n dderbyniol fel tystiolaeth i'r un graddau â'r gwreiddiol (adran 67 Deddf Cofrestru Tir 2002). Mae'r cynllun teitl hwn yn dangos safle cyffredinol, nid union linell, y terfynau. Gall fod gwyriadau yn y raddfa. Mae'n bosibl na fydd mesuriadau wedi eu graddio o'r cynllun hwn yn cyfateb â mesuriadau rhwng yr un pwyntiau ar y llawr.

This title is dealt with by the HM Land Registry, Wales Office .

Gweinyddir y teitl hwn gan Gofrestrfa Tir EF Swyddfa Cymru.

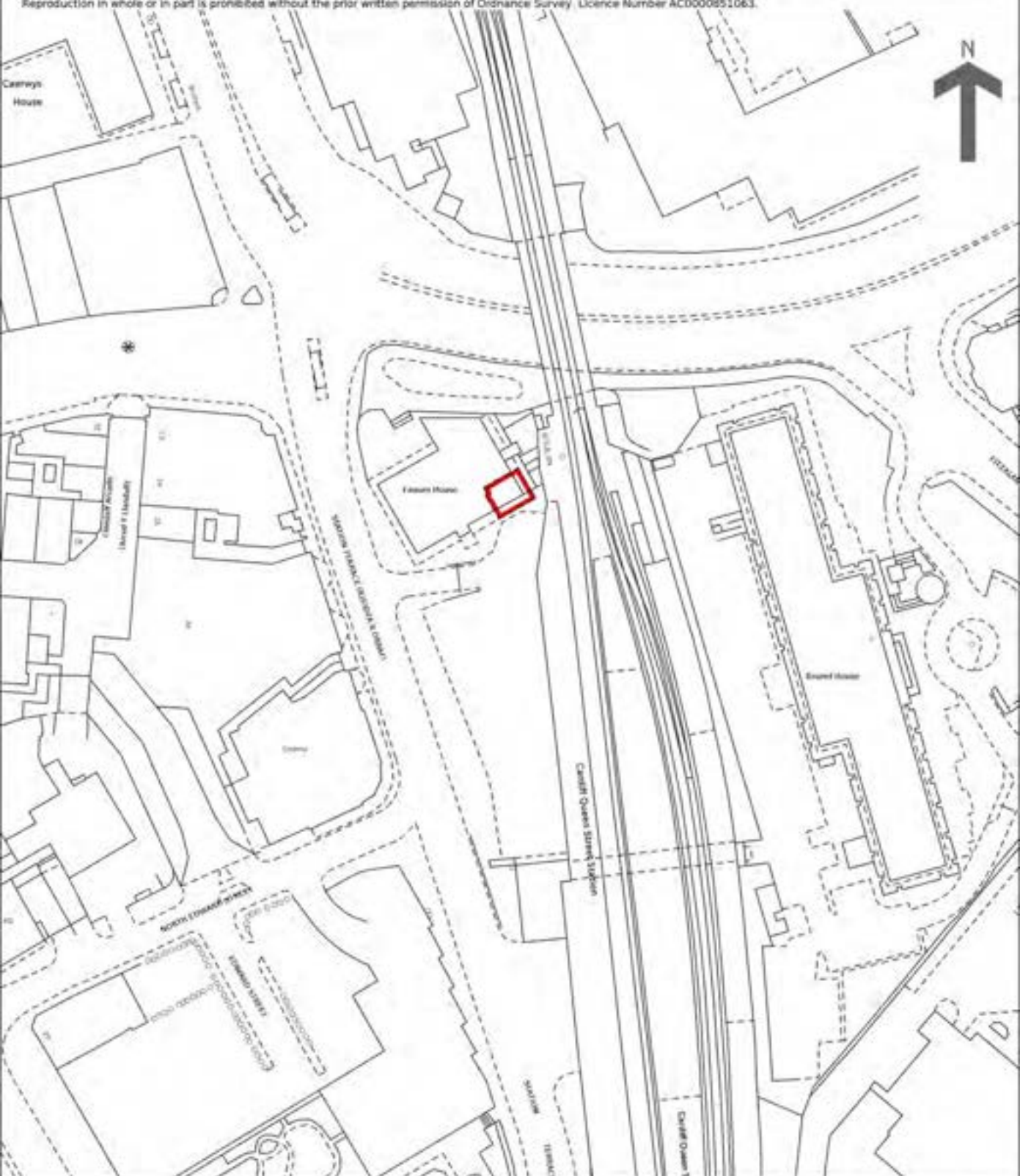
# HM Land Registry

## Official copy of title plan

Title number **CYM82544**  
Ordnance Survey map reference **ST1876NE**  
Scale **1:1250**  
Administrative area **Cardiff / Caerdydd**



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See supplementary plans no.s 1 to 5.



188703015

This official copy issued on 11 November 2025 shows the state of this title plan on 11 November 2025 at 13:35:40.

It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).

This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

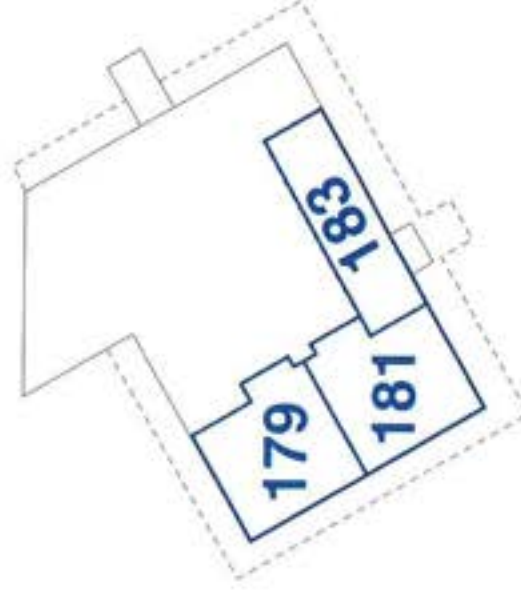
This title is dealt with by HM Land Registry, Durham Office.

# HM Land Registry Supplementary plan

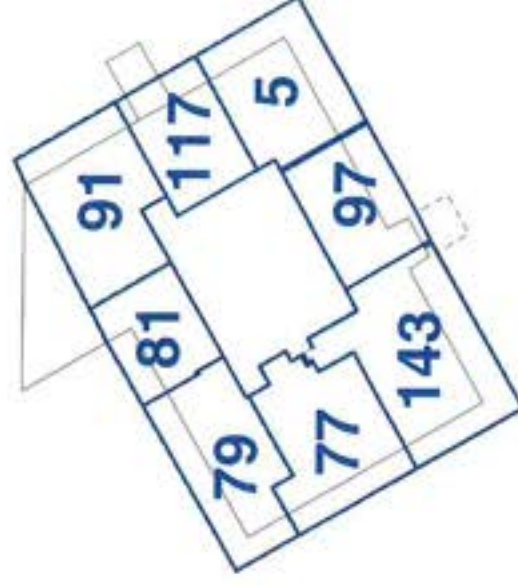
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Ordnance Survey map reference **ST1876NE**  
Scale **1:500** enlarged from 1:1250  
Administrative area **Cardiff / Caerdydd**



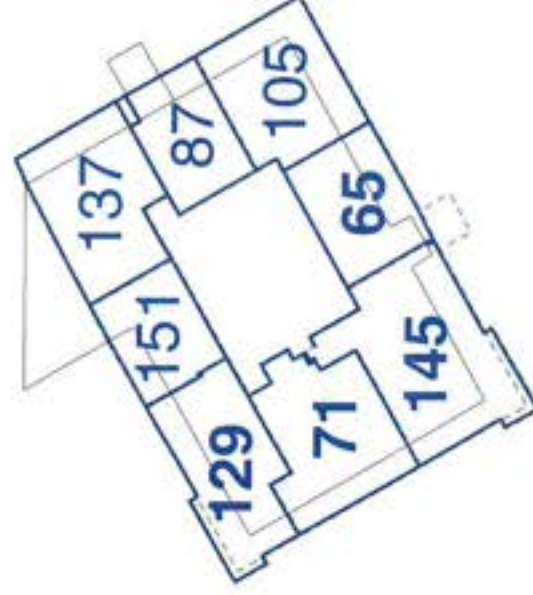
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Supplementary plan no.1.



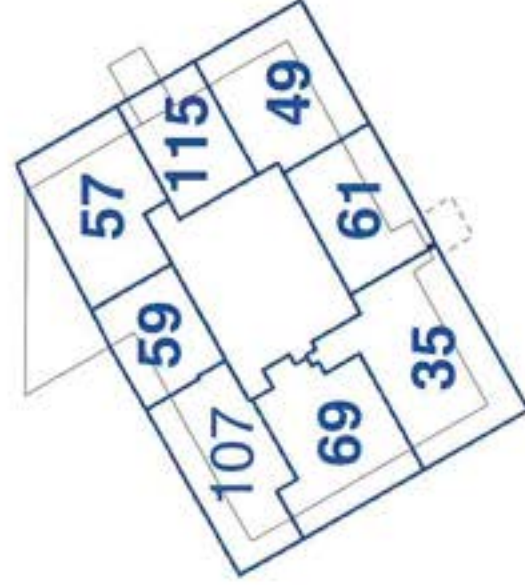
First Floor



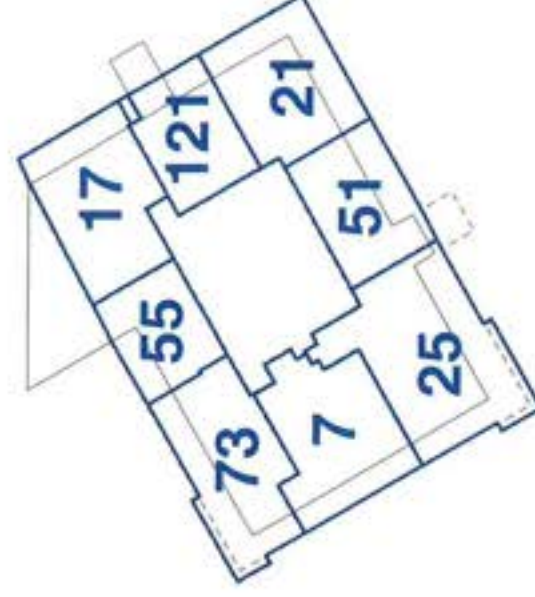
Second Floor



Third Floor



Fourth Floor



Fifth Floor



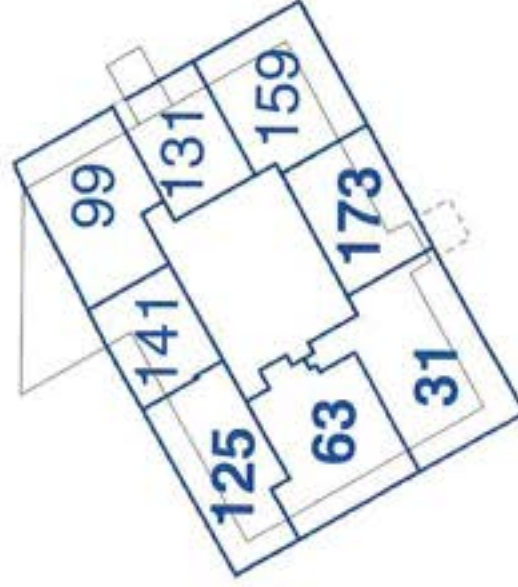
This plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

# HM Land Registry Supplementary plan

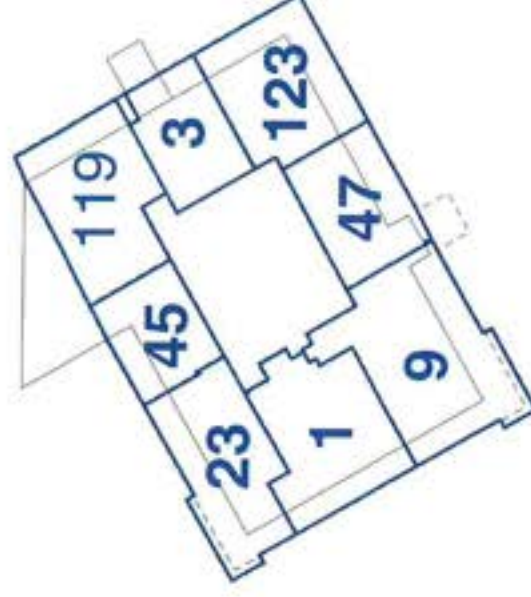
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Scale 1:500 enlarged from 1:1250  
Administrative area Cardiff / Caerdydd



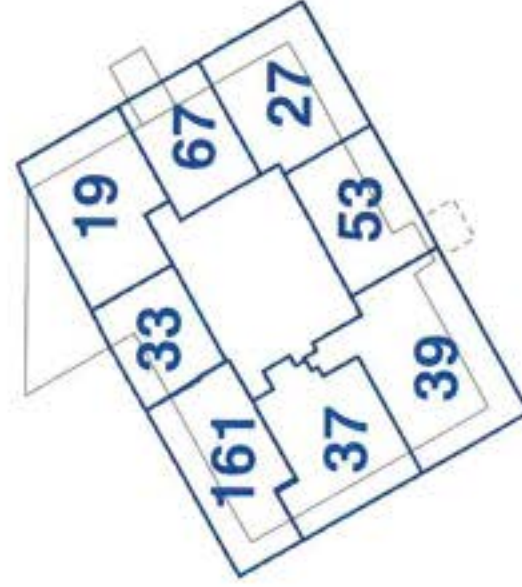
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Supplementary plan no.2.



Sixth Floor



Seventh Floor



Eighth Floor



Ninth Floor

This plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

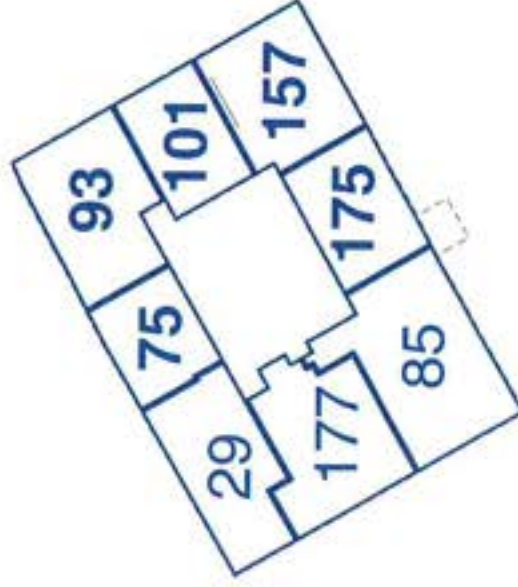
ST03007881  
1887003015

# HM Land Registry Supplementary plan

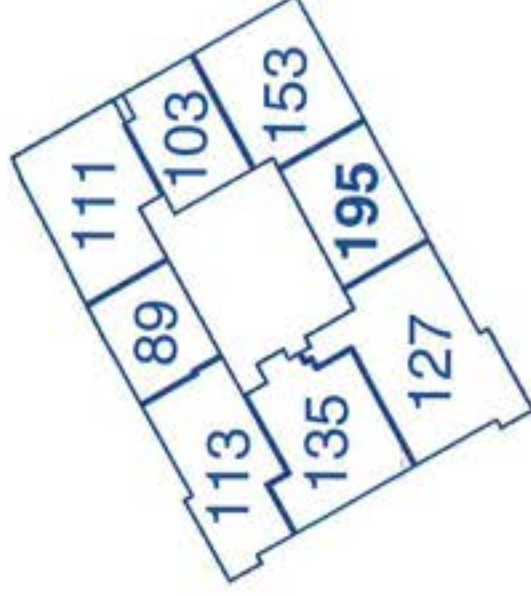
Title number **CYM167881**  
Ordnance Survey map reference **ST1876NE**  
Scale **1:500** enlarged from 1:1250  
Administrative area **Cardiff / Caerdydd**



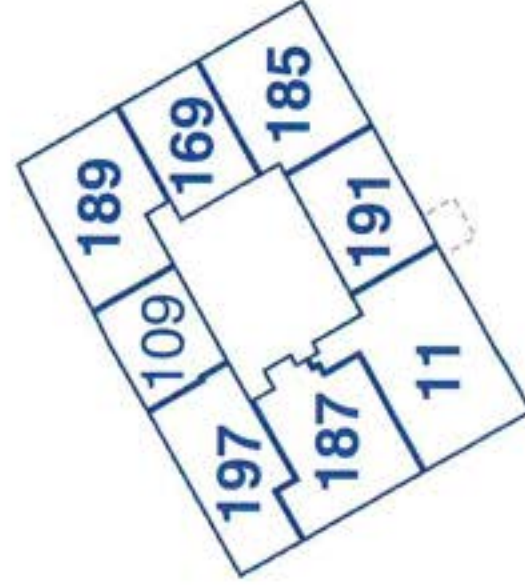
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Supplementary plan no.3.



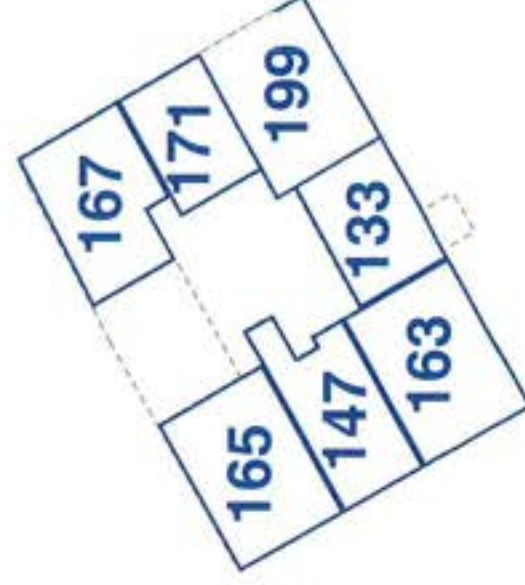
Tenth Floor



Eleventh Floor



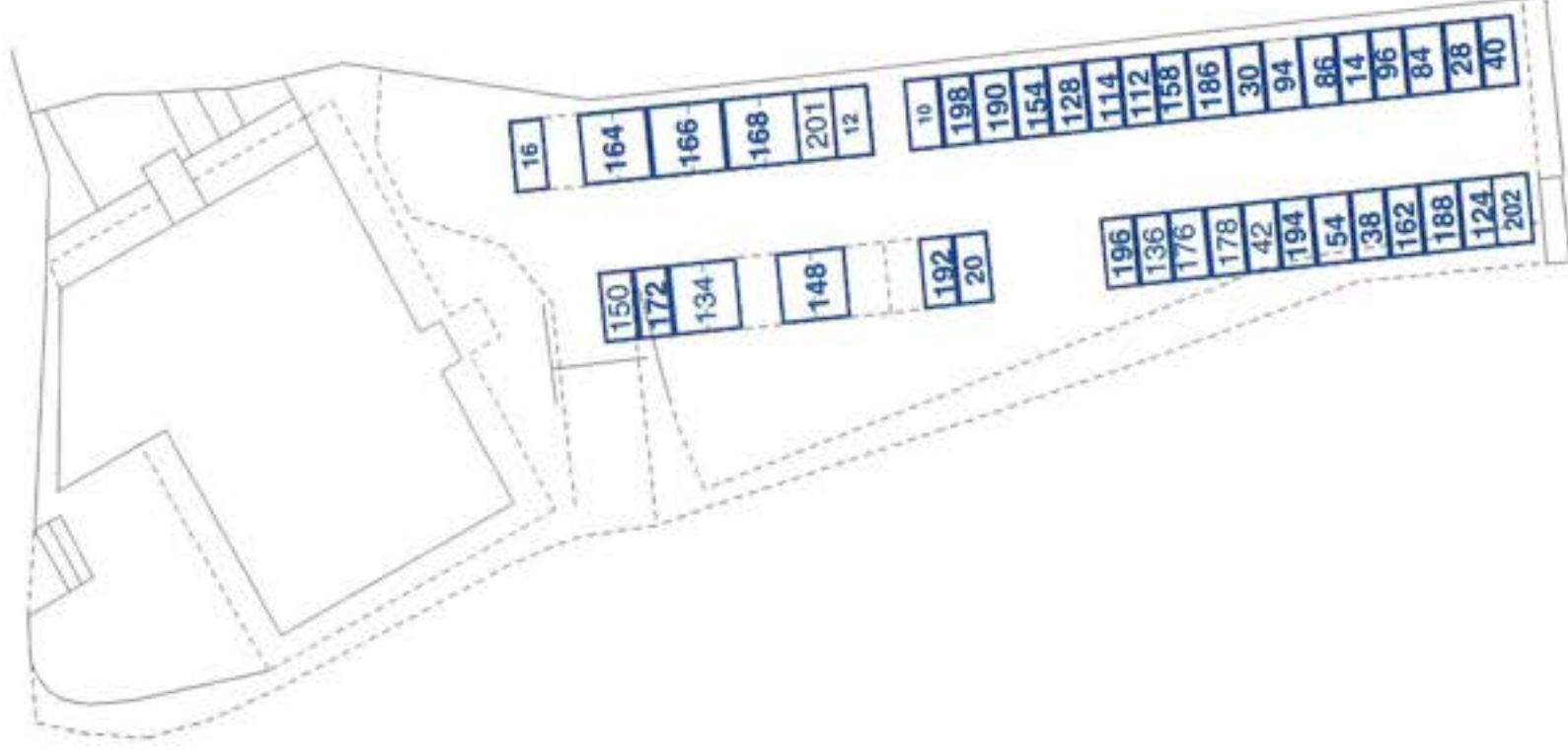
Twelfth Floor



Thirteenth and  
Fourteenth Floor

This plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

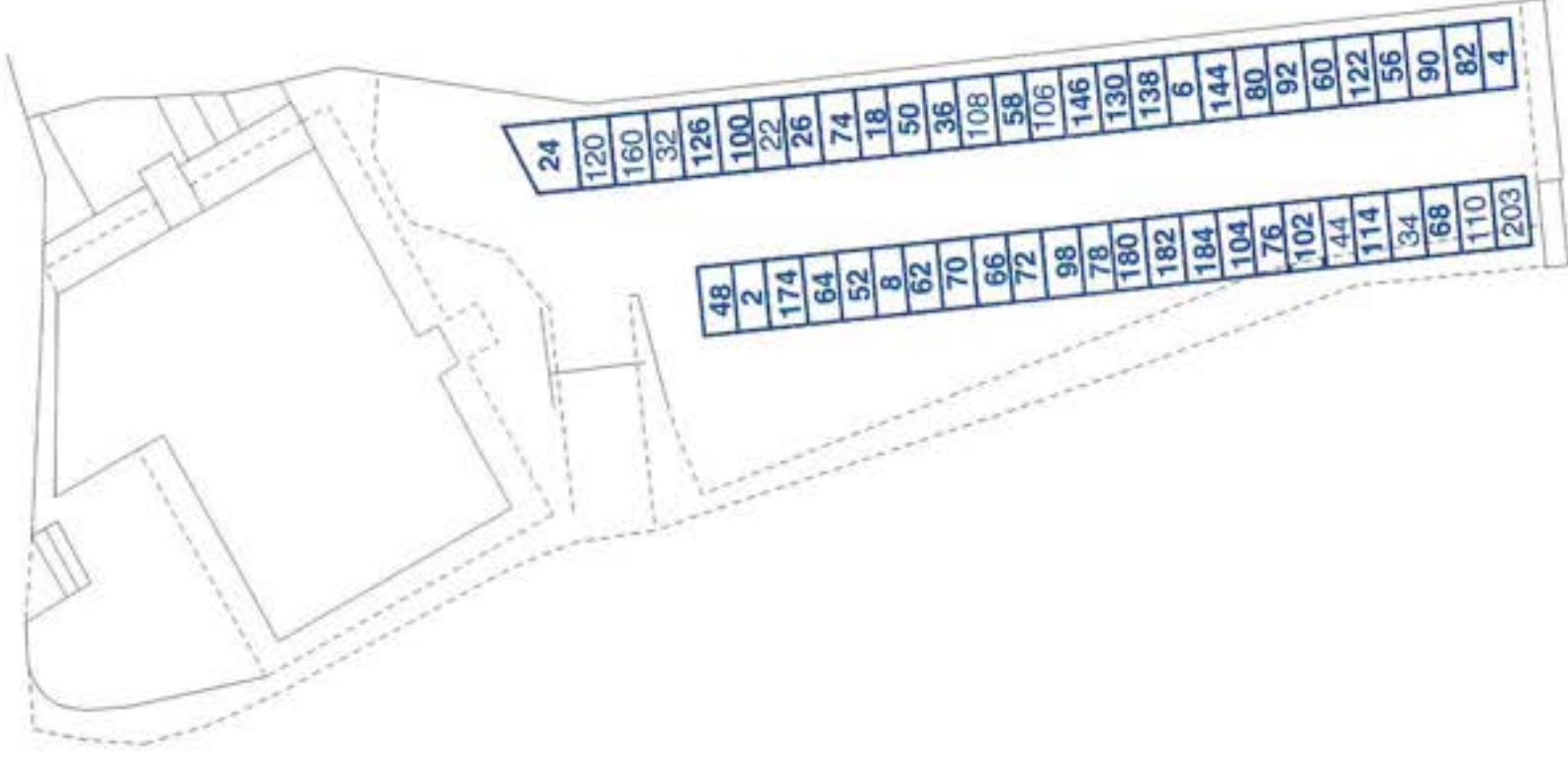
1887003015



## Ground Floor Parking

This plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.



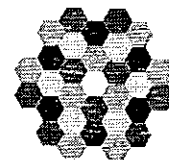


## First Floor Parking

This plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.



1887003015



Official copy  
of register of  
title  
Copi  
swyddogol o  
gofrestr teitl

Title number / Rhif teitl  
CYM167881

Edition date / Dyddiad yr  
argraffiad 14.09.2022

- This official copy shows the entries in the register of title on 11 November 2025 at 13:35:40.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 11 November 2025.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title, see [www.gov.uk/land-registry](http://www.gov.uk/land-registry).
- This title is dealt with by HM Land Registry Durham Office.
- Mae'r copi swyddogol hwn yn dangos y cofnodion yn y gofrestr teitl ar 11 Tachwedd 2025 am 13:35:40.
- Rhaid dyfynnu'r dyddiad hwn fel y "dyddiad y chwilir ohono" mewn unrhyw gais am chwiliad swyddogol sy'n seiliedig ar y copi hwn.
- Y dyddiad ar ddechrau cofnod yw'r dyddiad y gwnaethpwyd y cofnod yn y gofrestr.
- Cyhoeddwyd ar 11 Tachwedd 2025.
- Dan adran 67 Deddf Cofrestru Tir 2002, mae'r copi hwn yn dderbyniol fel tystiolaeth i'r un graddau â'r gwreiddiol.
- I gael gwybodaeth am y gofrestr teitl, gweler [www.gov.uk/land-registry](http://www.gov.uk/land-registry).
- Gweinyddir y teitl hwn gan Gofrestrfa Tir EM Swyddfa Durham

## A: Property register / Cofrestr eiddo

This register describes the land and estate comprised in the title.  
Mae'r gofrestr hon yn disgrifio'r tir a'r ystad a gynhwysir yn y teitl.

CARDIFF/CAERDYDD

- 1 (25.02.2004) The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being The Aspect, Fanum House, 140 Queen Street, Cardiff.

NOTE: The Commercial Area, Common Parts and the Grounds are excluded from this registration as referred to in the Lease.

- 2 (25.02.2004) There are excluded from this registration the mines and minerals excepted by the Conveyance dated 1 December 1980 referred to in the Charges Register.



## A: Property register continued / Parhad o'r gofrestr eiddo

- 3 (25.02.2004) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:  
Date : 9 January 2004  
Term : 1000 years from 29 September 2001  
Parties : (1) Taylor Woodrow Holdings Limited  
(2) Peverel Freeholds Limited
- 4 (25.02.2004) There are excepted from the effect of registration all estates, rights, interests, powers and remedies arising upon, or by reason of, any dealing made in breach of the prohibition or restriction against dealings therewith inter vivos contained in the Lease.
- 5 (25.02.2004) The landlord's title is registered.
- 6 Unless otherwise mentioned the title includes any legal easements granted by the registered lease(s) but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

## B: Proprietorship register / Cofrestr perchnogaeth

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Mae'r gofrestr hon yn nodi'r math o deitl ac yn enwi'r perchennog. Mae'n cynnwys unrhyw gofnodion sy'n effeithio ar yr hawl i waredu.

## Title absolute / Teitl llwyr

- 1 (12.08.2008) PROPRIETOR: PROXIMA GR PROPERTIES LIMITED (Co. Regn. No. 03829939) of Berkeley House, 304 Regents Park Road, London N3 2JX and of enquiries@e-m.uk.com.
- 2 (25.02.2004) The price, other than rents, stated to have been paid on the grant of the lease was £174,600.
- 3 (12.08.2008) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.
- 4 (12.08.2008) The Transfer to the proprietor contains a covenant to observe and perform the covenants by the landlord contained in the leases referred to in the Schedule of Notices of Leases and of indemnity in respect thereof.
- 5 (05.11.2015) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 9 October 2015 in favour of Rothesay Life PLC referred to in the Charges Register.
- 6 (28.12.2017) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 12 December 2017 in favour of Rothesay Life Plc referred to in the Charges Register.
- 7 (05.12.2018) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 17

## C: Charges register continued / Parhad o'r gofrestr arwystlon

numbering in blue on the supplementary plans 4 and 5 in respect of the exclusive use of the parking spaces unless otherwise stated in the schedule of leases.

- 7 (25.02.2004) Option to purchase contained in an Agreement dated 22 August 2001 made between (1) Taywood Homes Limited and (2) Bryant Homes Central Limited for 21 years from 22 August 2001 upon the terms therein mentioned.

NOTE: Copy filed under WA165771.

- 8 (05.11.2015) REGISTERED CHARGE contained in a Debenture dated 9 October 2015 affecting also other titles.

NOTE: Charge reference 109652.

- 9 (05.11.2015) Proprietor: ROTHESAY LIFE PLC (Co. Regn. No. 6127279) of The Post Building, 100 Museum Street, London WC1A 1PB.

- 10 (05.11.2015) The proprietor of the Charge dated 9 October 2015 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

- 11 (23.03.2016) A Deed dated 18 November 2015 made between (1) Proxima GR Properties Limited and (2) [REDACTED] rectified the terms of the Lease 28 June 2002 of Flat 131 The Aspects referred to in the Schedule of Leases hereto

NOTE: Copy Deed filed.

- 12 (28.12.2017) REGISTERED CHARGE contained in a Debenture dated 12 December 2017 affecting also other titles.

NOTE: Charge reference AGL118906.

- 13 (28.12.2017) Proprietor: ROTHESAY LIFE PLC (Co. Regn. No. 6127279) of The Post Building, 100 Museum Street, London WC1A 1PB.

- 14 (28.12.2017) The proprietor of the Charge dated 12 December 2017 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

- 15 (17.09.2018) By a Deed dated 17 September 2003 made between (1) Paul Bishop and Linda Bishop (2) Taylor Woodrow Holdings Limited and (3) Peverel OM Limited the terms of the lease dated 27 March 2002 of 31 The Aspect referred to in the schedule of leases hereto were varied.

NOTE: Copy Deed filed under CYM68990.

- 16 (05.12.2018) REGISTERED CHARGE contained in a Debenture dated 17 September 2018 affecting also other titles.

NOTE: Charge reference 144493.

- 17 (05.12.2018) Proprietor: ROTHESAY LIFE PLC (Co. Regn. No. 6127279) of The Post Building, 100 Museum Street, London WC1A 1PB.

- 18 (05.12.2018) The proprietor of the Charge dated 17 September 2018 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

## B: Proprietorship register continued Parhad o'r gofrestr perchnogaeth

September 2018 in favour of Rothesay Life Plc referred to in the Charges Register.

- 8 (14.09.2022) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 22 August 2022 in favour of Rothesay Life Plc referred to in the Charges Register.

## C: Charges register / Cofrestr arwystlon

This register contains any charges and other matters that affect the land.

Mae'r gofrestr hon yn cynnwys unrhyw arwystlon a materion eraill sy'n effeithio ar y tir.

- 1 (25.02.2004) A Conveyance of the freehold estate of the land in this title dated 1 December 1980 made between (1) The British Railways Board and (2) A. A. Pensions Trustees Limited contains restrictive covenants.

*NOTE: Copy filed under WA165771.*

- 2 (25.02.2004) The land is subject to the rights granted by the Conveyance dated 1 December 1980 referred to above.

- 3 (25.02.2004) Agreement dated 21 November 2001 made between (1) Bryant Homes Central Limited (2) Taywood Homes Limited and (3) Debuilt Limited relates to the grant of a lease and also contains provisions relating to construction and development upon the terms and conditions therein mentioned.

*NOTE: Copy filed.*

- 4 (25.02.2004) Option to purchase the reversionary estate or to acquire a Lease for a term of 1000 years contained in an Option Agreement dated 22 August 2001 made between (1) Taywood Homes Limited and (2) Peveral Freeholds Limited upon the terms therein mentioned.

*NOTE: Copy filed under WA165771.*

- 5 (25.02.2004) The parts of the land affected thereby are subject to the Leases set out in the schedule of Leases hereto and to such rights of passage and running of water, soil, gas, electricity, telegraphic and other services, support, shelter entry and user of communal areas, accessways and facilities, temporary parking spaces and the gym and other rights as are granted by those Leases. In addition, certain Leases grant the exclusive right to use the specified car parking spaces as more particularly described in the Schedule of Leases.

- 6 (25.02.2004) The parts of the land affected thereby are subject to the Leases set out in the Schedule of Leases hereto and to such rights of passage and running of water, soil, gas, electricity, telegraphic and other services, support, shelter entry and user of communal areas, accessways and facilities, temporary parking spaces and the gym and other rights as are granted by those Leases. In addition, certain Leases grant the exclusive right to use the specified car parking spaces as more particularly described in the Schedule of Leases.

*NOTE: Each lease is referenced by edging and numbering in blue on the supplementary plans 1, 2 and 3 in respect of the flats and edging and*



## C: Charges register continued / Parhad o'r gofrestr arwystlon

- 19 (14.09.2022) REGISTERED CHARGE contained in a Debenture dated 22 August 2022 affecting also other titles.  
NOTE: Charge reference 144493.
- 20 (14.09.2022) Proprietor: ROTHESAY LIFE PLC (Co. Regn. No. 6127279) of The Post Building, 100 Museum Street, London WC1A 1PB.
- 21 (14.09.2022) The proprietor of the Charge dated 22 August 2022 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

## Schedule of notices of leases / Atodlen prydlesi a nodwyd

|                                                                                                                                                                      | Registration date<br>and plan ref.   | Property description               | Date of lease<br>and term                 | Lessee's title       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|------------------------------------|-------------------------------------------|----------------------|
|                                                                                                                                                                      | Dyddiad cofrestru<br>a chyf. cynllun | Disgrifiad eiddo                   | Dyddiad a hyd<br>y brydles                | Teitl y<br>Prydlesai |
| 1                                                                                                                                                                    | 08.01.2002<br>1 and 2                | Flat 75 The Aspect (Seventh Floor) | 14.12.2001<br>999 years from<br>29.9.2001 | CYM55015             |
| NOTE: This Lease grants the exclusive right to use the car parking space numbered 2 in blue on the supplementary plan number 5                                       |                                      |                                    |                                           |                      |
| 2                                                                                                                                                                    | 16.01.2002<br>3 and 4                | Flat 71 The Aspect (Seventh Floor) | 13.12.2001<br>999 years from<br>29.9.2001 | CYM56346             |
| NOTE: This Lease grants the exclusive right to use the car parking space numbered 4 in blue on the supplementary plan number 5                                       |                                      |                                    |                                           |                      |
| 3                                                                                                                                                                    | 16.01.2002<br>5 and 6                | Flat 22 The Aspect (Second Floor)  | 14.12.2001<br>999 years from<br>29.9.2001 |                      |
| NOTE: This Lease grants the exclusive right to use the car parking space numbered 6 in blue on the supplementary plan number 5                                       |                                      |                                    |                                           |                      |
| 4                                                                                                                                                                    | 16.01.2002<br>7 and 8                | Flat 55 The Aspect (Fifth Floor)   | 14.12.2001<br>999 years from<br>29.9.2001 | CYM56350             |
| NOTE: This Lease grants the exclusive right to use the car parking space numbered 8 in blue on the supplementary plan number 5                                       |                                      |                                    |                                           |                      |
| 5                                                                                                                                                                    | 18.01.2002<br>9 and 10               | Flat 74 The Aspect (Seventh Floor) | 14.12.2001<br>999 years from<br>29.9.2001 | CYM56753<br>limited  |
| NOTE 1: This Lease grants the exclusive right to use the car parking space numbered 10 in blue on the supplementary plan number 4                                    |                                      |                                    |                                           |                      |
| NOTE 2: By a Deed dated 29 May 2002 made between (1) Gisela Johanna Jones (2) Bryant Holdings Limited and (3) Peverel OM Limited the plan to the lease was rectified |                                      |                                    |                                           |                      |

NOTE 3: Original deed filed under CYM56753



## Schedule of notices of leases continued

### Parhad o'r atodlen prydlesï a nodwyd

|    | Registration date<br>and plan ref.                                                                                              | Property description                   | Date of lease<br>and term                            | Lessee's title       |
|----|---------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|------------------------------------------------------|----------------------|
|    | Dyddiad cofrestru<br>a chyf. cynllun                                                                                            | Disgrifiad eiddo                       | Dyddiad a hyd<br>y brydles                           | Teitl y<br>Prydlesai |
| 6  | 22.01.2002<br>11 and 12                                                                                                         | Flat 124 The Aspect<br>(Twelfth Floor) | 14.12.2001<br>999 years from<br>29.9.2001            | CYM57279             |
|    | NOTE: This Lease grants the exclusive right to use the car parking space numbered 12 in blue on the supplementary plan number 4 |                                        |                                                      |                      |
| 7  | 13 and 14                                                                                                                       | Flat 94 The Aspect (Ninth<br>Floor)    | 14.12.2001<br>999 years from<br>29.9.2001            | CYM58889             |
|    | NOTE: This Lease grants the exclusive right to use the car parking space numbered 14 in blue on the supplementary plan number 4 |                                        |                                                      |                      |
| 8  | 05.02.2002<br>15 and 16                                                                                                         | Flat 91 The Aspect (Ninth<br>Floor)    | 14.12.2001<br>999 years from<br>29.9.2001            | CYM59238             |
|    | NOTE: This Lease grants the exclusive right to use the car parking space numbered 16 in blue on the supplementary plan number 4 |                                        |                                                      |                      |
| 9  | 06.02.2002<br>17 and 18                                                                                                         | Flat 58 The Aspect (Fifth<br>Floor)    | 14.12.2001<br>999 years from<br>29.9.2001            | CYM59433             |
|    | NOTE: This Lease grants the exclusive right to use the car parking space numbered 18 in blue on the supplementary plan number 5 |                                        |                                                      |                      |
| 10 | 11.02.2002<br>19 and 20                                                                                                         | Flat 88 The Aspect (Eighth<br>Floor)   | 14.12.2001<br>999 years from<br>29.9.2001            | CYM60052             |
|    | NOTE: This Lease grants the exclusive right to use the car parking space numbered 20 in blue on the supplementary plan number 4 |                                        |                                                      |                      |
| 11 | 01.02.2002<br>21 and 22                                                                                                         | Flat 52 The Aspect (Fifth<br>Floor)    | 14.02.2002<br>999 years from<br>29.9.2001            | CYM61757             |
|    | NOTE: This Lease grants the exclusive right to use the car parking space numbered 22 in blue on the supplementary plan number 5 |                                        |                                                      |                      |
| 12 | 05.03.2002<br>23 and 24                                                                                                         | 76 The Aspect (seventh<br>floor)       | 18.02.2002<br>999 years from<br>29.9.2001            | CYM63172             |
|    | NOTE: This lease grants the exclusive right to use the car parking space numbered 24 in blue on the supplementary plan number 2 |                                        |                                                      |                      |
| 13 | 11.03.2002<br>25 and 26                                                                                                         | Flat 54, The Aspect (fifth<br>floor)   | 27.02.2002<br>999 years from<br>29 September<br>2001 | CYM64025             |
| 14 | 13.03.2002<br>27 and 28                                                                                                         | Flat 82, the Aspect (8th<br>floor)     | 05.03.2002<br>999 years from<br>29.9.2001            | CYM64389             |
|    | NOTE: This lease grants the exclusive right to use the car parking space numbered 28 in blue on the supplementary plan number 4 |                                        |                                                      |                      |

# Schedule of notices of leases continued

## Parhad o'r atodlen prydlesai a nodwyd

|    | Registration date<br>and plan ref.<br>Dyddiad cofrestru<br>a chyf. cynllun                                                           | Property description<br>Disgrifiad eiddo | Date of lease<br>and term<br>Dyddiad a hyd<br>y brydles | Lessee's title<br>Teitl y<br>Prydlesai |
|----|--------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|---------------------------------------------------------|----------------------------------------|
| 15 | 14.03.2002<br>29 and 30                                                                                                              | Flat 106, The Aspect (10th<br>floor)     | 15.02.2002<br>999 years from<br>29 September<br>2001    | CYM64608                               |
|    | NOTE: This lease grants the exclusive right to use the car parking<br>space numbered 30 in blue on the supplementary plan 4          |                                          |                                                         |                                        |
| 16 | 15.03.2002<br>31 and 32                                                                                                              | Flat 64, The Aspect (6th<br>floor)       | 22.02.2002<br>999 years from<br>29.9.2001               | CYM64766                               |
|    | NOTE: This lease grants the exclusive use of the car parking space numbered<br>32 in blue on the supplementary plan number 5         |                                          |                                                         |                                        |
| 17 | 15.03.2002<br>33 and 34                                                                                                              | Flat 87 The Aspect (8th<br>floor)        | 07.03.2002<br>999 years from<br>29.9.2001               | CYM64782                               |
|    | NOTE: This lease grants the exclusive use of the car parking space numbered<br>4 in blue on the supplementary plan number 4          |                                          |                                                         |                                        |
| 18 | 21.03.2002<br>35                                                                                                                     | Flat 44 The Aspect (Fourth<br>Floor)     | 08.03.2002<br>999 years from<br>29.9.2001               | CYM65611                               |
| 19 | 25.03.2002<br>37 and 38                                                                                                              | 85 The Aspect (eighth floor)             | 21.02.2002<br>999 years from<br>29.9.2001               | CYM65876                               |
|    | NOTE: This lease grants the exclusive right to use the car parking<br>space numbered 38 in blue on the supplementary plan number 4   |                                          |                                                         |                                        |
| 20 | 26.03.2002<br>39 and 40                                                                                                              | 84 The Aspect (eighth<br>floor)          | 20.02.2002<br>999 years from<br>29.9.2001               | CYM66097                               |
|    | NOTE: This lease grants the exclusive right to use the car parking<br>space numbered 40 in blue on the supplementary plan numbered 4 |                                          |                                                         |                                        |
| 21 | 27.03.2002<br>41 and 42                                                                                                              | 93 the Aspect (ninth floor)              | 01.03.2002<br>999 years from<br>29.9.2001               | CYM66201                               |
|    | NOTE: This lease grants the exclusive right to use the car parking<br>space numbered 42 in blue on the supplementary plan number 4   |                                          |                                                         |                                        |
| 22 | 28.03.2002<br>43 and 44                                                                                                              | 97 The Aspect (ninth floor)              | 12.03.2002<br>999 years from<br>29.9.2001               | CYM66445                               |
|    | NOTE: This lease grants the exclusive right to use the car parking<br>space numbered 44 in blue on the supplementary plan number 5   |                                          |                                                         |                                        |
| 23 | 28.03.2002<br>45                                                                                                                     | 77 the Aspect (seventh<br>floor)         | 01.03.2002<br>999 years from<br>29.9.2001               | CYM66436                               |
| 24 | 02.03.2002<br>47 and 48                                                                                                              | 73 The Aspect (seventh<br>floor)         | 04.03.2002<br>999 years from<br>29.9.2001               | CYM66697                               |
|    | NOTE: This lease grants the exclusive right to use the car parking<br>space numbered 48 in blue on the supplementary plan numbered 5 |                                          |                                                         |                                        |



## Schedule of notices of leases continued

### Parhad o'r atodlen prydlesai a nodwyd

|    | Registration date<br>and plan ref.                                                                                                   | Property description            | Date of lease<br>and term                 | Lessee's title       |
|----|--------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|-------------------------------------------|----------------------|
|    | Dyddiad cofrestru<br>a chyf. cynllun                                                                                                 | Disgrifiad eiddo                | Dyddiad a hyd<br>y brydles                | Teitl y<br>Prydlesai |
| 25 | 02.04.2002<br>49 and 50                                                                                                              | 42 The Aspect (fourth<br>floor) | 12.03.2002<br>999 years from<br>29.9.2001 | CYM66698             |
|    | NOTE: This lease grants the exclusive right to use the car parking<br>space numbered 50 in blue on the supplementary plan number 5   |                                 |                                           |                      |
| 26 | 03.04.2002<br>51 and 52                                                                                                              | 53 The Aspect (fifth floor)     | 12.03.2002<br>999 years from<br>29.9.2001 | CYM66777             |
|    | NOTE: This lease grants the exclusive right to use the car parking<br>space numbered 52 in blue on the supplementary plan numbered 5 |                                 |                                           |                      |
| 27 | 05.04.2002<br>53 and 54                                                                                                              | 83 The Aspect (eighth<br>floor) | 07.03.2002<br>999 years from<br>29.9.2001 | CYM67010             |
|    | NOTE: This lease grants the exclusive right to use the car parking<br>space numbered 54 in blue on the supplementary plan numbered 4 |                                 |                                           |                      |
| 28 | 08.04.2002<br>55 and 56                                                                                                              | 57 The Aspect (fifth floor)     | 21.02.2002<br>999 years from<br>29.9.2001 | CYM67265             |
|    | NOTE: This lease grants the exclusive right to use the car parking<br>space numbered 56 in blue on the supplementary plan numbered 5 |                                 |                                           |                      |
| 29 | 08.04.2002<br>57 and 58                                                                                                              | 48 The Aspect (fourth<br>floor) | 04.01.2002<br>999 years from<br>29.9.2001 | CYM67276             |
|    | NOTE: This lease grants the exclusive right to use the car parking<br>space numbered 58 in blue on the supplementary plan numbered 5 |                                 |                                           |                      |
| 30 | 10.04.2002<br>59 and 60                                                                                                              | 47 The Aspect (fourth<br>floor) | 11.03.2002<br>999 years from<br>29.9.2001 | CYM67638             |
|    | NOTE: This lease grants the exclusive right to use the car parking<br>space numbered 60 in blue on the supplementary plan numbered 5 |                                 |                                           |                      |
| 31 | 10.04.2002<br>61 and 62                                                                                                              | 43 The Aspect (fourth<br>floor) | 13.03.2002<br>999 years from<br>29.9.2001 | CYM67640             |
|    | NOTE: This lease grants the exclusive right to use the car parking<br>space numbered 62 in blue on the supplementary plan numbered 5 |                                 |                                           |                      |
| 32 | 10.04.2002<br>63 and 64                                                                                                              | 65 The Aspect (sixth floor)     | 08.03.2002<br>999 years from<br>29.9.2001 | CYM67641             |
|    | NOTE: This lease grants the exclusive right to use the car parking<br>space numbered 64 in blue on the supplementary plan numbered 5 |                                 |                                           |                      |
| 33 | 10.04.2002<br>65 and 66                                                                                                              | 33 The Aspect (third floor)     | 15.03.2002<br>999 years from<br>29.9.2001 | CYM67642             |
|    | NOTE: This lease grants the exclusive right to use the car parking<br>space numbered 66 in blue on the supplementary plan numbered 5 |                                 |                                           |                      |

## Schedule of notices of leases continued

### Parhad o'r atodlen prydlesai a nodwyd

|    | Registration date<br>and plan ref.<br>Dyddiad cofrestru<br>a chyf. cynllun                                                           | Property description<br>Disgrifiad eiddo | Date of lease<br>and term<br>Dyddiad a hyd<br>y brydles | Lessee's title<br>Teitl y<br>Prydlesai |
|----|--------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|---------------------------------------------------------|----------------------------------------|
| 34 | 10.04.2002<br>67 and 68                                                                                                              | 81 The Aspect (eighth<br>floor)          | 22.02.2002<br>999 years from<br>29.9.2001               | CYM67643                               |
|    | NOTE: This lease grants the exclusive right to use the car parking<br>space numbered 68 in blue on the supplementary plan numbered 5 |                                          |                                                         |                                        |
| 35 | 12.04.2002<br>69 and 70                                                                                                              | 45 The Aspect (fourth<br>floor)          | 14.03.2002<br>999 years from<br>29.9.2001               | CYM68026                               |
|    | NOTE: This lease grants the exclusive right to use the car parking<br>space numbered 70 in blue on the supplementary plan numbered 5 |                                          |                                                         |                                        |
| 36 | 12.04.2002<br>71 and 72                                                                                                              | 35 The Aspect (third floor)              | 25.03.2002<br>999 years from<br>29.9.2001               | CYM68032                               |
|    | NOTE: This lease grants the exclusive right to use the car parking<br>space numbered 72 in blue on the supplementary plan numbered 5 |                                          |                                                         |                                        |
| 37 | 15.04.2002<br>73 and 74                                                                                                              | 56 The Aspect (fifth floor)              | 08.03.2002<br>999 years from<br>29.9.2001               | CYM68160                               |
|    | NOTE: This lease grants the exclusive right to use the car parking<br>space numbered 74 in blue on the supplementary plan numbered 5 |                                          |                                                         |                                        |
| 38 | 16.04.2002<br>75 and 76                                                                                                              | 107 The Aspect (tenth<br>floor)          | 11.03.2002<br>999 years from<br>29.9.2001               | CYM68296                               |
|    | NOTE: This lease grants the exclusive right to use the car parking<br>space numbered 72 in blue on the supplementary plan numbered 5 |                                          |                                                         |                                        |
| 39 | 16.04.2002<br>77 and 78                                                                                                              | 25 The Aspect (second<br>floor)          | 26.03.2002<br>999 years from<br>29.9.2001               | CYM68306                               |
|    | NOTE: This lease grants the exclusive right to use the car parking<br>space numbered 78 in blue on the supplementary plan numbered 5 |                                          |                                                         |                                        |
| 40 | 16.04.2002<br>79 and 80                                                                                                              | 26 The Aspect (second<br>Floor)          | 25.03.2002<br>999 years from<br>29.9.2001               | CYM68303                               |
|    | NOTE: This lease grants the exclusive right to use the car parking<br>space numbered 80 in blue on the supplementary plan numbered 5 |                                          |                                                         |                                        |
| 41 | 18.04.2002<br>81 and 82                                                                                                              | 27 The Aspect (second<br>floor)          | 28.03.2002<br>999 years from<br>29.9.2001               | CYM68766                               |
|    | NOTE: This lease grants the exclusive right to use the car parking<br>space numbered 82 in blue on the supplementary plan numbered 5 |                                          |                                                         |                                        |
| 42 | 18.04.2002<br>83 and 84                                                                                                              | 98 The Aspect (Ninth Floor)              | 28.03.2002<br>999 years from<br>29.9.2001               | CYM68820                               |
|    | NOTE: This lease grants the exclusive right to use the car parking<br>space numbered 84 in blue on the supplementary plan numbered 4 |                                          |                                                         |                                        |



## Schedule of notices of leases continued

### Parhad o'r atodlen prydlesi a nodwyd

|    | Registration date<br>and plan ref.                                                                                                           | Property description               | Date of lease<br>and term                 | Lessee's title       |
|----|----------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|-------------------------------------------|----------------------|
|    | Dyddiad cofrestru<br>a chyf. cynllun                                                                                                         | Disgrifiad eiddo                   | Dyddiad a hyd<br>y brydles                | Teitl y<br>Prydlesai |
| 43 | 18.04.2002<br>85 and 86                                                                                                                      | 104 The Aspect (Tenth<br>Floor)    | 19.03.2002<br>999 years from<br>29.9.2001 | CYM68822             |
|    | NOTE: This lease grants the exclusive right to use the car parking<br>space numbered 86 in blue on the supplementary plan numbered 4         |                                    |                                           |                      |
| 44 | 19.04.2002<br>87                                                                                                                             | 31 The Aspect (Third Floor)        | 27.03.2002<br>999 years from<br>29.9.2001 | CYM68990             |
|    | NOTE 1: See entry in the Charges Register relating to a Deed of variation<br>dated 17 September 2003.                                        |                                    |                                           |                      |
|    | NOTE 2: The Deed grants the exclusive use of the car parking space numbered<br>201 in blue on supplementary plan number 4 to the title plan. |                                    |                                           |                      |
| 45 | 19.04.2002<br>89 and 90                                                                                                                      | 117 The Aspect (Eleventh<br>Floor) | 21.03.2002<br>999 years from<br>29.9.2001 | CYM68991             |
|    | NOTE: This lease grants the exclusive right to use the car parking<br>space numbered 90 in blue on the supplementary plan numbered 5         |                                    |                                           |                      |
| 46 | 26.04.2002<br>91 and 92                                                                                                                      | 28 The Aspect (Second<br>Floor)    | 27.03.2002<br>999 years from<br>29.9.2001 | CYM69927             |
|    | NOTE: This lease grants the exclusive right to use the car parking<br>space numbered 92 in blue on the supplementary plan numbered 5         |                                    |                                           |                      |
| 47 | 26.04.2002<br>93 and 94                                                                                                                      | 108 The Aspect (Tenth<br>Floor)    | 12.04.2002<br>999 years from<br>29.9.2001 | CYM69930             |
|    | NOTE: This lease grants the exclusive right to use the car parking<br>space numbered 94 in blue on the supplementary plan numbered 4         |                                    |                                           |                      |
| 48 | 26.04.2002<br>95 and 96                                                                                                                      | 96 The Aspect (Ninth floor)        | 11.03.2002<br>999 years from<br>29.9.2001 | CYM69932             |
|    | NOTE: This lease grants the exclusive right to use the car parking<br>space numbered 96 in blue on the supplementary plan numbered 4         |                                    |                                           |                      |
| 49 | 26.04.2002<br>97 and 98                                                                                                                      | 23 The Aspect (Second<br>Floor)    | 28.03.2002<br>999 years from<br>29.9.2001 | CYM69933             |
|    | NOTE: This lease grants the exclusive right to use the car parking<br>space numbered 98 in blue on the supplementary plan numbered 5         |                                    |                                           |                      |
| 50 | 07.05.2002<br>99 and 100                                                                                                                     | 68 The Aspect (Sixth Floor)        | 08.03.2002<br>999 years from<br>29.9.01   | CYM70956             |
|    | NOTE: This lease grants the exclusive right to use the car parking<br>space numbered 100 in blue on the supplementary plan numbered 5        |                                    |                                           |                      |
| 51 | 07.05.2002<br>101 and 102                                                                                                                    | 101 The Aspect (Tenth<br>Floor)    | 18.03.2002<br>999 years from<br>29.9.2001 | CYM70957             |
|    | NOTE: This lease grants the exclusive right to use the car parking<br>space numbered 102 in blue on the supplementary plan numbered 5        |                                    |                                           |                      |

## Schedule of notices of leases continued

### Parhad o'r atodlen prydles i a nodwyd

|    | Registration date<br>and plan ref.                                                                                                                                                                                                                                                                                                                                 | Property description               | Date of lease<br>and term                 | Lessee's title       |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|-------------------------------------------|----------------------|
|    | Dyddiad cofrestru<br>a chyf. cynllun                                                                                                                                                                                                                                                                                                                               | Disgrifiad eiddo                   | Dyddiad a hyd<br>y brydles                | Teitl y<br>Prydlesai |
| 52 | 08.05.2002<br>103 and 104                                                                                                                                                                                                                                                                                                                                          | 111 The Aspect (Eleventh<br>Floor) | 18.03.2002<br>999 years from<br>29.9.2001 | CYM71248             |
|    | NOTE: This lease grants the exclusive right to use the car parking<br>space numbered 104 in blue on the supplementary plan numbered 4                                                                                                                                                                                                                              |                                    |                                           |                      |
| 53 | 10.05.2002<br>105 and 106                                                                                                                                                                                                                                                                                                                                          | 32 The Aspect (Third Floor)        | 14.03.2002<br>999 years from<br>29.9.2001 | CYM71560             |
|    | NOTE: This lease grants the exclusive right to use the car parking<br>space numbered 106 in blue on the supplementary plan numbered 5                                                                                                                                                                                                                              |                                    |                                           |                      |
| 54 | 14.05.2002<br>107 and 108                                                                                                                                                                                                                                                                                                                                          | 46 The Aspect (Fourth<br>Floor)    | 28.03.2002<br>999 years from<br>29.9.2001 | CYM71917             |
|    | NOTE: This lease grants the exclusive right to use the car parking<br>space numbered 108 in blue on the supplementary plan numbered 4                                                                                                                                                                                                                              |                                    |                                           |                      |
| 55 | 16.05.2002<br>109 and 110                                                                                                                                                                                                                                                                                                                                          | 127 The Aspect (Twelfth<br>Floor)  | 20.03.2002<br>999 years from<br>29.9.2001 | CYM72350             |
|    | NOTE: This lease grants the exclusive right to use the car parking<br>space numbered 110 in blue on the supplementary plan numbered 5                                                                                                                                                                                                                              |                                    |                                           |                      |
| 56 | 20.05.2002<br>111 and 112                                                                                                                                                                                                                                                                                                                                          | 118 The Aspect (Eleventh<br>Floor) | 30.04.2002<br>999 years from<br>29.9.2001 | CYM72550             |
|    | NOTE: This lease grants the exclusive right to use the car parking<br>space numbered 112 in blue on the supplementary plan numbered 4                                                                                                                                                                                                                              |                                    |                                           |                      |
| 57 | 21.05.2002<br>113 and 114                                                                                                                                                                                                                                                                                                                                          | 116 The Aspect (Eleventh<br>Floor) | 20.03.2002<br>999 years from<br>29.9.2001 | CYM72855             |
|    | NOTE: This lease grants the exclusive right to use the car parking<br>space numbered 114 in blue on the supplementary plans numbered 4 and 5                                                                                                                                                                                                                       |                                    |                                           |                      |
| 58 | 23.05.2002<br>115                                                                                                                                                                                                                                                                                                                                                  | 41 The Aspect (Fourth<br>Floor)    | 25.03.2002<br>999 years from<br>29.9.2001 | CYM73258             |
|    | NOTE: By a Deed dated 28 October 2003 made between (1) Angela Jane<br>Tachxuanky (2) Taylor Woodrow Holdings Limited (3) Peverel OM Limited<br>(4) Mortgage Express the Lease dated 25 March 2002 was varied to grant the<br>exclusive right to use the car parking space edged and numbered 203 in<br>blue on the supplementary plan numbered 5 to the title plan |                                    |                                           |                      |
| 59 | 23.05.2002<br>117                                                                                                                                                                                                                                                                                                                                                  | 21 The Aspect (Second<br>Floor)    | 22.03.2002<br>999 years from<br>29.9.2001 | CYM73263             |
| 60 | 27.05.2002<br>119 and 120                                                                                                                                                                                                                                                                                                                                          | 78 The Aspect (Seventh<br>Floor)   | 22.03.2002<br>999 years from<br>29.9.2001 | CYM73588             |
|    | NOTE: This lease grants the exclusive use of the car parking space numbered<br>120 on the supplementary plan numbered 5                                                                                                                                                                                                                                            |                                    |                                           |                      |



## Schedule of notices of leases continued

### Parhad o'r atodlen prydles i a nodwyd

|    | Registration date<br>and plan ref.                                                                                                 | Property description                              | Date of lease<br>and term                 | Lessee's title       |
|----|------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|-------------------------------------------|----------------------|
|    | Dyddiad cofrestru<br>a chyf. cynllun                                                                                               | Disgrifiad eiddo                                  | Dyddiad a hyd<br>y brydles                | Teitl y<br>Prydlesai |
| 61 | 05.06.2002<br>121 and 122                                                                                                          | 51 The Aspect (Fifth Floor)                       | 05.03.2002<br>999 years from<br>29.9.2001 | CYM74468             |
|    | NOTE: This lease grants the exclusive right to use the car parking space numbered 122 in blue on the supplementary plan numbered 5 |                                                   |                                           |                      |
| 62 | 11.06.2002<br>123 and 124                                                                                                          | 72 The Aspect (Seventh Floor)                     | 28.02.2002<br>999 years from<br>29.9.2001 | CYM75258             |
|    | NOTE: This lease grants the exclusive right to use the car parking space numbered 124 in blue on the supplementary plan numbered 4 |                                                   |                                           |                      |
| 63 | 11.06.2002<br>125 and 126                                                                                                          | 66 The Aspect (Sixth Floor)                       | 27.02.2002<br>999 years from<br>29.9.2001 | CYM75261             |
|    | NOTE: This lease grants the exclusive right to use the car parking space numbered 126 in blue on the supplementary plan 5          |                                                   |                                           |                      |
| 64 | 19.06.2002<br>127 and 128                                                                                                          | 114 The Aspect (Eleventh Floor)                   | 01.03.2002<br>999 years from<br>29.9.2001 | CYM76436             |
|    | NOTE: This lease grants the exclusive right to use the car parking space numbered 128 in blue on the supplementary plan numbered 4 |                                                   |                                           |                      |
| 65 | 20.06.2002<br>129 and 130                                                                                                          | 36 The Aspect (Third Floor)                       | 26.03.2002<br>999 years from<br>29.9.2001 | CYM76600             |
|    | NOTE: This lease grants the exclusive right to use the car parking space numbered 130 in blue on the supplementary plan numbered 5 |                                                   |                                           |                      |
| 66 | 27.06.2002<br>131                                                                                                                  | 61 The Aspect (Sixth Floor)                       | 25.02.2002<br>999 years from<br>29.9.2001 | CYM77546             |
| 67 | 03.07.2002<br>133 and 134                                                                                                          | 133 The Aspect (Thirteenth and Fourteenth Floors) | 31.05.2002<br>999 years from<br>29.9.2001 | CYM78362             |
|    | NOTE: This lease grants the exclusive right to use the car parking space numbered 134 in blue on the supplementary plan numbered 4 |                                                   |                                           |                      |
| 68 | 03.02.2002<br>135 and 136                                                                                                          | 115 The Aspect (Eleventh Floor)                   | 29.05.2002<br>999 years from<br>29.9.2001 | CYM78363             |
|    | NOTE: This lease grants the exclusive right to use the car parking space numbered 136 in blue on the supplementary plan numbered 4 |                                                   |                                           |                      |
| 69 | 05.07.2002<br>137 and 138                                                                                                          | 38 The Aspect (Third Floor)                       | 22.03.2002<br>999 years from<br>29.9.2001 | CYM78771             |
|    | NOTE: This lease grants the exclusive right to use the car parking space numbered 138 in blue on the supplementary plan numbered 5 |                                                   |                                           |                      |

# Schedule of notices of leases continued

## Parhad o'r atodlen prydlesi a nodwyd

|                                                                                                                                                                                                                                                                                                                                  | Registration date<br>and plan ref.   | Property description                              | Date of lease<br>and term                 | Lessee's title              |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|---------------------------------------------------|-------------------------------------------|-----------------------------|
|                                                                                                                                                                                                                                                                                                                                  | Dyddiad cofrestru<br>a chyf. cynllun | Disgrifiad eiddo                                  | Dyddiad a hyd<br>y brydles                | Teitl y<br>Prydlesai        |
| 70                                                                                                                                                                                                                                                                                                                               | 10.07.2002<br>141                    | 67 The Aspect (Sixth Floor)                       | 28.02.2002<br>999 years from<br>29.9.2001 | CYM79606<br>(3) ase<br>pace |
| NOTE 1: By a Deed dated 2 September 2003 made between (1) Andrew Leslie Tubbs (2) Taylor Woodrow Holdings Limited (3) Peverel OM Limited and (4) Abbey National Plc the above mentioned Lease has been rectified to grant the exclusive right to use the parking space numbered 202 in blue on the supplementary plan numbered 4 |                                      |                                                   |                                           |                             |
| NOTE 2: Copy filed in CYM79606                                                                                                                                                                                                                                                                                                   |                                      |                                                   |                                           |                             |
| 71                                                                                                                                                                                                                                                                                                                               | 15.07.2002<br>143 and 144            | 24 The Aspect (Second Floor)                      | 28.03.2002<br>999 years from<br>29.9.2001 | CYM80127                    |
| NOTE: This lease grants the exclusive right to use the car parking space numbered 144 in blue on the supplementary plan numbered 5                                                                                                                                                                                               |                                      |                                                   |                                           |                             |
| 72                                                                                                                                                                                                                                                                                                                               | 15.07.2002<br>145 and 146            | 34 The Aspect (Third Floor)                       | 22.03.2002<br>999 years from<br>29.9.2001 | CYM80129                    |
| NOTE: This lease grants the exclusive right to use the car parking space numbered 146 in blue on the supplementary plan numbered 5                                                                                                                                                                                               |                                      |                                                   |                                           |                             |
| 73                                                                                                                                                                                                                                                                                                                               | 16.07.2002<br>147 and 148            | 135 The Aspect (Thirteenth and Fourteenth Floors) | 31.05.2002<br>999 years from<br>29.9.2001 | CYM80327                    |
| NOTE: This lease grants the exclusive right to use the car parking space numbered 148 in blue on the supplementary plan numbered 4                                                                                                                                                                                               |                                      |                                                   |                                           |                             |
| 74                                                                                                                                                                                                                                                                                                                               | 16.07.2002<br>149 and 150            | 92 The Aspect (Ninth Floor)                       | 28.03.2002<br>999 years from<br>29.9.2001 | CYM80330                    |
| NOTE: This lease grants the exclusive right to use the car parking space numbered 150 in blue on the supplementary plan numbered 4                                                                                                                                                                                               |                                      |                                                   |                                           |                             |
| 75                                                                                                                                                                                                                                                                                                                               | 16.07.2002<br>151                    | 37 the Aspect (Third Floor)                       | 15.03.2002<br>999 years from<br>29.9.2001 | CYM80384                    |
| 76                                                                                                                                                                                                                                                                                                                               | 23.07.2002<br>153 and 154            | 112 The Aspect (Eleventh Floor)                   | 05.07.2002<br>999 years from<br>29.9.2001 | CYM81488                    |
| NOTE: This lease grants the exclusive right to use the car parking space numbered 154 in blue on the supplementary plan numbered 4                                                                                                                                                                                               |                                      |                                                   |                                           |                             |
| 77                                                                                                                                                                                                                                                                                                                               | 30.07.2002<br>157 and 158            | 102 The Aspect (Tenth Floor)                      | 28.06.2002<br>999 years from<br>29.9.2001 | CYM82544                    |
| NOTE: This lease grants the exclusive right to use the car parking space numbered 158 in blue on the supplementary plan numbered 4                                                                                                                                                                                               |                                      |                                                   |                                           |                             |



## Schedule of notices of leases continued

### Parhad o'r atodlen prydlesai a nodwyd

|    | Registration date<br>and plan ref.                                                                                                  | Property description                              | Date of lease<br>and term                 | Lessee's title       |
|----|-------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|-------------------------------------------|----------------------|
|    | Dyddiad cofrestru<br>a chyf. cynllun                                                                                                | Disgrifiad eiddo                                  | Dyddiad a hyd<br>y brydles                | Teitl y<br>Prydlesai |
| 78 | 16.08.2002<br>159 and 160                                                                                                           | 62 The Aspect (Sixth Floor)                       | 26.02.2002<br>999 years from<br>29.9.2001 | CYM85406             |
|    | NOTE: This lease grants the exclusive right to use the car parking space numbered 160 in blue on the supplementary plan numbered 5  |                                                   |                                           |                      |
| 79 | 05.09.2002<br>161 and 162                                                                                                           | 86 The Aspect (Eighth Floor)                      | 21.12.2001<br>999 years from<br>29.9.2001 | CYM87963             |
|    | NOTE: This lease grants the exclusive right to use the car parking space numbered 162 in blue on the supplementary plan numbered 4  |                                                   |                                           |                      |
| 80 | 05.09.2002<br>163 and 164                                                                                                           | 134 The Aspect (Thirteenth and Fourteenth Floors) | 21.06.2002<br>999 years from<br>29.9.2001 | CYM88062             |
|    | NOTE: This lease grants the exclusive right to use the car parking space numbered 164 in blue on the supplementary plan numbered 4  |                                                   |                                           |                      |
| 81 | 06.09.2002<br>165 and 166                                                                                                           | 136 The Aspect (Thirteenth and Fourteenth Floors) | 09.08.2002<br>999 years from<br>29.9.2001 | CYM88349             |
|    | NOTE: This lease grants the exclusive right to use the car parking space numbered 166 in blue on the supplementary plan numbered 4  |                                                   |                                           |                      |
| 82 | 16.09.2002<br>167 and 168                                                                                                           | 138 The Aspect (Thirteenth and Fourteenth Floors) | 12.08.2002<br>999 years from<br>29.9.2001 | CYM89648             |
|    | NOTE: This lease grants the exclusive right to use the car parking space numbered 168 in blue on the supplementary plan numbered 4  |                                                   |                                           |                      |
| 83 | 26.09.2002<br>169                                                                                                                   | 121 The Aspect (Twelfth Floor)                    | 31.05.2002<br>999 years from<br>29.9.2001 | CYM91317             |
| 84 | 26.09.2002<br>171 and 172                                                                                                           | 131 The Aspect (Thirteenth Floor)                 | 28.06.2002<br>999 years from<br>29.9.2001 | CYM91320             |
|    | NOTE: This Lease grants the exclusive right to use the car parking space numbered 172 in blue on the supplementary plan numbered 4. |                                                   |                                           |                      |
|    | NOTE 2: See entry in the Charges Register relating to a Deed of Rectification dated 18 November 2015                                |                                                   |                                           |                      |
| 85 | 27.09.2002<br>173 and 174                                                                                                           | 63 The Aspect (Sixth Floor)                       | 15.02.2002<br>999 years from<br>29.9.2001 | CYM91583             |
|    | NOTE: This Lease grants the exclusive right to use the car parking space numbered 174 in blue on the supplementary plan numbered 4  |                                                   |                                           |                      |
| 86 | 10.10.2002<br>175 and 176                                                                                                           | 103 The Aspect (Tenth Floor)                      | 30.08.2002<br>999 years from<br>29.9.2001 | CYM93912             |
|    | NOTE: This lease grants the exclusive right to use the car parking space numbered 176 in blue on the supplementary plan numbered 4  |                                                   |                                           |                      |

# Schedule of notices of leases continued

## Parhad o'r atodlen prydlesai a nodwyd

|    | Registration date<br>and plan ref.<br>Dyddiad cofrestru<br>a chyf. cynllun                                                            | Property description<br>Disgrifiad eiddo | Date of lease<br>and term<br>Dyddiad a hyd<br>y brydles | Lessee's title<br>Teitl y<br>Prydlesai |
|----|---------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|---------------------------------------------------------|----------------------------------------|
| 87 | 21.10.2002<br>177 and 178                                                                                                             | 105 The Aspect (Tenth<br>Floor)          | 27.09.2002<br>999 years from<br>29.9.2001               | CYM95669                               |
|    | NOTE: This lease grants the exclusive right to use the car parking<br>space numbered 178 in blue on the supplementary plan number 4   |                                          |                                                         |                                        |
| 88 | 14.11.2002<br>179 and 180                                                                                                             | 13 The Aspect (First Floor)              | 30.04.2002<br>999 years from<br>29.9.2001               | CYM99465                               |
|    | NOTE: This lease grants the exclusive right to use the car parking<br>space numbered 180 in blue on the supplementary plan numbered 5 |                                          |                                                         |                                        |
| 89 | 14.11.2002<br>181 and 182                                                                                                             | 12 The Aspect (First Floor)              | 30.04.2002<br>999 years from<br>29.9.2001               | CYM99469                               |
|    | NOTE: This lease grants the exclusive right to use the car parking<br>space numbered 182 in blue on the supplemental plan number 5    |                                          |                                                         |                                        |
| 90 | 19.11.2002<br>183 and 184                                                                                                             | 11 The Aspect (First Floor)              | 30.04.2002<br>999 years from<br>29.9.2001               | CYM100172                              |
|    | NOTE: This lease grants the exclusive right to use the car parking<br>space numbered 184 in blue on the supplemental plan number 5    |                                          |                                                         |                                        |
| 91 | 03.12.2002<br>185 and 186                                                                                                             | 122 The Aspect (Twelfth<br>Floor)        | 31.10.2002<br>999 years from<br>29.9.2001               | CYM102355                              |
|    | NOTE: This Lease grants the exclusive right to use the car parking<br>space numbered 186 in blue on the supplemental plan number 4    |                                          |                                                         |                                        |
| 92 | 13.02.2002<br>187 and 188                                                                                                             | 125 The Aspect (Twelfth<br>Floor)        | 31.10.2002<br>99 years from<br>29.9.2001                | CYM103986                              |
|    | NOTE: This Lease grants the exclusive right to use the car parking<br>space numbered 188 in blue on the supplemental plan numbered 4  |                                          |                                                         |                                        |
| 93 | 16.12.2002<br>189 and 190                                                                                                             | 128 The Aspect (Twelfth<br>Floor)        | 15.11.2002<br>999 years from<br>29.9.2001               | CYM104236                              |
|    | NOTE: This Lease grants the exclusive right to use the car parking<br>space numbered 190 in blue on the supplemental plan number 4    |                                          |                                                         |                                        |
| 94 | 09.01.2002<br>191 and 192                                                                                                             | 123 The Aspect (Twelfth<br>Floor)        | 29.11.2002<br>999 years from<br>29 September<br>2001    | CYM106882                              |
|    | NOTE: This Lease grants the exclusive right to use the car parking<br>space numbered 192 in blue on the supplemental plan number 4    |                                          |                                                         |                                        |
| 95 | 15.01.2003<br>193 and 194                                                                                                             | 95 The Aspect (Ninth Floor)              | 30.09.2002<br>999 years from<br>29.9.2001               | CYM107834                              |
|    | NOTE: This Lease grants the exclusive right to use the car parking<br>space numbered 194 in blue on the supplemental plan number 4    |                                          |                                                         |                                        |



## Schedule of notices of leases continued Parhad o'r atodlen prydlesai a nodwyd

|                                                                                                                                    | Registration date<br>and plan ref.<br>Dyddiad cofrestru<br>a chyf. cynllun | Property description<br>Disgrifiad eiddo             | Date of lease<br>and term<br>Dyddiad a hyd<br>y brydles | Lessee's title<br>Teitl y<br>Prydlesai |
|------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|------------------------------------------------------|---------------------------------------------------------|----------------------------------------|
| 96                                                                                                                                 | 14.04.2003<br>195 and 196                                                  | 113 The Aspect (Eleventh<br>Floor)                   | 28.06.2002<br>999 years from<br>29.9.2001               | CYM121615                              |
| NOTE: This Lease grants the exclusive right to use the car parking<br>space numbered 196 in blue on the supplemental plan number 4 |                                                                            |                                                      |                                                         |                                        |
| 97                                                                                                                                 | 14.04.2003<br>197 and 198                                                  | 126 The Aspect (Twelfth<br>Floor)                    | 28.06.2002<br>999 years from<br>29.9.2001               | CYM121618                              |
| NOTE: This Lease grants the exclusive right to use the car parking<br>space numbered 198 in blue on the supplemental plan number 4 |                                                                            |                                                      |                                                         |                                        |
| 98                                                                                                                                 | 23.05.2003<br>199 and 200                                                  | 132 The Aspect (Thirteenth<br>and Fourteenth Floors) | 20.12.2002<br>999 years from<br>29.9.2001               | CYM126829                              |
| NOTE: This lease grants the exclusive use of the car parking spaces on the<br>supplementary plan numbered 4                        |                                                                            |                                                      |                                                         |                                        |

End of register / Diwedd y gofrestr



Official copy  
of register of  
title  
Copi  
swyddogol o  
gofrestr teitl

Title number / Rhif teitl  
WA165771

Edition date / Dyddiad yr  
argraffiad 09.07.2024

- This official copy shows the entries in the register of title on 19 November 2025 at 15:03:46.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 19 November 2025.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title, see [www.gov.uk/land-registry](http://www.gov.uk/land-registry).
- This title is dealt with by HM Land Registry Durham Office.
- Mae'r copi swyddogol hwn yn dangos y cofnodion yn y gofrestr teitl ar 19 Tachwedd 2025 am 15:03:46.
- Rhaid dyfynnu'r dyddiad hwn fel y "dyddiad y chwilir ohono" mewn unrhyw gais am chwiliad swyddogol sy'n seiliedig ar y copi hwn.
- Y dyddiad ar ddechrau cofnod yw'r dyddiad y gwnaethpwyd y cofnod yn y gofrestr.
- Cyhoeddwyd ar 19 Tachwedd 2025.
- Dan adran 67 Deddf Cofrestru Tir 2002, mae'r copi hwn yn dderbyniol fel tystiolaeth i'r un graddau â'r gwreiddiol.
- I gael gwybodaeth am y gofrestr teitl, gweler [www.gov.uk/land-registry](http://www.gov.uk/land-registry).
- Gweinyddir y teitl hwn gan Gofrestrfa Tir EM Swyddfa Durham

## A: Property register / Cofrestr eiddo

This register describes the land and estate comprised in the title.  
Mae'r gofrestr hon yn disgrifio'r tir a'r ystad a gynhwysir yn y teitl.

### CARDIFF/CAERDYDD

- 1 (02.02.1981) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 140 Queen Street, Cardiff (CF10 2GP).
- 2 There are excluded from this registration the mines and minerals excepted by the Conveyance dated 1 December 1980 referred to in the Charges Register.
- 3 (26.06.2002) A new edition of the supplementary plan numbered four has been substituted for the original.



## A: Property register continued / Parhad o'r gofrestr eiddo

- 4 (09.07.2024) A Transfer of the land in this title dated 1 July 2024 made between (1) Knox & Wells Holdings Limited and (2) QS Cardiff Properties Limited contains a provision relating to the creation and/or passing of easements.

*NOTE: Copy filed.*

## B: Proprietorship register / Cofrestr perchnogaeth

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Mae'r gofrestr hon yn nodi'r math o deitl ac yn enwi'r perchennog. Mae'n cynnwys unrhyw gofnodion sy'n effeithio ar yr hawl i waredu.

## Title absolute / Teitl llwyr

- 1 (09.07.2024) PROPRIETOR: QS CARDIFF PROPERTIES LIMITED (Co. Regn. No. 15769357) of Creswell House, Field Way, Heath, Cardiff CF14 4UH.
- 2 (09.07.2024) The value stated as at 9 July 2024 for the land in this title and in title CYM81890 was £1,300,001.

## C: Charges register / Cofrestr arwystlon

This register contains any charges and other matters that affect the land.

Mae'r gofrestr hon yn cynnwys unrhyw arwystlon a materion eraill sy'n effeithio ar y tir.

- 1 A Conveyance of the land in this title dated 1 December 1980 made between (1) The British Railways Board and (2) A. A. Pensions Trustees Limited contains restrictive covenants.
- NOTE: Original filed.*
- 2 The land is subject to the rights granted by the Conveyance dated 1 December 1980 referred to above.
- 3 (08.01.2002) The parts of the land affected thereby are subject to the Leases set out in the schedule of Leases hereto and to such rights of passage and running of water, soil, gas, electricity, telegraphic and other services, support, shelter entry and user of communal areas, accessways and facilities, temporary parking spaces and the gym and other rights as are granted by those Leases. In addition, certain Leases grant the exclusive right to use the specified car parking spaces as more particularly described in the Schedule of Leases.
- 4 (08.01.2002) The parts of the land affected thereby are subject to the Leases set out in the Schedule of Leases hereto and to such rights of passage and running of water, soil, gas, electricity, telegraphic and other services, support, shelter entry and user of communal areas, accessways and facilities, temporary parking spaces and the gym and other rights as are granted by those Leases. In addition, certain Leases grant the exclusive right to use the specified car parking spaces as more particularly described in the Schedule of Leases.

*NOTE: Each lease is referenced by edging and numbering in blue on the supplementary plans 1, 2 and 3 in respect of the flats and edging and*

## C: Charges register continued / Parhad o'r gofrestr arwystlon

numbering in blue on the supplementary plans 4 and 5 in respect of the exclusive use of the parking spaces unless otherwise stated in the schedule of leases.

### Schedule of notices of leases / Atodlen prydlesai a nodwyd

|   | Registration date<br>and plan ref.                                                                                                      | Property description                                             | Date of lease<br>and term                  | Lessee's title       |
|---|-----------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|--------------------------------------------|----------------------|
|   | Dyddiad cofrestru<br>a chyf. cynllun                                                                                                    | Disgrifiad eiddo                                                 | Dyddiad a hyd<br>y brydles                 | Teitl y<br>Prydlesai |
| 1 | 30.07.2003<br>155 (part of)<br>156 (part of),<br>201 (part of)<br>and Tinted<br>Pink                                                    | Common Parts and Grounds,<br>The Aspect, Cardiff.                | 10.07.2003<br>125 years from<br>29.9.2001  | CYM136775            |
|   | NOTE: The Lease dated 10.07.2003 referred to above has been determined as to the first floor of the land edged yellow on the title plan |                                                                  |                                            |                      |
| 2 | 25.02.2004<br>155 (part of)<br>156 (part of),<br>201 (part of)                                                                          | The Aspect, Fanum House,<br>140 Queen Street, Cardiff.           | 09.01.2004<br>1000 years<br>from 29.9.2001 | CYM167881            |
| 3 | 12.10.2009<br>202                                                                                                                       | Electricity Sub-Station                                          | 28.02.1995<br>21 years from<br>03.05.1995  | CYM425493            |
| 4 | 03.02.2012<br>155 (part of)<br>and 156                                                                                                  | The Aspect, Queen Street<br>(Ground and First Floor<br>Premises) | 08.07.2002<br>999 years from<br>29/09/2011 | CYM81890             |
| 5 | 26.10.2015<br>Edged and<br>numbered 205<br>in blue                                                                                      | Unit 1, 140 The Aspect,<br>Queen Street (first floor)            | 02.10.2015<br>10 years from<br>2.10.2015   | CYM663412            |
|   | NOTE: The lease comprises also other land                                                                                               |                                                                  |                                            |                      |

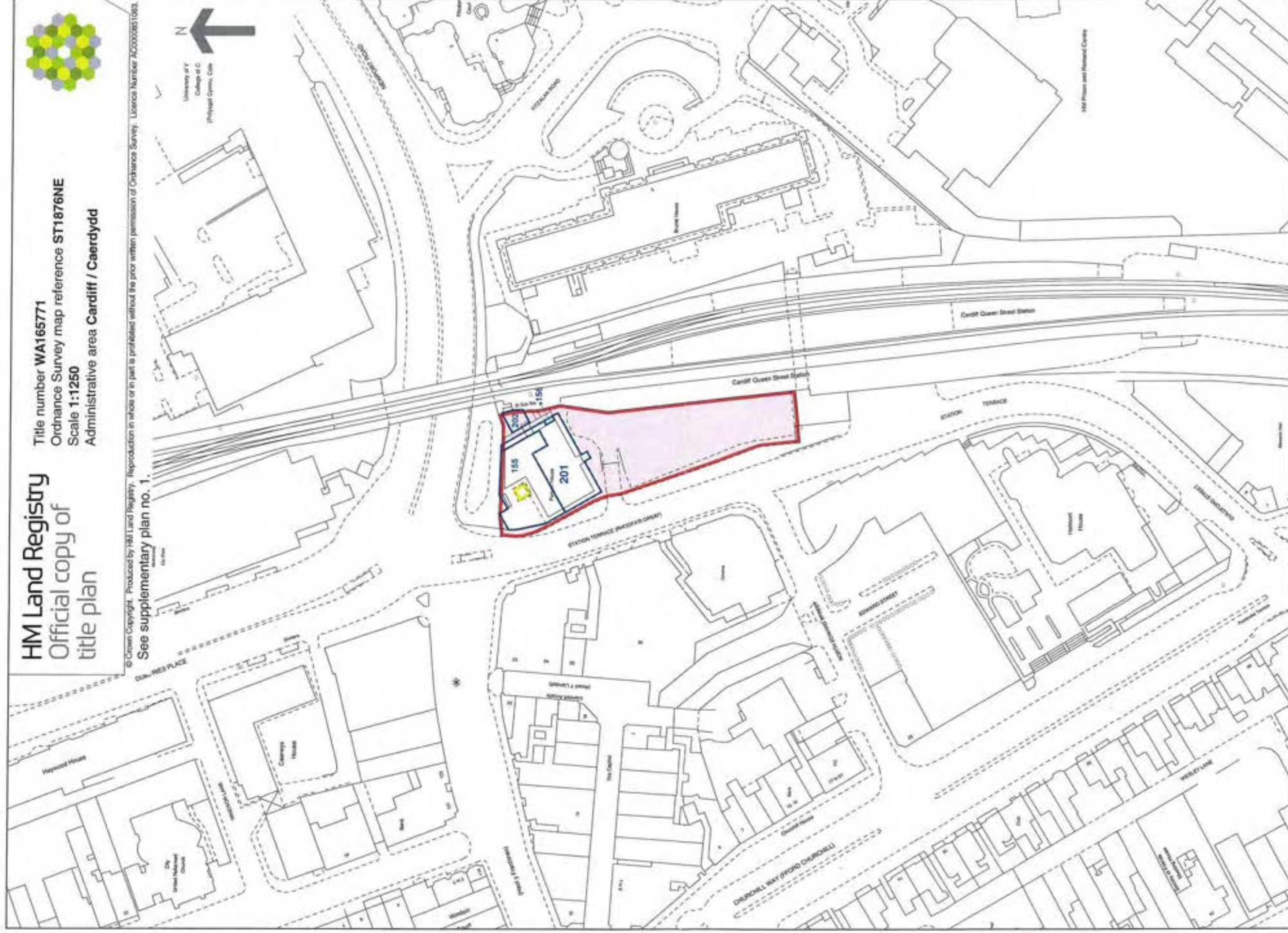
End of register / Diwedd y gofrestr



HM Land Registry  
Official copy of  
title plan

Title number **WA165771**  
Ordnance Survey map reference **ST1876NE**  
Scale **1:1250**  
Administrative area **Cardiff / Caerdydd**

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See supplementary plan no. 1.



This official copy issued on 19 November 2025 shows the state of this title plan on 19 November 2025 at 15:03:46.

It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).  
This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

This title is dealt with by HM Land Registry, Durham Office.

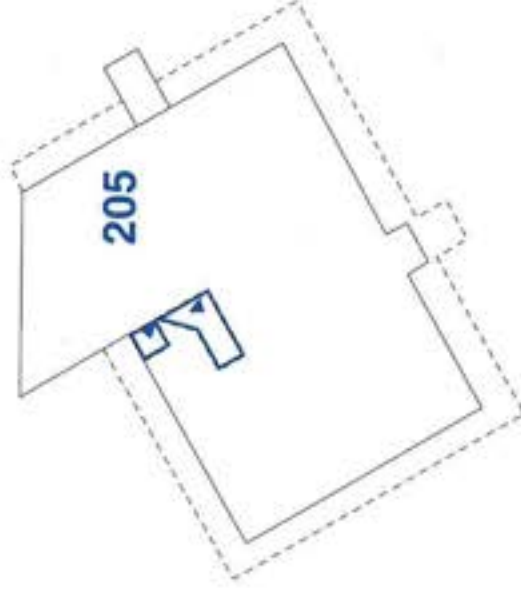
2306015005

HM Land Registry  
Supplementary  
plan

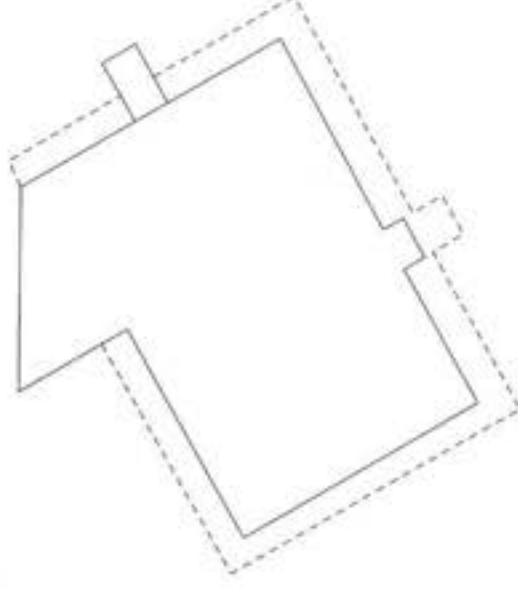
Title number **WA165771**  
Ordnance Survey map reference **ST1876NE**  
Scale **1:500** enlarged from 1:1250  
Administrative area **Cardiff / Caerdydd**



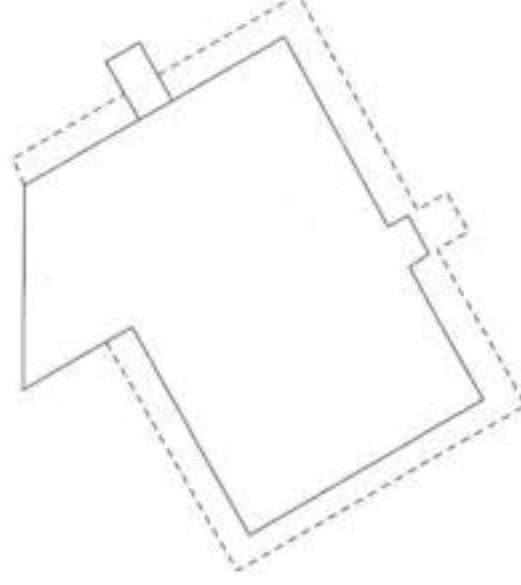
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Supplementary plan no. 1.



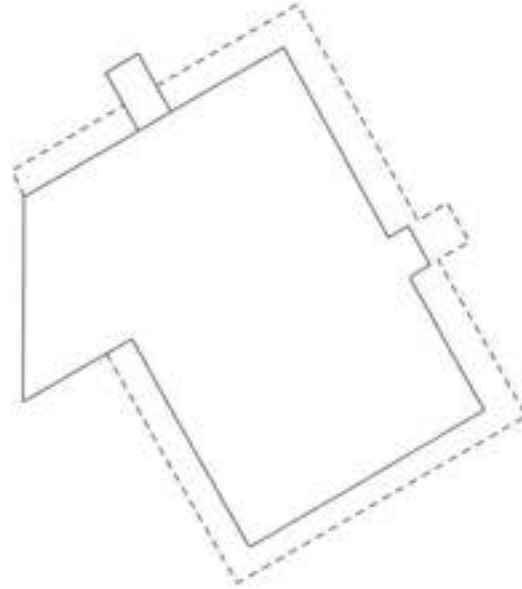
First Floor



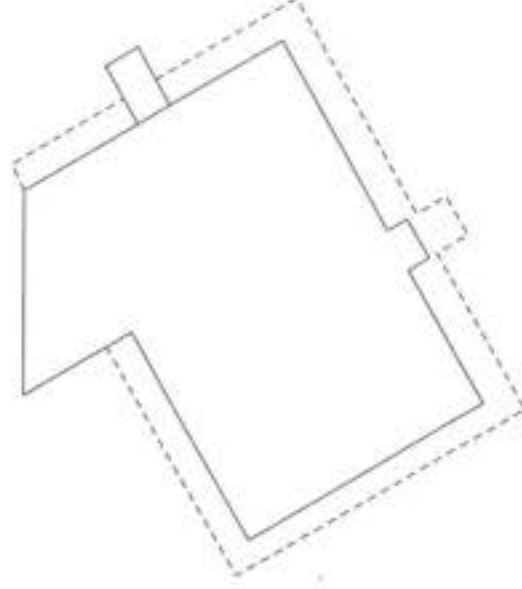
Second Floor



Third Floor



Fourth Floor



Fifth Floor



This plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

**These are the notes referred to on the following official copy**

Title Number WA165771

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

DATED

9 January

2003<sup>4</sup>

ent

**TAYLOR WOODROW HOLDINGS LIMITED (1)**

**PEVEREL FREEHOLDS LIMITED (2)**

## **LEASE**

Fanum House  
Queen Street  
Cardiff

We hereby certify this to  
be a true copy of the  
original

WS

Winckworth Sherwood

Davies and Partners  
135 Aztec West  
Almondsbury  
Bristol  
BS32 4UB  
(LEE/NK/TAY001-217)

**HM LAND REGISTRY  
LAND REGISTRATION ACTS 1925 TO 1997  
LEASE OF PART**

**COUNTY** : **CARDIFF**  
**DISTRICT** :  
**TITLE NUMBER** : **WA165771**  
**PROPERTY** : **FANUM HOUSE, QUEEN STREET, CARDIFF**

**THIS LEASE** is made the 9 day of January 2008  
**BETWEEN (1) TAYLOR WOODROW HOLDINGS LIMITED** (registration number 00401589) of 2 Princes Way Solihull West Midlands B91 3ES ("the Lessor") and  
**(2) PEVEREL FREEHOLDS LIMITED** (registration number 3018173) of Queensway House 11 Queensway New Milton Hampshire BH25 5NR ("the Lessee")

■

**WHEREAS**

- (1) The Lessor is registered under Title Number WA165771 as proprietor with Absolute Freehold Title of the land at 140 Queen Street Cardiff which comprises the land shown edged red on the plan attached to this Lease ("the Plan") upon which the Lessor has erected leasehold apartments known for development purposes (but not for postal purposes) as 140 Queen Street Cardiff
- (2) The Lessor has granted leases of the leasehold apartments constructed on the Estate in a form previously agreed with the Lessee and hereinafter referred to as "the Standard Form of Lease" for a term of 999 years commencing on 29 September 2001
- (3) The Lessor has granted or intends to grant a lease of the Commercial Area constructed on the Estate in a form previously agreed with the Lessee and hereinafter known as "the Commercial Lease" for a term of 999 years commencing on 29 September 2001
- (4) The Lessor has granted (or intends to grant) a lease of the Common Parts and the Grounds of the Estate in a form previously agreed with the Lessee and

hereinafter referred to as the "Common Parts and Grounds Lease" for a term of 125 years from 29 September 2001

**NOW THIS DEED WITNESSETH** as follows:

1. **IN THIS DEED** unless the context otherwise requires:
  - 1.1 "the Building" and the "Service Installations" all have the same meanings as in the Standard Form of Lease
  - 1.2 "the Apartments" mean the leasehold apartments comprised in the Development being parts of the Building which have been demised to individual lessees as more particularly defined in the Standard Form of Lease for residential purposes
  - 1.3 "the Common Parts and the Grounds" means the premises more particularly described in the Common Parts and Grounds Lease
  - 1.4 "the Estate means the land and premises shown edged red on the Plan and known as 140 Queen Street Cardiff
  - 1.5 "the Lessor" means the person from time to time being entitled to the reversion immediately expectant upon the term hereby granted
  - 1.6 "the Commercial Area" means that part of the Development on the Ground Floor and First Floor of the Building more particularly described in the Commercial Lease which has been demised for commercial purposes
  - 1.7 "the Demised Premises" means the whole of the Estate excluding the Commercial Area and the Common Parts and the Grounds
  - 1.8 "the Lessee" means the person firm or company entitled to the term hereby granted
  - 1.9 "the Premium" means the sum of **ONE HUNDRED AND SEVENTY FOUR THOUSAND SIX HUNDRED POUNDS (£174,600.00)**
  - 1.10 "the Rent" means a peppercorn per annum (if demanded) plus Value Added Tax
  - 1.11 "the Term" means the term of 1000 years from 29 September 2001

## 2. **INTERPRETATION**

- 2.1 Words importing one gender shall be construed as importing any other gender and words importing the singular shall be construed as importing the plural and vice versa
- 2.2 Persons include companies and all other legal entities
- 2.3 References to clauses schedules and paragraphs are to clauses schedules and paragraphs in this Lease and all headings do not form part of this Lease and shall not be taken into account in its construction or interpretation
- 2.4 Any reference to any specific statute or statutory provision includes references to any statutory modification extension or re-enactment of such statute or statutory provision and to any byelaws orders regulations or other subordinate legislation made under such statute or statutory provision from time to time
- 2.5 Any covenant by the Lessee not to do any act matter or thing shall be construed as including a covenant by the Lessee that such act matter or thing shall not be done
- 2.6 Where any party to this Lease comprises more than one person then the obligations and liabilities of that party under this Lease shall be joint and several obligations and liabilities of those persons

## 3. **DEMISE**

In consideration of the Premium now paid to the Lessor (the receipt of which the Lessor acknowledges) and of the Rent and the covenants by the Lessee hereinafter contained the Lessor **HEREBY DEMISES** with full title guarantee unto the Lessee

**ALL THOSE** the Demised Premises together with the rights set out in the First Schedule but Except and Reserving to the Lessor in common with the tenants of the Apartments the tenant of the Commercial Area the tenant of the Common Parts and the Grounds (and all others so entitled) the rights set out in the Second

Schedule subject to and with the benefit of the Standard form of Lease of the Apartments

#### **4. THE LESSEE'S COVENANTS**

The Lessee covenants with the Lessor as follows:

- 4.1 to pay the Rent hereby reserved at the times and in the manner aforesaid
- 4.2 to pay or otherwise effectually indemnify the Lessor against all rates taxes assessments charges impositions and outgoings which may at any time during the Term be assessed charged or imposed upon the Demised Premises or the owner or occupier in respect thereof
- 4.3 at all times during the Term to perform and fulfil all the obligations of the Lessor under the Standard form of Lease and to indemnify the Lessor in respect of any breach thereof or attempted enforcement of such obligations
- 4.4 during the term to enforce the performance and observance of the obligations and covenants of the tenants under the Standard form of Lease
- 4.5 to let the Lessor or its agent(s) enter upon the Demised Premises or any part thereof at any reasonable time on notice for the purposes of examining the state of repair and condition thereof and taking an inventory of the Lessor's fixtures and fittings therein
- 4.6 within six months after being called upon by the Lessor by notice in writing so do to remedy any breach of any of the covenants by the Lessee hereinbefore contained concerning the repair maintenance and decoration of the Demised Premises (including in particular the obligation imposed on the Lessee under clause 4.3 of this Lease)
- 4.7 in the event of the failure by the Lessee to perform the covenants contained in the immediately preceding clause to permit the Lessor with workmen and others to enter upon the Demised Premises and at the expense of the Lessee to carry out the work which the Lessee has failed

- to do or caused to be done and to repay the reasonable costs thereof to the Lessor on demand
- 4.8 not to use or permit the use of any parking space(s) included within the Demised Premises otherwise than for parking of private motor vehicles and private motor cycles
- 4.9 carefully to retain and preserve at all times and on demand to produce to the Lessor all notices relating to the devolution of title and the grant of assignments given by the lessees under the leases of the Standard form of Lease
- 4.10 not without the written consent of the Lessor (such consent not to be unreasonably withheld) to make any alterations or additions to the Building or any part thereof or cause or permit any damage to be done to the structure thereof
- 4.11 not to assign any part (as distinct from the whole) of the Demised Premises
- 4.12 not to assign the whole of the Demises Premises or underlet or part with possession of the whole or any part thereof without the consent in writing of the Lessor
- 4.13 to pay all costs charges and expenses (including solicitor's costs and surveyor's fees together with any Value Added or other tax applicable thereon) incurred by the Lessor for the purpose of or incidental to the preparation and service of a notice under Section 146 of the Law of Property Act 1925 notwithstanding forfeiture may be avoided otherwise by relief granted by the Court
- 4.14 at the expiration of or at the determination of the Term quietly to yield up the Demised Premises to the Lessor in such repair and condition as the same should be in accordance with the due performance by the Lessee of the covenants on the part of the Lessee hereinbefore contained
- 4.15 to comply with all statutes and statutory requirements and the requirements of any competent body or authority relating to the Demised

Premises or their use and to obtain renew and continue any required licence or registration

- 4.16 immediately to copy to the Lessor every notice served on the Lessee which may affect the Lessor's reversion and to join in any reasonable action proposed by the Lessor as a result
- 4.17 the Lessee shall give written notice to the Lessor immediately on becoming aware of any defect or want of repair in the Building (including but without limitation any relevant defect within the meaning of Section 4 of the Defective Premises Act 1972) which the Lessor is liable to repair under this Lease or which Lessor is or may be liable to repair under common law or by virtue of any statutory obligation
- 4.18 the Lessee shall pay to the Lessor within fourteen days of demand and indemnify the Lessor against all proper and reasonable costs and liabilities incurred by the Lessor as a result of or in connection with:
  - 4.18.1 any breach by the Lessee of any of its covenants or obligations in this Lease and/or the enforcement of those covenants and obligations by the Lessor
  - 4.18.2 any application for approval under this Lease unless it is unlawfully refused or is granted subject to unlawful conditions
  - 4.18.3 any liability of the Lessor in respect of the Demised Premises which arise at common law or by virtue of any statutory obligations

## **5. TITLE MATTERS**

To observe and perform the matters appearing on HM Land Registry Title No. WA165771 and to fully indemnify the Lessor against the consequences of any breach or alleged breach of such matters

## **6. THE LESSOR HEREBY COVENANTS WITH THE LESSEE:**

- 6.1 that the Lessor will at all times during the term allow the Lessee (so long as the Lessee shall pay the rent hereby reserved and perform the covenants on the part of the Lessee herein contained) to have quiet

enjoyment of the Demised Premises without interruption by the Lessor or any persons claiming under or in trust for it)

- 6.2 if the Rent hereby reserved or any part thereof shall be in arrears 21 days after becoming due (whether formally demanded or not) or if the Lessee shall fail to observe or perform any covenant on its part herein contained then in such event and subject to the provisions of clause 4.6 of this Lease the Lessor may determine this Lease and re-enter upon the Demised Premises without prejudice to the rights of the Lessor in respect of any antecedent breach or covenant by the Lessor

## **7. CERTIFICATE OF VALUE**

It is hereby certified that the transaction hereby effected does not form part of a larger transaction or series of transactions in respect of which the amount or value or aggregate amount or value of the consideration exceeds **TWO HUNDRED AND FIFTY THOUSAND POUNDS (£250,000.00)**

### **THE FIRST SCHEDULE**

**(Rights granted to the Lessee for the benefit of the Demised Premises  
each and every part thereof)**

1. The free passage and running of water soil gas electricity telephone and other services through and along and into the Service Installations now or hereinafter in on under the Commercial Area and the Common Part and Grounds together with all easements rights and privileges necessary and proper for inspecting cleaning repainting and reinstating the same PROVIDED THAT in the exercise of these rights the Lessee shall procure that all persons entering the Common Parts and Grounds and/or the Commercial Area shall
  - 1.1 cause as little damage and convenience as reasonably possible
  - 1.2 make good any damage caused to the Commercial Area and/or Common Parts and Grounds as soon as reasonably practicable to the reasonable satisfaction of the Lessor and the Lessees thereof

2. Of lateral and subjacent support and protection for the Demised Premises from the Common Parts and Grounds and the Commercial Area
3. Full rights in common with all others so entitled to pass and repass over Estate Roads and footpaths serving the Development
4. All rights granted to the lessees of the Apartments in the Standard Form of Lease over and affecting the Common Parts and the Grounds

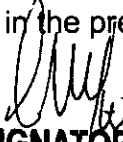
## **THE SECOND SCHEDULE**

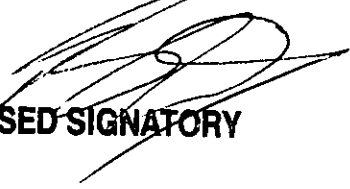
**(Rights Reserved to the Lessor and its lessees for the benefit of each of the Commercial Area and the Common Parts and Grounds now or hereafter erected)**

1. Of the passage and running of water soil gas electricity telephone and other services (in common as aforesaid) from and to the Commercial Area and the Common Parts and Grounds through and from the Service Installations now in or under the Demised Premises
2. Of access and entry upon the Demised Premises as may be necessary for the repair decoration maintenance or inspection of any of the Commercial Area and the Common Parts and Grounds **PROVIDED THAT** in the exercise of these rights the Lessor shall procure that all persons entering the Common Parts and Grounds shall:
  - 2.1 cause as little damage and inconvenience as reasonably possible
  - 2.2 make good any damage caused to the Commercial Area and/or the Common Parts and Grounds as soon as reasonably practicable to the reasonable satisfaction of the Lessor and the Lessees thereof
3. Of support and shelter for each of the Commercial Area and the Common Parts and the Grounds over and affecting the Demised Premises
4. All rights granted to the lessees and occupiers of the Commercial Area and the Common Parts and the Grounds over and affecting the Demised Premises contained in the Standard Form of Lease and the Common Parts and Grounds Lease (as appropriate)

IN WITNESS whereof the parties hereto have hereunto set their respective  
Common Seals the day and year first before written

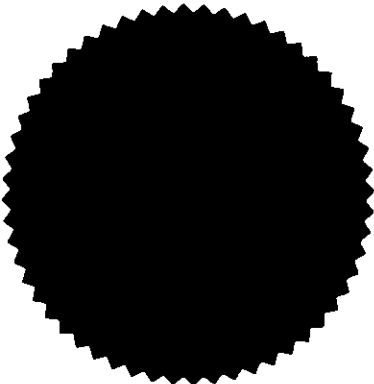
THE COMMON SEAL of TAYLOR  
WOODROW HOLDINGS LIMITED  
Was hereunto affixed in the presence of

  
**AUTHORISED SIGNATORY**

  
**AUTHORISED SIGNATORY**

)  
)  
)  
~~Director~~

~~Secretary~~



**IR**

TITLE NUMBER  
**WA165771**

**CARDIFF / CAERDYDD**



ORDNANCE SURVEY MAP REFERENCE

STATION

SCALE 1:1250

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NOTE: SEE SUPPLEMENTARY PLANS NO 1 TO 9



**AUTHORISED SIGNATORY**

**AUTHORISED SIGNATORY**



This title plan shows the general position of the boundaries: it does not show the exact line of the boundaries. Measurements taken from this plan may not match measurements taken from the same points on the ground. For more information see Land Registry Explanatory Leaflet 24.  
This office copy shows the state of the title plan on 23 September 2003 at 10:19:30. It may be subject to alterations in scale.  
Under s.1(3) of the Land Registration Act 1925, this copy is admissible in evidence to the same extent as the original issued on 23 September 2003.  
This title is dealt with by the District Land Registry for Wales.



001 240

**These are the notes referred to on the following official copy**

Title Number CYM82544

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

DATED 28th June 2002

BRYANT HOLDINGS LIMITED

Cx 48-7.

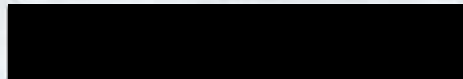
- and -

PEVEREL O M LIMITED

- to -

EDWIN JOSEPH MARSH

- and -



---

**LEASE**

---

We certify that this is a true copy  
of the original.

Relating to:-

Plot 102 The Aspect  
140 Queen Street Cardiff

J Phillips 07/08/2024  
Jacklyn Dawson  
Equity Chambers, John Frost Square  
Newport, Gwent

HM LAND REGISTRY  
LAND REGISTRATION ACTS 1925 TO 1997  
LEASE OF PART

ADMINISTRATIVE AREA

Cardiff

TITLE NUMBER

WA165771

PROPERTY

5 JUL 2002

BRISTOL

31

GROUP 1

Plot No 102

The Aspect 140 Queen Street Cardiff

Number 102 140 Queen Street Cardiff

Cardiff CF10 2GP

PARTICULARS

Date of Lease

28th June 2002

The Lessor

**BRYANT HOLDINGS LIMITED** of Popes  
Manor Murrell Hill Lane Binfield Bracknell  
Berkshire RG42 4DA

The Manager

**PEVEREL OM LIMITED** (Company  
registration number 2061041) of Queensway  
House 11 Queensway New Milton Hampshire  
BH25 5NR

The Lessee

**EDWIN JOSEPH MARSH** and [REDACTED]

The Development

The land described in the First Schedule known  
for development purposes as The Aspect  
140 Queen Street Cardiff

The Demised Premises

The tenth floor Dwelling known as Plot Number  
102 more particularly described in the Third  
Schedule

The Parking Space

The parking space shown edged red on Plan  
No 1 and numbered 17

The Rent

£150.00 per annum (subject to review)

The Term

999 years from the Commencement Date

The Commencement Date

29th September 2001

The Premium

ONE HUNDRED AND EIGHTY-SEVEN  
THOUSAND FIVE HUNDRED POUNDS  
(£187,500.00)

|                    |                                                     |
|--------------------|-----------------------------------------------------|
| The Declared Value | TWO HUNDRED AND FIFTY THOUSAND POUNDS (£250,000.00) |
| Part A Proportion  | 1.03% (Block Costs)                                 |
| Part B Proportion  | 0.99% (Parking Costs)                               |
| Part C Proportion  | 0.99% (Cold Water Costs)                            |

SAVE THAT any of the said Proportions may be subject to variation from time to time in accordance with the provisions of clause 7.11 hereto

**THIS LEASE** is made BETWEEN (1) the Lessor (2) the Manager and (3) the Lessee

**WHEREAS:**

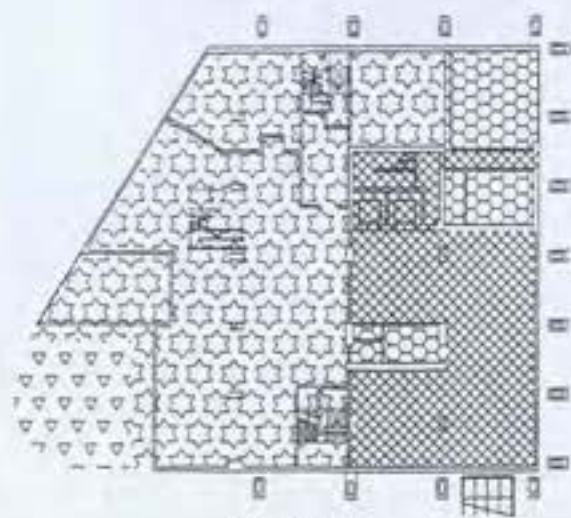
- (1) The Lessor has previously granted leases of or intends hereafter to grant leases of the residential properties forming part of the Development as hereinafter defined each as separate and distinct properties and the Lessor has in every such lease aforesaid imposed and intends in every future lease to impose the obligations set out in the Eighth Schedule to the intent that the lessee for the time being of any one of the Properties may enforce the observance by the lessee of any other of the Properties of the covenants in the form set out in Part II of the Eighth Schedule
- (2) The Lessor has agreed to grant to the Lessee a Lease of the Demised Premises for the Premium at the Rent and on the terms and conditions hereinafter appearing and the Manager has agreed to join in this Lease in the manner hereinafter appearing
- (3) The Manager is to undertake responsibility for the supply of services to the Development (but by the Lessor initially) for which the Lessee will pay the Lessee's Proportion of the Maintenance Expenses
- (4) The Lessor is to grant and the Manager has agreed to take a lease of all the external and internal common parts of the Development such lease to be completed following the sale and purchase of the last Dwelling by the Lessor

**NOW THIS DEED WITNESSETH** as follows:

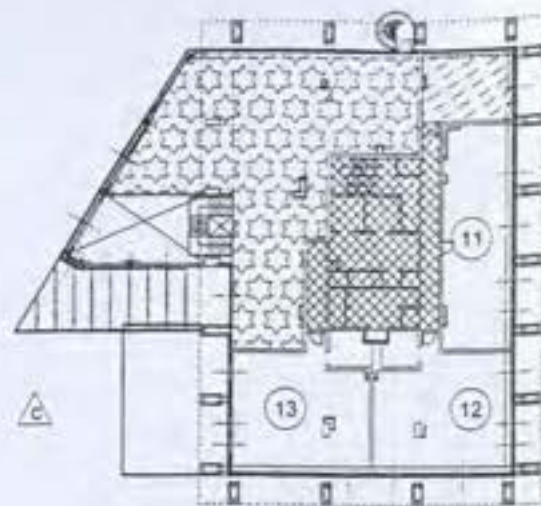
1. In this Deed unless the context otherwise requires:

"the Accessways" means the footpaths common car parking (if any) access areas and private roads forming part of the Development and any footpaths car parking access areas and private roads substituted therefore

"the Block" means the Building edged blue on Plan No 1



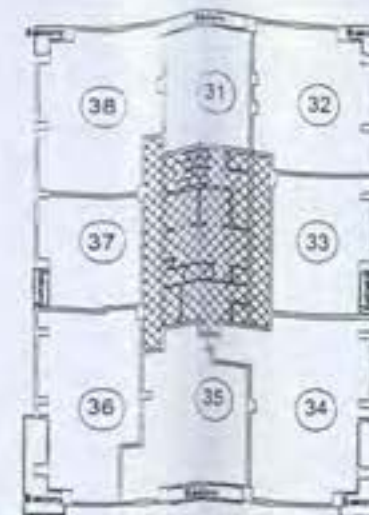
Grd Floor Plan



1st Floor Plan



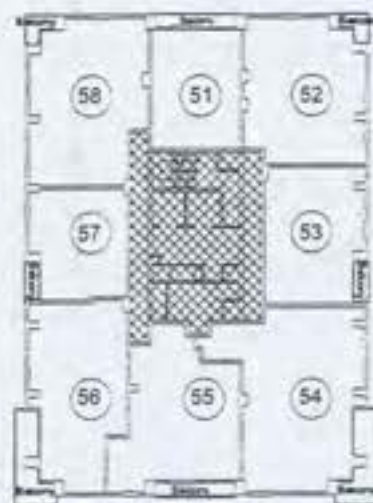
2nd Floor Plan



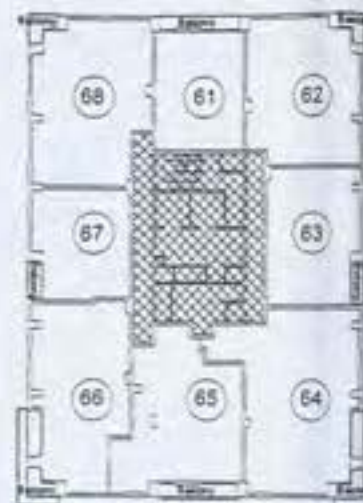
3rd Floor Plan



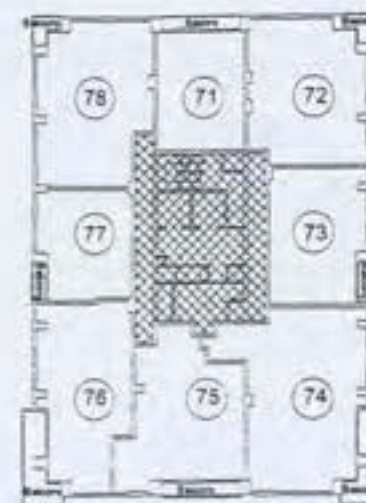
4th Floor Plan



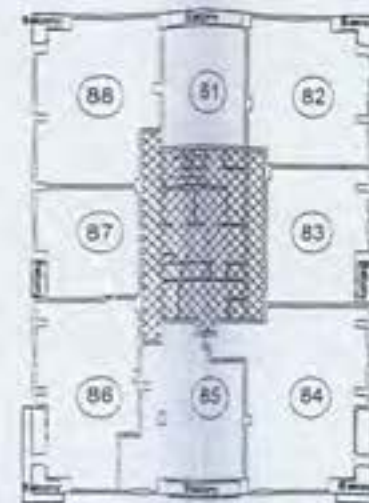
5th Floor Plan



6th Floor Plan



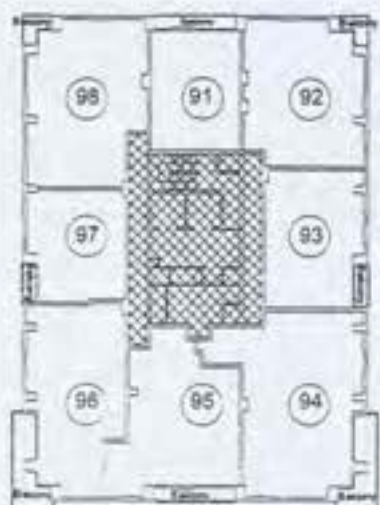
7th Floor Plan



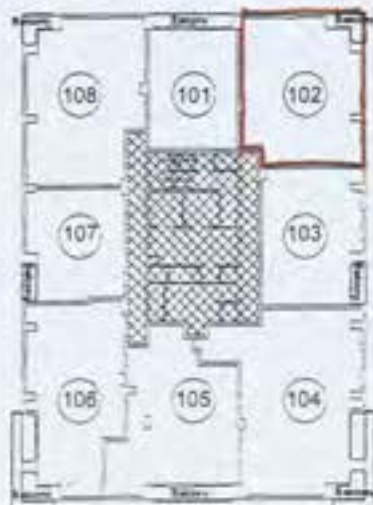
8th Floor Plan



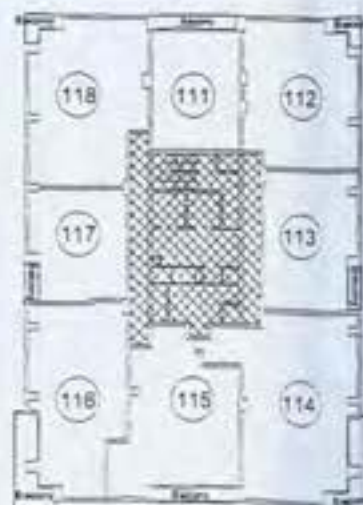
14th Floor Plan  
Duplex Apartments



9th Floor Plan



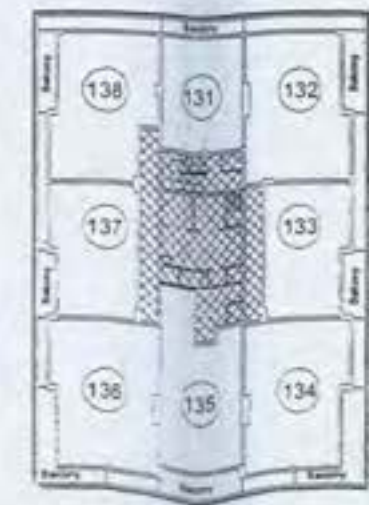
10th Floor Plan



11th Floor Plan



12th Floor Plan



13th Floor Plan  
Duplex Apartments

LAYOUT OF APARTMENTS  
Scale 1:500

KEY

COMMUNAL  
AREAS

MANAGEMENT  
DEWSE

RETAIL

OUTSIDE AREA  
DESIGNATED TO  
RETAIL

GYMNASIUM



Contractors are not to scale dimensions from this drawing

| Revision                     | Date     | By   |
|------------------------------|----------|------|
| Issued for Information       | 15/01/01 | Kang |
| A AMENDED LAYOUT             | 24/01/01 | Kang |
| B Issued at scale 1:500      | 01/03/01 | Kang |
| C First floor layout updated | 06/06/01 | Kang |
| D Flat 135 updated           | 10/10/01 | PSA  |

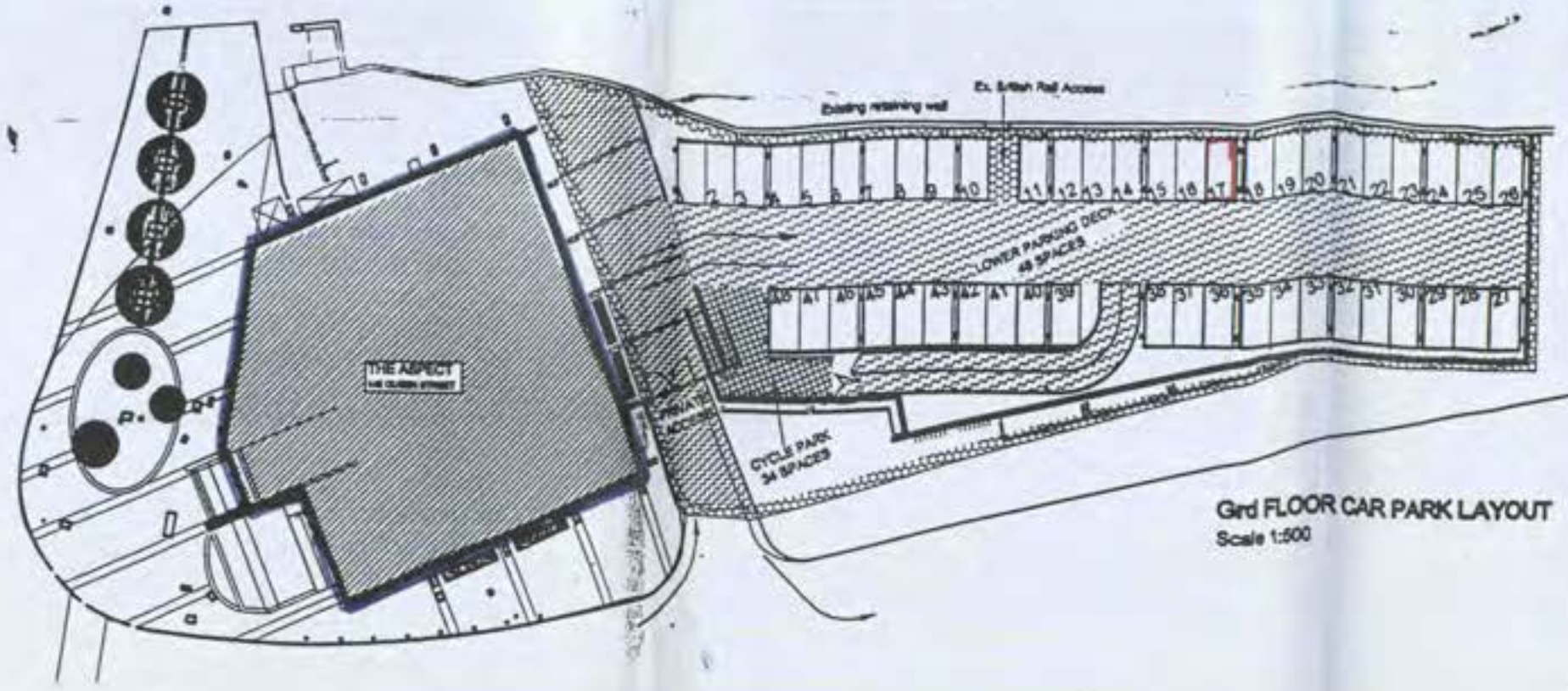
Client  
**Taywood Homes**  
The Aspect, Cardiff  
Conveyance Plan

**PLAN 1**

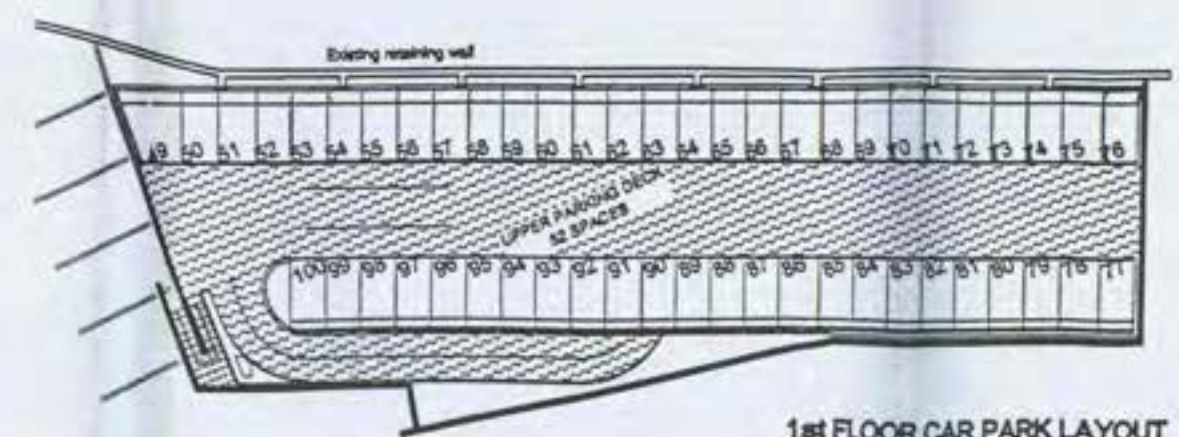
| Information           | Date     | By   |
|-----------------------|----------|------|
| Scale 1:500           | 15/01/01 | Kang |
| Ref Number 08586      | 01/03/01 | Kang |
| Project Number (03)40 | 0        |      |

**Kalyan**  
Architects & Designers  
The Tower Building  
11 York Road, London SE1 1NS  
T: 020 7255 1234  
F: 020 7255 1234  
E: info@kalyan.co.uk

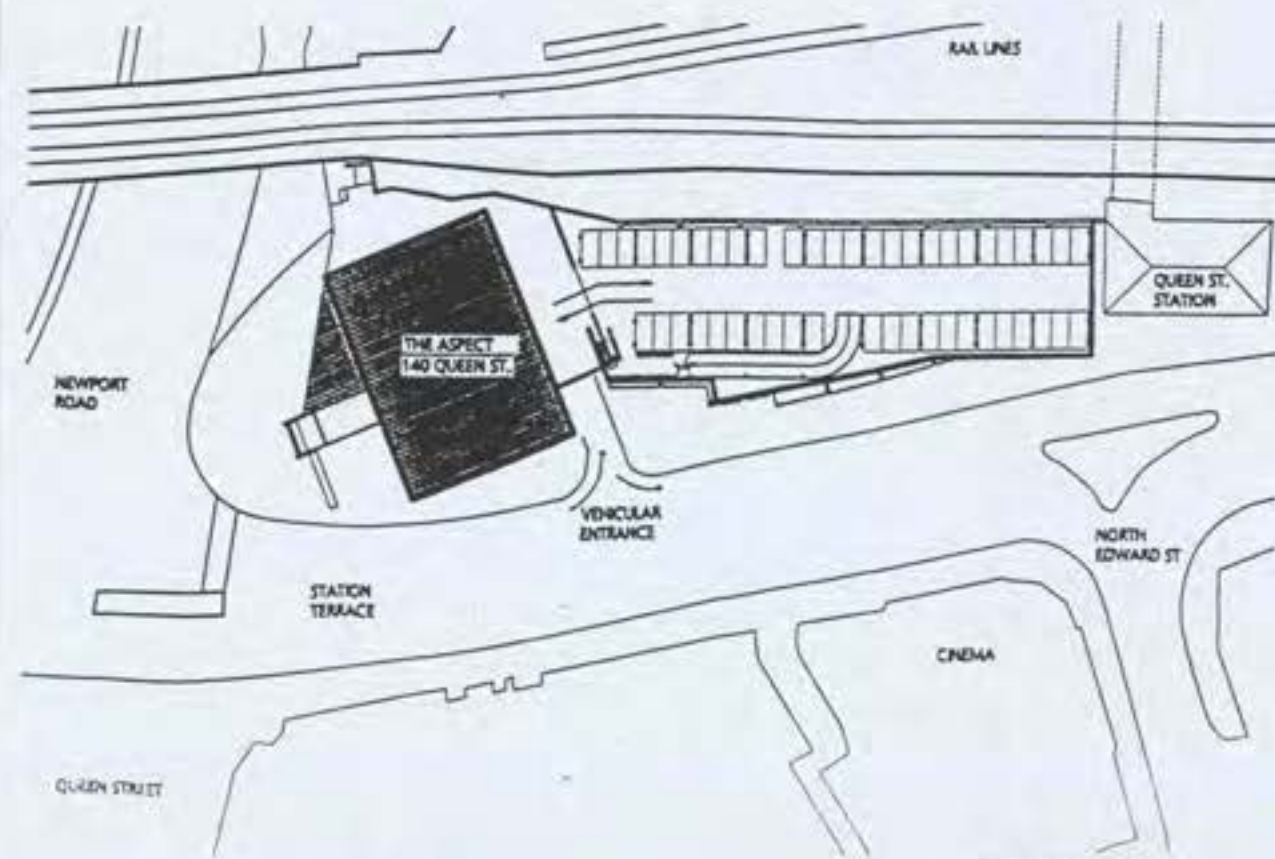
The drawing  
 for information 1.01/01 K.  
 A AMENDED LAYOUT 34/01/01 K.  
 B Correction to Man. Details 34/01/01 K.  
 C Issued at scale 1:500 01/03/01 K.



Grd FLOOR CAR PARK LAYOUT  
Scale 1:500



1st FLOOR CAR PARK LAYOUT  
Scale 1:500



SITE CONTEXT  
Scale 1:1000



**Broadway Malvern**  
 Architects & Designers  
 The Town Building  
 11 Park Road, London SE1 7NR  
 Tel: 020 7941 1300  
 Fax: 020 7941 1305  
 E: London@broadwaymalvern.com

Client  
**Taywood Homes**  
 Project  
**The Aspect, Cardiff**  
 Document  
**Conveyance Plan**  
**Car Park Layout**

*Plan 2*

Information  
 Date 1.3.01  
 Drawn by K. King  
 Checked by J. King  
 Project No. 08536  
 Drawing No. 03/01  
 Scale 1:500  
 Date 12.01.01  
 Author C

|                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| "the Building(s)"          | means the Building(s) comprising several flats and all structural parts thereof including the roofs gutters rainwater pipes foundations floors all walls bounding individual Dwellings therein and all external parts of the Buildings and all Service Installations not used solely for the purpose of an individual Dwelling and the expression "Building" has a corresponding meaning                                                                                                                                                                                                                                                                                                                    |
| "the Communal Areas"       | means all gardens and grounds forming part of the Maintained Property                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| "the Dwellings"            | means the Properties and the Demised Premises forming the Building(s) or the Block (as the context permits) and a Dwelling means any one of them                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| "Estate Regulations"       | means any reasonable regulations made by the Manager from time to time for the proper management and use of the Development                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| "the First Value of Block" | means the total of the open market value selling prices achieved by the Lessor of all the Dwellings in the Block and the certificate of the Secretary of the Manager as to the amount of such selling prices shall be accepted as conclusive as to fact unless manifestly incorrect                                                                                                                                                                                                                                                                                                                                                                                                                         |
| "the Gym"                  | means the gymnasium situate on the first floor of the Building together with (but not exclusively) <ul style="list-style-type: none"> <li>(a) the doors and windows thereof including the glass therein;</li> <li>(b) the interior faces of the ceilings up to the underside of the joist slabs or beams to which the same are affixed;</li> <li>(c) the floors down to the upper side of the joists slabs or beams supporting the same;</li> <li>(d) the inner plaster face wall external structural walls;</li> <li>(e) all internal walls which are not main structural walls and which do not separate the gymnasium from adjoining Properties or the internal common parts of the Building;</li> </ul> |

|                             |                                                                                                                                                                                                                                                                                      |
|-----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                             | (f) the gymnasium's half of any non-structural wall(s) (severed medially) which may separate the gymnasium from any adjoining Properties or from the internal common parts of the Building;                                                                                          |
|                             | (g) all Services Installations exclusively serving the gymnasium                                                                                                                                                                                                                     |
| "the Lessee"                | includes the person for the time being entitled to the Term and where the Lessee is more than one person all covenants and agreements on the part of the Lessee herein contained shall be deemed to have been made jointly and severally by all such persons constituting the Lessee |
| "the Lessee's Proportion"   | means the proportion of the Maintenance Expenses payable by the Lessee in accordance with the provisions of the Seventh Schedule                                                                                                                                                     |
| "the Lessor"                | includes the person for the time being entitled to the reversion immediately expectant upon the Term                                                                                                                                                                                 |
| "the Maintenance Expenses"  | means the moneys actually expended or reserved for periodical expenditure by or on behalf of the Manager or the Lessor at all times during the Term in carrying out the obligations specified in the Sixth Schedule                                                                  |
| "the Maintained Property"   | means those parts of the Development which are more particularly described in the Second Schedule and the maintenance of which is the responsibility of the Manager                                                                                                                  |
| "the Management Lease"      | means a Lease made between (1) the Lessor and (2) the Manager comprising the Maintained Property to be completed following the sale and purchase by the Lessor of the last Dwelling                                                                                                  |
| "the Adoptable Roads"       | means the roads verges and footpaths now or later constructed within the Development which are intended to become public highways (if any)                                                                                                                                           |
| "the Parking Spaces"        | means the car parking spaces shown on Plan No 1                                                                                                                                                                                                                                      |
| "Plan No 1" and "Plan No 2" | means the plans annexed hereto and so numbered                                                                                                                                                                                                                                       |
| "the Properties"            | means the residential flats shown uncoloured on Plan No 2 other than the Demised Premises                                                                                                                                                                                            |
| "the Perpetuity Period"     | means Eighty years from the Commencement Date                                                                                                                                                                                                                                        |

|                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|---------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| "the Review Period"             | shall mean each successive period of twenty one years from the Commencement Date                                                                                                                                                                                                                                                                                                                                                                       |
| "the Review Value of the Block" | means the total of the open market value selling prices achieved by the Lessor of all the flats in the Block which the chartered surveyor referred to in Clause 3.2 hereof considers on each review would be achieved on a vacant possession sale without encumbrances AND such chartered surveyor is to assume that each Dwelling is being sold individually and that its sale is in no way inhibited by the sales of any other Dwelling in the Block |
| "Service Installations"         | means sewers drains channels pipes watercourses gutters mains wires cables conduits aerials tanks pumps and apparatus for the supply of water electricity gas (if any) or telephone or television signals or for the disposal of foul or surface water                                                                                                                                                                                                 |

## **2. INTERPRETATIONS**

- 2.1 Words importing one gender shall be construed as importing any other gender and Words importing the singular shall be construed as importing the plural and vice versa
- 2.2 Persons include companies and all other legal entities
- 2.3 References to clauses schedules and paragraphs are to clauses schedules and paragraphs in this Lease and all headings do not form part of this Lease and shall not be taken into account in its construction or interpretation
- 2.4 Any reference to any specific statute or statutory provision includes references to any statutory modification extension or re-enactment of such statute or statutory provision and to any byelaws orders regulations or other subordinate legislation made under such statute or statutory provision from time to time
- 2.5 Any covenant by the Lessee not to do any act matter or thing shall be construed as including a covenant by the Lessee that such act matter or thing shall not be done
- 2.6 Where any party to this Lease comprises more than one person then the obligations and liabilities of that party under this Lease shall be joint and several obligations and liabilities of those persons

## **3. DEMISE**

IN consideration of the Premium now paid by the Lessee to the Lessor (the receipt whereof is hereby acknowledged) and of the Rent hereinafter reserved and contained THE LESSOR with Full Title Guarantee HEREBY DEMISES AND CONFIRMS unto the Lessee ALL AND SINGULAR the Demised Premises TOGETHER WITH the rights set out in the Fourth Schedule to the exclusion of any implied rights pursuant to Section 62 of the Law of Property

Act 1925 and SUBJECT however to the Lessee's covenants hereinafter contained TO HOLD the same unto the Lessee for the Term calculated from the Commencement Date SUBJECT TO the burden of the covenants or agreements already entered into by the Lessor and the Manager with the lessee or tenant of any of the Properties for the observance of the Estate Regulations and to all rights and easements appertaining to any other property adjoining or forming part of the Development and SUBJECT TO all covenants stipulations and other matters hereinafter contained or referred to in the Charges Register of the title above referred to so far as the same relate to or affect the Demised Premises and SUBJECT ALSO TO the rights set out in the Fifth Schedule (which so far as not already affecting the Lessor's estate in the Demised Premises are hereby excepted and reserved from this demise) YIELDING AND PAYING THEREFOR during the Term the Rent or such greater rent as shall be determined following the review thereof as hereinafter provided and in any event to be paid for the first Twenty-One years thereof by equal half yearly payments in advance on the First day of September and the First day of March in each year the first of such payments being a proportionate payment to be made on the execution hereof

- 3.1 The Rent shall be subject to review on each twenty-first anniversary of the Commencement Date and then shall if appropriate be increased to such sum as is the same percentage of the Review Value of the Block as the Rent is of the First Value of the Block BUT so that such reviewed rent shall never equal or exceed such a sum as would in appropriate circumstances create an inhibition on the premium capable of being charged on an assignment of the Demised Premises in the same manner as set out in Section 127 and Schedule 18 Part II of the Rent Act 1977 as amended by Section 78 of the Housing Act 1980 or any amending or similar legislation in which case the Rent shall be £1.00 less than the sum which would otherwise be charged being £1.00 less than the amount which creates an inhibition on the premium
- 3.2 The amount of Rent for a specific Review Period and each succeeding Review Period shall be specified in a written notice given by the Lessor to the Lessee at any time within twelve months prior to the appropriate Twenty-First anniversary of the Commencement Date PROVIDED THAT if the Lessee serves a counter-notice on the Lessor within three months (time being of the essence) of the service of the said notice disputing such increase in the Rent then the reviewed Rent shall be either as may subsequently be agreed in writing between the Lessor and the Lessee within three months of the date of the said counter-notice or such longer period as shall be agreed between the Lessor and the Lessee or that as shall be determined by a chartered surveyor ("the Surveyor") (acting as an expert and not an arbitrator) who shall be appointed by the President for the time being (or another proper officer) of the Royal Institution of Chartered Surveyors or (if he fails to appoint one within three months of being requested to do so) then by the President for the time being (or another proper officer) of the Law Society on the application by the Lessor made any time after the expiration of the final said three month period (or such further period as may have been agreed between the Lessor and the Lessee)
- 3.3 The Surveyor may be requested to determine all or any of the Rents of the Dwellings in the Block together

- 3.4 The Lessor and Lessee shall pay in equal shares the fees of the Surveyor under this Clause or in the case of the Surveyor being requested to determine the Rent of the Demised Premises and other Properties at the same time then the appropriate proportion of the total of the said fees

AND ALSO paying on demand by way of further or additional rent the Lessees Proportion

#### **4. THE LESSEE'S COVENANTS**

THE LESSEE for the mutual protection of the Lessor and of the Manager and of the lessees of the Properties HEREBY COVENANTS:

- 4.1 With the Lessor to observe and perform the obligations on the part of the Lessee set out in Parts One and Two of the Eighth Schedule and to observe and perform all covenants and stipulations contained or referred to in the Charges Register (if any) of the Title above referred to so far as the same relate to or affect the Demised Premises and to indemnify the Lessor against all actions proceedings costs claims and demands in respect of any breach non-observance or non-performance thereof
- 4.2 With the Manager to observe and perform the obligations on the part of the Lessee set out in Parts One and Two of the Eighth Schedule
- 4.3 With the lessees of the Properties to observe and perform the obligations on the part of the Lessee set out in Part Two of the Eighth Schedule

#### **5. THE LESSOR'S COVENANTS**

The LESSOR relying on the covenants on the part of the Lessee herein contained HEREBY COVENANTS with the Lessee to observe and perform the obligations on the part of the Lessor set out in the Ninth Schedule

#### **6. THE MANAGER'S COVENANTS**

THE MANAGER in consideration of the covenants on the part of the Lessor and the Lessee herein contained HEREBY COVENANTS with the Lessor and as a separate covenant with the Lessee to observe and perform the obligations on the part of the Manager set out in the Tenth Schedule PROVIDED ALWAYS THAT if at any time the Manager shall reasonably consider that it would be in the general interests of the lessees of the Dwellings in the Block or the Development so to do the Manager shall have power to discontinue any of its obligations which in its opinion shall have become impracticable or obsolete PROVIDED THAT in deciding whether or not to discontinue any such matter the Manager shall agree with the views and wishes of the majority of the lessees of the Dwellings in the Block or the Development as the case may be

## 7. AGREEMENTS AND DECLARATIONS

IT IS HEREBY AGREED AND DECLARED as follows:

- 7.1 That if any Rent hereby reserved or any part thereof shall be unpaid for thirty days next after the same shall have become due (whether the same shall have been lawfully demanded or not) or if any covenant by the Lessee or condition herein contained shall not be performed or observed by the Lessee then and in any such case it shall be lawful for the Lessor or any person or persons authorised by it in that behalf or the Manager at any time thereafter to re-enter the Demised Premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the right of action of the Lessor in respect of any antecedent breach or non-observance by the Lessee of the covenants or conditions herein contained PROVIDED ALWAYS that notice of contemplation of re-entry shall first be served on any mortgagee with an interest in the Demised Premises in respect of which details have previously been provided to the Lessor or the Manager and no re-entry shall be effected until the expiry of 28 days after the service of any such notice
- 7.2 That all rights and obligations of the Lessor and the Lessee respectively under this Lease shall be incidental to and devolve with the legal reversion immediately expectant on the Term and with the leasehold interest hereby created and shall accordingly be enjoyed and performed by the persons in whom such reversion and leasehold interest respectively shall for the time being be vested
- 7.3 That nothing herein contained shall be construed as entitling the Lessee to require that all or any of the covenants herein contained shall be imposed upon or enforced in respect of any property adjoining or neighbouring the Development
- 7.4 That the Manager shall have power to make and at any time vary such Estate Regulations as it may think fit for the preservation of the amenities of the Development or for the general convenience of the occupiers of the Dwellings
- 7.5 Section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962) shall apply to any notice demand or instrument authorised to be served hereunder and any notice served by the Lessor shall be sufficiently served if served by any agent of the Lessor
- 7.6 The rights hereby granted and reserved shall only take effect insofar as they are ascertained within the Perpetuity Period
- 7.7 That the Lessee shall not be entitled to any right of access of light or air to the Demised Premises (except those expressly hereby granted) which would restrict or interfere with the free use of the adjoining or neighbouring land of the Lessor for building or any other purpose

- 7.8 If for any reason the repair rebuilding or reinstatement of either the Building or the Demised Premises or the means of access thereto shall be incapable of performance following damage or destruction by any of the insured risks more particularly described in the Sixth Schedule and subject to and provided as mentioned in the Sixth and Tenth Schedules the obligation in the Tenth Schedule shall thereupon be deemed to have been discharged and the Manager shall stand possessed of all monies paid to it under and by virtue of the insurance policy or policies upon trust to pay to the Lessee such proportion of the said monies as is equitable such equitable proportion to be agreed in writing between them or in default of agreement then as shall be determined in accordance with the provisions of Paragraph 3 of the Seventh Schedule
- 7.9 (Where the Lessee is more than one person) the Lessees declare that they shall hold the Demised Premises upon trust to sell the same and to hold the net proceeds of sale and the net income thereof in trust for themselves as [joint tenant]~~[tenants in common]~~ and the Lessee declares that the survivor [can]~~[cannot]~~ give a valid receipt for capital money arising on a disposition of the Demised Premises
- 7.10 If after the elapse of Five (5) years following the sale and purchase of the last Dwelling the obligations of the Manager under the terms and conditions of the plot leases of the Dwellings shall be required by a majority of not less than 75% of the lessees thereof (on the basis of one vote per Dwelling) to be undertaken other than by the Manager or its managing agent then the Manager as soon as shall be reasonably practicable procure that its successor ("the Nominee") shall undertake the management of the Maintained Property and shall transfer to the Nominee the Management Lease firstly for the consideration of One pound (£1.00) and secondly in return for all the reasonable and proper costs and disbursements incurred by the Manager in any such transfer and such transfer shall contain a covenant on the part of the Nominee to perform all the covenants on the part of the Manager herein contained and to indemnify the Manager against all costs actions claims and demands made against the Manager in respect of any breach non-performance or non-observance of such covenants
- 7.11 If at any time (including retrospectively) it should become necessary or equitable to do so the Manager (acting reasonably) shall recalculate on an equitable basis the percentage figure(s) comprised in the Lessee's Proportion appropriate to all the Properties comprising the Development or Building or Block (as the case may be) and shall then notify the lessees accordingly and in such case as from the date specified in the said notice the Lessee's Proportion so recalculated and notified to the Lessee in respect of the Demised Premises shall be substituted for that set out in the Particulars and Paragraph 1 of the Seventh Schedule and the Lessee's Proportion so recalculated in respect of the said Properties shall be notified by the Manager to the lessees thereof and shall be substituted for those set out in their leases
- 7.12 Unless the right of enforcement is expressly provided, it is not intended that a third party should have the right to enforce any terms of this Lease pursuant to the Contracts (Rights of Third Parties) Act 1999 but this does not affect any rights which are available apart from that Act

## **8. RESTRICTION**

THE Lessor and the Lessee hereby apply to the Chief Land Registrar for entry on the Register of the following Restriction on the title to the Demised Premises:

"RESTRICTION - Except under an order of the Registrar no transfer or other dealing of the land in this title (except a charge dated contemporaneously with a transfer) by either the proprietor(s) of the land or any chargee under its power of sale is to be registered unless a certificate is given by either the Solicitor or Secretary of Peverel OM Limited of PO Box No 63 Luton Bedfordshire LU2 9EX or the Solicitor or Secretary of the Landlord that notice of such transfer or other dealing has been given to the said Peverel OM Limited" or Landlord

## **9. CERTIFICATE OF VALUE**

IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or aggregate amount or value of the consideration exceeds the Declared Value

### **THE FIRST SCHEDULE The Development**

ALL THAT piece of land situate at 140 Queen Street Cardiff now or formerly comprised in Title Number WA165771

### **THE SECOND SCHEDULE The Maintained Property**

1. The Maintained Property shall comprise (but not exclusively):
  - 1.1 The Accessways the Parking Spaces the gardens and grounds shown on Plan No 1 bin and gardeners management stores (if any)
  - 1.2 The entrance halls passages lifts landings staircases balconies railings and other parts of the Building(s) which are used in common by the owners or occupiers of any two or more of the Dwellings therein and the glass in the windows and doors of all such common parts together with all decorative parts ancillary thereto
  - 1.3 The structural parts of the Building(s) including the roofs gutters rainwater pipes foundations floors and walls bounding individual Dwellings therein and all external parts of the Building(s)
  - 1.4 all doors and window frames not forming part of the demise of any of the Dwellings
  - 1.5 all Service Installations not used exclusively by any individual Dwelling
  - 1.6 the Gym

2. EXCEPTING AND RESERVING from the Maintained Property:

- 2.1 The glass and window frames and the external doors of the Dwellings SAVE FOR the external decorative parts of the said window frames and doors which (for the avoidance of all doubt) shall form part of the Maintained Property
- 2.2 All interior joinery plaster work tiling and other surfaces of walls the floors down to the upper side of the joists slabs or beams supporting the same and the ceilings up to the underside of the joists slabs or beams to which the same are affixed to the Dwellings
- 2.3 Service Installations exclusively serving individual Dwellings

**THE THIRD SCHEDULE**

The Demised Premises

- 1. ALL THAT the Flat including (if any) the floor surface only of any balcony or terrace or the like co-extensive with the Demised Premises shown edged red on Plan No 2 being part of the Building TOGETHER WITH (for the purpose of obligation as well as grant)
  - 1.1 the doors and windows thereof including the glass therein but not the external decorative surfaces thereof
  - 1.2 the interior faces of the ceilings up to the underside of the joists slabs or beams to which the same are affixed
  - 1.3 the floors down to the upper side of the joists slabs or beams supporting the same
  - 1.4 the inner plaster face of all external or structural walls
  - 1.5 all internal walls which are not main structural walls and which do not separate the flat from adjoining Properties or the internal common parts of the Building
  - 1.6 the Demised Premises half of any non structural wall(s) (severed medially) which may separate the Demised Premises from any adjoining Properties or from the internal common parts of the Building in which the Demised premises are situate
  - 1.7 all Service Installations utilised exclusively by the Demised Premises
- 2. EXCEPTING AND RESERVING from the Demised Premises the main structural parts of the Building in which the Demised Premises are situate including the roof foundations and all the external parts thereof

## THE FOURTH SCHEDULE

### Rights included in the demise

1. The right (in common with the Lessor the Manager and all other persons similarly entitled) to the free passage and running of water soil gas (if any) electricity telegraphic and other services from and to the Demised Premises through and from the Service Installations forming part of the Development
2. The right of support and shelter for the Demised Premises by and from the other parts of the Development and Building
3. The right to the benefit of the covenants entered into or to be entered into by the lessees of the Properties with the Lessor for the observance and performance of the covenants in the form set out in Part Two of the Eighth Schedule
4. Such rights of access to and entry upon the other parts of the Development as are necessary for the proper performance of the Lessee's obligations hereunder or for the repair decoration maintenance or inspection of the Demised Premises the Lessee in exercising such rights causing as little damage as possible and making good any damage caused
5. The right for the Lessee and the tenant or occupiers of the Demised Premises his or their employees and visitors (in common with all other persons having the like right) to go pass and re-pass at all times and for all purposes of access to and egress from the Demised Premises only with or without vehicles (as appropriate) over and along the Adoptable Roads (if any) the Communal Areas and Accessways and over and along the passageways corridors and staircases forming part of the common parts of the Building in which the Demised Premises is situated
6. The right to exclusive use of the Parking Space (if applicable) for the purpose of parking a private motor vehicle not exceeding three tonnes gross laden weight
7. The right in common with all others entitled to a similar right to use (as may have been provided) for the reasonable purpose intended the:
  - 7.1 refuse storage area(s)
  - 7.2 security door entry system and
  - 7.3 the cycle site
  - 7.4 the lifts in the building
8. the right to use in common with all others entitled to a like right on a first come first served basis any parking spaces marked "v" on the plan (if any) for the temporary parking of visitors private motor vehicles not exceeding three tonnes gross laden weight
9. the right to use the Gym in common with all others entitled to a like right

**THE FIFTH SCHEDULE**  
Rights to which the demise is subject

1. The right of support and shelter for the other parts of the Development and Building by and from the Demised Premises
2. Such rights of access to and entry upon the Demised Premises by the Lessor its lessees and tenants and the Manager as are necessary for the proper performance of its or their obligations hereunder or under covenants relating to other parts of the Development for the repair decoration maintenance or inspection of other parts of the Development
3. The right for the Lessor at any time or times hereafter without obtaining the consent of or paying compensation to the Lessee:
  - 3.1 to build or rebuild or alter or permit or suffer to be built or rebuilt or altered any buildings or erections upon the Development (other than the Building of which the Demised Premises forms part) according to such plans and to such height extent or otherwise and in such manner as the Lessor shall think fit notwithstanding that such buildings as so built rebuilt or altered may obstruct any lights windows or other openings in or on the Demised Premises
  - 3.2 to alter the layout of the Accessways and Communal Areas but not so as to prejudice access to the Demised Premises
4. The right (so far as necessary in common with the Lessee) for the Lessor its lessees and tenants and the Manager to the free passage and running of water soil gas (if any) electricity telegraphic and other services from and to those parts of the Development not included in the Demised Premises through and from any appropriate Service Installations within the Demised Premises TOGETHER WITH all easements rights and privileges necessary and proper for inspecting cleaning repairing maintaining and reinstating the same

**THE SIXTH SCHEDULE**  
The Maintenance Expenses

**PART "A"**  
(Block Costs)

1. Keeping the gardens and grounds of the Maintained Property generally in a neat and tidy condition and tending and renewing any lawns flower beds shrubs and trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence (if any) on or relating to the Maintained Property including any benches seats garden ornaments sheds structures or the like
2. Keeping the Accessways in good repair and clean and tidy and clearing snow from the Accessways where necessary Provided That there shall be no liability upon the Lessor or the Manager to carry out snow clearance unless requested by not less than 85 % of the persons entitled to use the Accessways

3. Repairing maintaining inspecting and as necessary reinstating or renewing the Service Installations forming part of the gardens grounds lifts and Accessways of the Maintained Property
4. Inspecting rebuilding repointing renewing redecorating or otherwise treating as necessary and keeping the Maintained Property and every part thereof in good and substantial repair order and condition and renewing and replacing all worn or damaged parts thereof
5. Redecorating the external parts of the Block including all doors door frames windows and window frames and carrying out all remedial work to the structure of the Block so often as in the opinion of the Manager is reasonably necessary
6. Arranging if necessary for the emptying of receptacles for rubbish for the use of the lessees of the Building
7. Inspecting maintaining renting renewing reinstating replacing and insuring the fire fighting appliances (if any) communal telecommunication reception apparatus electronic door entry system(s) and such other equipment relating to the Maintained Property by way of contract or otherwise as the Manager may from time to time consider necessary or desirable for the carrying out of the acts and things mentioned in this Schedule
8. Insuring and keep insured the Building and other structures at all times against all the usual comprehensive risks applicable to a reasonably normal insurance policy covering this type of property in the full reinstatement value and such other risks as the Manager shall reasonably decide in the full reinstatement value PROVIDED ALWAYS:
  - 8.1 This provision is subject as mentioned in Paragraph 4 of the Seventh Schedule
  - 8.2 The Manager shall determine a reputable Company or office with which the insurance is to be placed and the sum insured
  - 8.3 The insured amount shall include provision for the cost of demolition and clearance of buildings reinstatement and architects and surveyors and statutory fees
  - 8.4 If notwithstanding the extent of the risk and value as aforesaid the money receivable under such insurance shall be insufficient to meet the cost of the necessary works of the rebuilding repair or reinstatement then the deficiency shall be treated as a further item of expense under this Schedule recoverable from the lessees accordingly insofar as any such deficiency may relate to any excess limitation or exclusion under the terms of the Manager's insurance policy from time to time
  - 8.5 The insurance cover shall extend to the lessees for the time being of the Demised Premises and their mortgagees (if any)
9. Keeping cleaned as may be necessary the common entrance halls passages lifts landings and staircases and all other common parts of the Maintained Property

10. Inspecting maintaining repairing renewing the Gym and all apparatus and equipment located therein
11. Inspecting maintaining renewing repairing and where necessary replacing the passenger lifts located within the Block and payment of any statutory lift insurance
12. The costs incurred by the Landlord for the standing cold water charge for the Maintained Property

**PART "B"**  
(Parking Space Costs)

1. Keeping the Parking Spaces in good repair and clean and tidy and clearing snow from the Parking Spaces where necessary provided there should be no liability upon the Lessor or the Manager to carry out snow clearance unless requested by no less than 85% of the persons entitled to use the Parking Spaces
2. Repairing maintaining inspecting and as necessary reinstating or renewing the Services Installation forming part of the Parking Spaces
3. Inspecting repairing renewing and where necessary replacing the electrical apparatus provided for the parking of motor vehicles

**PART "C"**  
(The Cost of Supply of Water to the Demised Premises)

1. The cost of the supply of cold water to the Demised Premises

**PART "D"**  
(Costs applicable to Parts A and/or B and/or C)

1. Insuring any risks for which the Manager may be liable as an employer of persons working or engaged in business on the Maintained Property or as the owner of the Maintained Property or any part thereof in such amount as the Manager shall reasonably think fit
2. Providing and paying such persons as may be necessary in connection with the upkeep of the Maintained Property
3. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether parliamentary parochial local or of any other description) assessed charged or imposed upon or payable in respect of the Maintained Property or any part thereof except insofar as the same are the responsibility of the Lessee or the individual lessee of any of the Properties
4. Paying any value added tax chargeable in respect of any of the matters referred to in this Schedule

5. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the Development or any part thereof insofar as the same is not the liability of or attributable to the Lessee or any individual lessee of any of the Properties
6. Preparing and supplying to the Lessee and any lessee of any of the Properties copies of any Estate Regulations
7. Generally managing and administering the Maintained Property and protecting the amenities of the Maintained Property and for that purpose if necessary employing a firm of managing agents (Provided Always that the payment of such managing agents shall be met exclusively from the fees more particularly detailed in paragraph 12 hereto) or consultants or similar and the payment of all costs and expenses incurred by the Manager:
  - 7.1 in the running and management of the Development and the collection of the rents (if any) and service charges and in the enforcement of the covenants and conditions and regulations contained in the leases of the Dwellings and any Estate Regulations
  - 7.2 in making such applications and representations and taking such action as the Manager shall reasonably think necessary in respect of any notice or order or proposal for a notice or order served under any statute order regulation or bye-law on the Lessee or any Under-lessee of the Properties in the Development or on the Manager in respect of the Development or the curtilages thereof or all or any of the flats or parking spaces therein and
  - 7.3 in the valuation of the Building(s) from time to time for insurance purposes
  - 7.4 in the preparation for audit of the service charge accounts
8. Enforcing or attempting to enforce the observance of the covenants on the part of any lessee of any of the Dwellings
9. Employing a qualified accountant for the purpose of auditing the accounts in respect of the Maintenance Expenses and certifying the total amount thereof for the period to which the account relates
10. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the Development insofar as such compliance is not the responsibility of the lessee of any of the Dwellings
11. Providing inspecting maintaining repairing reinstating and renewing any other equipment and providing any other service or facility which in the opinion of the Manager it is reasonable to provide
12. The reasonable and proper fees of the Manager for its general management of the Development/Estate

13. Such sum as shall be considered necessary by the Manager (whose decision shall be final as to questions of fact) to provide a reserve fund or funds for items of future expenditure to be or expected to be incurred at any time in connection with the Maintained Property
14. Operating maintaining and (if necessary) renewing the lighting water and power supply apparatus from time to time of the Maintained Property and providing such additional lighting water or power supply apparatus as the Manager may reasonably think fit
15. All other expenses (if any) incurred by the Manager in and about the maintenance and proper and convenient management and running of the Development including in particular but without prejudice to the generality of the foregoing any expenses incurred in rectifying or making good any inherent structural defect in the Building(s) or any other part of the Development (except in so far as the cost thereof is recoverable under any insurance policy for the time being in force or from a third party who is or who may be liable therefor) any interest paid on any money borrowed by the Manager to defray any expenses incurred by it and specified in this Schedule any costs imposed on the Manager in accordance with Paragraph 4 of the Seventh Schedule any legal or other costs reasonably and properly incurred by the Manager and otherwise not recovered in taking or defending proceedings (including any arbitration) arising out of any lease of any part of the Development or any claim by or against any [transferee] lessee or tenant thereof or by any third party against the Manager as owner lessee or occupier of any part of the Development

#### **THE SEVENTH SCHEDULE**

##### **The Lessee's Proportion of Maintenance Expenses**

1. The Lessee's Proportion means:
  - 1.1 The Part A Proportion of the amount attributable to the costs in connection with the matters mentioned in Part "A" of the Sixth Schedule and of whatever of the matters referred to in Part "D" of the said Schedule are expenses properly incurred by the Manager which are relative to the matters mentioned in Part "A" of the said Schedule
  - 1.2 the Part B Proportion of the amount attributable to the costs in connection with the matters mentioned in Part "B" of the Sixth Schedule and of whatever of the matters referred to in Part "D" of the said Schedule are expenses properly incurred by the Manager which are relative to the matters mentioned in Part "B" of the said Schedule
  - 1.3 the Part C Proportion of the amount attributable to the costs in connection with the matters mentioned in Part "C" of the Sixth Schedule and of whatever of the matters referred to in Part "D" of the said Schedule are expenses properly incurred by the Manager which are relative to the matters mentioned in Part "C" of the said Schedule
2. The certification of the accountant referred to in Paragraph 9 of Part "D" of the Sixth Schedule shall (subject as hereinafter mentioned) be binding on the Manager and the Lessee unless manifestly incorrect

3. If the Lessee shall at any time during the Term object to any item of the Maintenance Expenses as being unreasonable or to the insurance matters mentioned in the Sixth Schedule being insufficient then the Lessee shall refer the matter in dispute for determination by a person to be appointed for the purpose by the President for the time being of the Royal Institution of Chartered Surveyors whose decision shall bind both parties and whose costs shall be borne by whomsoever the said person shall decide PROVIDED THAT any said objection by the Lessee shall not affect the obligation of the Lessee to pay to the Manager the Lessee's Proportion in accordance with Paragraph 6 of this Schedule and after the decision of any person appointed as aforesaid any overpayment by the Lessee shall be credited against future payment due from the Lessee to the Manager under the terms of this Schedule
4. The amount of Maintenance Expenses shall be adjusted to take into account any sums received by the Manager as contribution towards the cost of the matters mentioned in the Sixth Schedule from the owners lessees or occupiers of any adjoining or neighbouring properties to the Development
5. An account of the Maintenance Expenses (distinguishing between actual expenditure and reserve for future expenditure) for the period ending on the 31st day of August 2001 and for each subsequent year ending on the 31st day of August during the Term shall be prepared as soon as is practicable and the Manager shall if it so decides or if requested in writing by the Lessee to do so serve a copy of such account and of the accountants certificate on the Lessee
6. The Lessee shall pay to the Manager the Lessee's Proportion of the Maintenance Expenses in manner following that is to say:
  - 6.1 In advance on the First day of September and the First day of March in every year throughout the Term one half of the Lessee's Proportion of the amount estimated from time to time by the Manager or its managing agents as the Maintenance Expenses for the year the first payment to be apportioned (if necessary) from the date hereof
  - 6.2 Within twenty one days after the service by the Manager on the Lessee of a certificate in accordance with Paragraph 9 of Part D of this Schedule for the period in question the Lessee shall pay to the Manager the balance by which the Lessee's Proportion received by the Manager from the Lessee pursuant to Sub-Paragraph 6.1 of this Schedule falls short of the Lessee's Proportion payable to the Manager as certified by the said certificate during the said period and any overpayment by the Lessee shall be credited against future payments due from the Lessee to the Manager

## **THE EIGHTH SCHEDULE**

### **Covenants by the Lessee**

#### **PART ONE**

#### **Covenants Enforceable by the Lessor and the Manager**

1. To pay to the Lessor or its authorised agent the Rent hereinbefore reserved on the days and in the manner herein provided

2. To pay to the Manager or its authorised agent (or to the Lessor in the event that the Lessor is managing pursuant to paragraph 1 of the Ninth Schedule) the Lessee's Proportion at the times and in the manner herein provided
3. To pay interest at the rate of four per centum (4%) above Barclays Bank PLC Base Rate from time to time on all sums payable by way of the rents reserved under the terms of this Lease which may be in arrear from the date 14 days after such payment shall be due until the date of actual payment
4. To pay all costs charges and expenses (including legal costs and fees payable to a Surveyor) incurred by the Lessor in or in contemplation of any proceedings or service of any notice under Sections 146 and 147 of the Law of Property Act 1925 including the reasonable costs charges and expenses aforesaid of and incidental to the inspection of the Demised Premises the drawing up of schedules of dilapidations and notices and any inspection to ascertain certain whether any notice has been complied with and such costs charges and expenses shall be paid whether or not forfeiture for any breach shall be avoided otherwise than by relief granted by the Court
5. To yield up at the termination of the Term the Demised Premises together with any landlord's fixtures and appliances and any replacements thereof in such good and substantial repair order and condition as shall be consistent in all respects with the due performance and observance of the covenants on the part of the Lessee and the conditions herein contained
6. At any time within six calendar months prior to the termination of the Term to permit intending lessees and tenants authorised by order in writing of the Lessor or its agents to view the Demised Premises at reasonable hours in the day-time by appointment
7. To pay and discharge all rates taxes assessments charges duties and other outgoings whatsoever whether parliamentary parochial or of any other kind which now are or during the Term shall be assessed or charged on or payable in respect of the Demised Premises or any part thereof or by the landlord tenant owner or occupier thereof
8. To keep the Manager and the Lessor indemnified in respect of charges for other services payable in respect of the Demised Premises which the Lessor or the Manager shall from time to time during the Term be called upon to pay such sums to be repaid to the Lessor or the Manager on demand
9. To repair and keep the Demised Premises and all Service Installations exclusively serving the same (but excluding such parts of the Demised Premises as are included in the Maintained Property) and every part thereof and all landlord's fixtures and fittings therein and all additions thereto in good and substantial repair order and condition at all times during the Term including the renewal and replacement forthwith of all worn or damaged parts but so that the Lessee shall not be liable for any damage which may be caused by any of the risks covered by the insurance referred to in the Sixth and Ninth Schedules (unless such insurance shall be wholly or partially vitiated by any act or default of the Lessee or of any member of the family employee or visitor of the Lessee or other such occupiers) or for any work for which the Manager may be expressly liable under the covenants on the part of the Manager hereinafter contained

10. If the Lessee shall (in the exercise of the rights conferred upon him by Paragraph 4 of the Fourth Schedule) require access to any other part of the Development to give at least seventy-two hours notice in writing (except in cases of extreme urgency) to the Manager or its agents and to the occupiers of that part of the Development to which the Lessee requires access and the Lessee shall on giving such notice be entitled to have access to such part of the Development but shall act carefully and reasonably doing as little damage as possible to any part of the Development and making good all damage done at the Lessee's own expense
11. As often as may be necessary and at least once in every fifth year and in the year preceding the termination of the Term to paint with two coats of good quality material and in a proper and workmanlike manner all the internal wood metal stone and other work of the Demised Premises which usually are or ought to be painted and at the time of every inside painting to decorate and colour all such parts of the inside of the Demised Premises as are usually or should be treated using materials of suitable and appropriate quality
12. To clean all the internal and external surfaces of all windows of the Demised Premises at least once in every four weeks
13. To permit the Lessor or the Manager with or without workmen and others at any convenient hours in the day-time having given reasonable prior written notice to enter into and upon the Demised Premises to take inventories of the landlord's fixtures fittings and appliances therein and to view the condition thereof and upon notice being given to the Lessee specifying any repair or works necessary to be done for which the Lessee is liable hereunder forthwith to comply with the same and if the Lessee shall not within thirty days after the service of such notice proceed diligently with the execution of such repairs or works then to permit the Lessor or the Manager or their respective agents with or without workmen and appliances to enter upon the Demised Premises and cause such repairs or works to be executed and the cost thereof shall be payable by the Lessee on demand
14. To make good any damage to any part of the Development caused by any act or omission or negligence of any occupant of or person using the Demised Premises and (without prejudice to the generality of the foregoing) not to damage or interfere with the aeries and services of the Development (whether or not attached to or included in the Demised Premises) or any fire-fighting appliances (if any) or any other equipment referred to in the Sixth Schedule
15. Not to bring into the Demised Premises or any part thereof any article which will impose undue stress or strain to any part of the floor surface or structure or any article which is or may become dangerous to the Development or the occupants thereof
16. Not to do or permit or suffer any act or omission which may render any increased or extra premium payable for the said insurance of the Maintained Property or any part thereof or which may make void or voidable any such insurance or the insurance of premises adjoining the Maintained Property and so far as the Lessee is liable hereunder to comply in all respects with the reasonable requirements of the insurers with which the Maintained Property or any part thereof may for the time being be insured

17. Forthwith to make good to the Manager or the Lessor all loss or damage sustained by the Manager or the Lessor consequent upon any breach of the last mentioned provision
18. Not to do or permit or suffer to be done any act matter or thing on or in respect of the Demised Premises which contravenes the provisions of the Town and Country Planning Act 1990 or any enactment amending or replacing it and to keep the Lessor and the Manager indemnified against all claims demands and liabilities in respect of any such contravention
19. To comply with and make all reasonable endeavours to ensure that all persons living in or visiting the Demised Premises or using the Parking Space or any part of the Maintained Property shall comply with the Estate Regulations
20. To deliver to the Lessor forthwith a copy of every notice or other document of whatever description affecting or likely to affect the Demised Premises or any part thereof received by the Lessee from any authority or person whatsoever whether such notice or other document as aforesaid be served upon the Lessee or upon any sub-tenant of the Lessee and at the request of the Lessor to make or join with the Lessor on making such objections or representations against or in respect of any notice or other document as aforesaid as the Lessor shall deem expedient
21. To comply in all respects at the Lessee's own cost with the provisions of any statute statutory instrument order rule or regulation and of any order direction or requirement made or given by any planning authority or the appropriate Minister or Court (whether requiring anything to be done or omitted by landlord tenant or occupier) so far as the Lessee is liable hereunder and forthwith to give notice in writing to the Lessor of the making or giving of such order direction or requirements as aforesaid
22. Not to cut maim or injure nor to make any breach in any part of the structure of the Demised Premises nor without the previous consent in writing of the Manager or its agents to make any alteration or additions whatsoever to the plan design or elevation of the Demised Premises nor to make any openings therein nor to open up any floors walls or ceilings for the purpose of altering or renewing any pipes wires ducts or conduits nor to alter any of the landlords fixtures fittings or appliances therein and not in any case to commit or allow any waste or spoil on or about the Demised Premises
23. On making application for any such consent as aforesaid to submit to the Manager or its agents such plans block plans elevations and specifications as they shall require and to pay the reasonable and proper legal and surveyors fees of the Manager in connection with any such application and to carry out any work authorised only in accordance with such plans block plans elevations and specifications as they shall approve in writing making use of good sound and substantial materials all of which shall be subject to inspection and approval by them
24. Not to display or hang any window boxes clothes washing aerials satellite dishes or any similar telecommunication transmission or reception apparatus or thing from the Demised Premises (except aerials placed there by the Lessor or the Manager)

25. Not at any time during the Term:
- 25.1 sub-let the whole or any part of the Demised Premises save that an under-letting of the whole of the Demised Premises is permitted in the case of a letting under twelve months duration which does not create any rights of tenancy for the tenant with the prior written consent of the Manager or its agents (such consent not to be unreasonably withheld or delayed)
- 25.2 separately assign transfer or part with the possession or occupation of any part or parts of the Demised Premises but only to assign transfer or part with the possession thereof as a whole and not to assign transfer or part with the possession or occupation of the Demised Premises during the last seven years of the Term without the prior written consent of the Manager or its agents (such consent not to be unreasonably withheld or delayed)
26. On the occasion of every assignment or transfer of the Demised Premises for the unexpired portion of the Term and in every under-lease granted on long-lease terms of the whole of the Demised Premises to insert a covenant by the assignee or underlessee (as the case may be) directly with the Manager to observe and perform the covenants on the part of the Lessee and the conditions contained in Parts One and Two of the Eighth Schedule of this Lease (other than payment of the rents reserved under the terms and conditions of this Lease in the case of any under disposal which for the avoidance of any doubt shall remain to be performed by the Lessee)
27. Within one month after the date of any and every assignment transfer mortgage charge under-lease (including any immediate or derivative under-lease) of the Demised Premises for any term assignment of such under-lease or grant of probate or letters of administration order of court or other matter disposing of or affecting the Demised Premises or devolution of or transfer of title to the same to give or procure to be given to the Manager notice in writing of such dealing aforesaid with a certified copy of the instrument effecting any such dealing AND ALSO to pay or cause to be paid at the same time to the Manager such reasonable fee appropriate at the time of registration in respect of any such notice examination of documents and registration affecting the Demised Premises PROVIDED ALWAYS that in the case of a contemporaneous transfer and mortgage the fee shall only be payable on one of such matters
28. Not to interfere with or obstruct in the performance of the duties from time to time imposed upon him by the Manager any employee or agent of the Manager and not to carry out any decoration repair maintenance or otherwise upon the exterior of the Building(s) or any other part or parts of the Maintained Property

## **PART TWO**

### **Covenants enforceable by the Lessor and the Manager and lessees of the Properties**

1. Not to use or suffer to be used the Demised Premises for any purpose whatsoever other than as a private residence

2. Not to use the Parking Space for any purpose other than for the purpose of parking a private motor vehicle not exceeding three tonnes in gross laden weight or motor cycle thereon and not to park or allow to be parked any motor vehicle wheeled vehicle or other form of transport on any other part of the Development
3. Not to allow any trailer caravan or boat or other similar chattel to be brought on to any part of the Development
4. Not to carry out nor allow to be carried out on a professional basis any vehicle maintenance on any part of the Development
5. Not to allow or cause to be allowed the deterioration of any vehicle on the Development to an unreasonable condition nor to abandon any vehicle whatsoever on any part of the Development and in the event of any breach of this covenant it shall be lawful for the Manager without prejudice to its rights hereunder to arrange for the removal of such neglected or abandoned vehicle and to recover from the Lessee any costs incurred by them
6. Not to obstruct or permit to be obstructed at any time any accessways roadways lifts entrances stairways corridors or any openings of whatsoever nature on the Development
7. Not to use or permit or suffer the Demised Premises to be used for any illegal immoral or improper purpose and not to do permit or suffer on the Demised Premises any act or thing which shall or may be or become a nuisance damage annoyance or inconvenience to the Lessor the Manager or to the lessees or occupiers of the Properties or to all owners or occupiers of any neighbouring property and to pay all costs charges and expenses of abating a nuisance and executing all such work as may be necessary for abating a nuisance or for carrying out works in obedience to a notice served by a local authority insofar as the same is the liability of or wholly or partially attributable to the default of the Lessee and not to exhibit any notice advertisement name plate or placard of any kind upon the Demised Premises except a notice for the sale or underletting of the Demised Premises which notice may be displayed only in a window of the Demised Premises or in such other place (if any) as the Manager may approve in writing
8. That:
  - 8.1 if the Manager goes into liquidation for any reason (whether compulsory or voluntary) or fails to observe and perform its covenants under this Lease then and in any such case the Lessor and the Lessee will join with the lessees of the Properties in arranging for the carrying out of the matters mentioned in the Sixth Schedule the Lessee contributing a reasonable part of the expense of so doing in accordance with the provisions of this Lease

- 8.2 if a Nominee is appointed pursuant to Clause 7.10 then the Lessee will join with the lessees of the Properties in arranging for the substitution of the Manager by the Nominee including (without limitation) entering into a deed of covenant whereby firstly the Nominee agrees to observe and perform the covenants and obligations of the Manager under this Lease ("the First Manager") and the Lessee agrees to observe and perform the covenants and obligations of the Lessee under this Lease and secondly (if called upon to do so) the Lessee will enter into a separate deed of release with the First Manager to indemnify the First Manager against any claims demands damages or costs arising from any non performance on the part of the Nominee as successor to the First Manager in the management of the Development
9. Not to throw dirt rubbish rags or other refuse or permit the same to be thrown into sinks or basins lavatories cisterns or waste or soil pipes in the Demised Premises but to place refuse in the appropriate receptacles in the area provided (if any) for that purpose for the use of the Demised Premises
10. No piano record player radio loud-speaker or other electric electronic mechanical musical or other instrument of any kind shall be played or used nor shall any singing be practised in the Demised Premises so as to in the opinion of the Manager cause unreasonable annoyance to any occupiers of the Properties or so as to be audible outside the Demised Premises between the hours of 11 pm and 9 am
11. No dog bird cat or other animal or reptile shall be kept in the Demised Premises except with the prior written consent of the Landlord which consent may be revoked at the discretion of the Landlord

#### **THE NINTH SCHEDULE**

Covenants on the part of the Lessor

1. That if the Manager goes into liquidation for any reason (whether compulsory or voluntary) or fails to observe and perform its covenants under this Lease then and in any such case the Lessor will carry out the matters mentioned in the Sixth Schedule and the Tenth Schedule insofar as they remain reasonably capable of being performed
2. That the leases of the Properties contain covenants on the part of the various lessees to observe the like obligations as are contained in the Eighth Schedule as appropriate to each Property
3. That the Lessee paying the Rents reserved in this Lease and observing and performing the several covenants on his part and conditions herein contained shall peaceably hold and enjoy the Demised Premises and the rights hereby granted during the Term without any lawful interruption from or by the Lessor or any person lawfully claiming under or in trust for it
4. That as soon as practicable after the erection of the Dwellings has been completed the Lessor will complete the surfacing and landscaping of the external grounds forming part of the Maintained Property

5. That the Lessor will construct the Adoptable Roads (if any) to the satisfaction of the local highway authority and will indemnify the Lessee from and against all charges until such time as the same shall become maintainable at public expense
6. That if required by the Lessee for the reasonable protection of the Demised Premises to enforce or assist the Lessee in enforcing the said covenants entered into or to be entered into by a lessee of any one or more of the Properties PROVIDED THAT the Lessee shall (if required) indemnify the Lessor against all costs and expenses in respect of such enforcement and provide such security for the said costs and expenses as the Lessor may reasonably require
7. That until a deed in similar form to this Lease has been granted in the case of each Property (and in respect of any period during which a deed in similar form to this Lease shall not for any reason at any time be in force) contribute in respect of each such Property a due proportion of all debts losses liabilities and expenses due to the Manager in accordance with Paragraph 1 of the Seventh Schedule as if the Lessor were the lessee of such Property until such time as the Lessor shall have disposed of his interest in any such Property

#### **THE TENTH SCHEDULE** Covenants on the part of the Manager

1. Conditional on the Manager having first received payment of the Lessees Proportion then to carry out the works and do the acts and things set out in the Sixth Schedule as appropriate to each type of Dwelling PROVIDED THAT:
  - 1.1 The Manager shall in no way be held responsible for any damage caused by any want of repair to the Maintained Property or defects therein for which the Manager is liable hereunder unless and until notice in writing of any such want of repair or defect has been given to the Manager and the Manager has failed to make good or remedy such want of repair or defect within a reasonable time of receipt of such notice
  - 1.2 Nothing in this covenant contained shall prejudice the Manager's right to recover from the Lessee or any other person the amount or value of any loss or damage suffered by or caused to the Manager or the Maintained Property by the negligence or other wrongful act or default of such person
  - 1.3 The Manager shall not be liable for any failure to provide employees and workmen necessary in connection with the Maintained Property if it shall have used all reasonable endeavours to obtain them
2. To use all reasonable endeavours to recover the contributions towards the cost of the matters referred to in the Sixth Schedule which may be due from the lessees [and transferees] of any of the Dwellings
3. The Manager shall ensure that the reserve fund or funds referred to in the Sixth Schedule shall be kept in a separate trust fund account and any interest on or income of the said fund shall be held by the Manager in trust for the lessees of the Dwellings and insofar as such funds were contributed by the Lessor in trust for the Lessor and shall only be applied in connection with the matters detailed in the Sixth Schedule

4. If the Manager shall (in exercise of the rights hereinbefore reserved) require access to the Demised Premises to give at least forty eight hours notice in writing (except in cases of extreme urgency) to the Lessee the Manager on giving such notice being entitled to carry out the said repairs or works to the Demised Premises but so that the Manager shall act carefully and reasonably doing as little damage to the Demised Premises as may be and making good all damage done
5. If required by the Lessee for the reasonable protection of the Demised Premises to enforce or assist the Lessee in enforcing the said covenants entered into or to be entered into by a lessee of any one or more of the Properties provided that the Lessee shall (if required) first indemnify the Manager against all costs and expenses in respect of such enforcement and provide such security for the said costs and expenses as the Manager may reasonably require
6. Forthwith unless prevented by government or other regulations strikes lockouts and other causes beyond the control of the Manager to arrange for the rebuilding repairing or reinstating in a good and substantial manner such part or parts of the Development as may from time to time be destroyed or damaged applying for the purpose the money to be received by virtue of the insurance of the Maintained Property referred to in the Sixth Schedule
7. To provide the Lessee on demand with a certificate for the purposes of Clause 8 provided that the provisions set out in the Eighth Schedule have been reasonably complied with

**SIGNED as a DEED by BRYANT**

**HOLDINGS LIMITED** acting by its attorneys

~~P R Andrew/W R Bidder/J I Perring/K R Pickersgill/~~

~~J M Stark/S L Streams~~

In the presence of:

Signature

Name

Address

[REDACTED]

SIGNED as a DEED by  
**PEVEREL OM LIMITED**

acting by its attorney

~~D A Billson / A E Billson~~ M W White  
in the presence of:

[REDACTED]

Signature of witness

Name:

Address:

[REDACTED]

## LEASEHOLD PROPERTY ENQUIRIES

LPE1

|                            |                                           |                            |
|----------------------------|-------------------------------------------|----------------------------|
| <b>Property:</b>           | 102 The Aspect, 140 Queen Street, Cardiff | <b>Post Code:</b> CF10 2GP |
| <b>Seller:</b>             | The Estate of the late Mr E J Marsh       |                            |
| <b>UPRN:</b><br>(if known) |                                           |                            |

These enquiries are asked on behalf of buyers. The Seller should only respond to these enquiries if they are the Landlord, the Management Company, the Managing Agent or the Residents' or Tenants' Association or are representing any of them.

| TERM                                   | DEFINITION                                                                                                                                                                                                                                                                                                                                                         |
|----------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ground Rent</b>                     | The rent payable to the landlord by the lessee as required by the lease.                                                                                                                                                                                                                                                                                           |
| <b>HMO</b>                             | A House in Multiple Occupation as defined by section 257 of the Housing Act 2004.                                                                                                                                                                                                                                                                                  |
| <b>Landlord</b>                        | The person or company which has granted a lease over the Property to the owner of the Property.                                                                                                                                                                                                                                                                    |
| <b>Leaseholder Deed of Certificate</b> | The Leaseholder's Certificate under the Building Safety (Leaseholder Protections) (Information etc.) (England) Regulations 2022 where the building is a relevant building (11 meters or more in height or at least 5 storeys and contains at least 2 dwellings) and is not leaseholder-owned, and the leaseholder protections apply under the Building Safety Act. |
| <b>Landlord's certificate</b>          | The Landlord's Certificate under The Building Safety (Leaseholder Protections) (England) Regulations 2022 where the property is a relevant building (11 meters or more in height or at least 5 storeys) and the Regulations apply.                                                                                                                                 |
| <b>Lessees</b>                         | The owners of properties in the Managed Area.                                                                                                                                                                                                                                                                                                                      |
| <b>Managed Area</b>                    | The properties including the building containing the Property, together with any land, managed by or on behalf of the Landlord under the terms of the lease. Managed Areas are sometimes also called common parts.                                                                                                                                                 |
| <b>Management Company</b>              | A management company referred to in the lease, or a Right to Manage Company created under the Commonhold & Leasehold Reform Act 2002, to provide services and administer the terms of the lease either directly or through managing agents.                                                                                                                        |
| <b>Managing Agent</b>                  | A person or organisation which acts on behalf of the landlord, management company or Right to Manage Company [within their terms of reference, subject to any legal restrictions].                                                                                                                                                                                 |
| <b>Property</b>                        | The property known by the above address, including any land and outbuildings leased to the Seller.                                                                                                                                                                                                                                                                 |
| <b>Reserve Fund</b>                    | A fund collected from the Lessees which allows the build-up of monies to pay for repairs and the replacement of major items (such as lifts) or to equalise cyclical expenditure (such as external decoration), avoiding excessive peaks in the Service Charge. Reference to Reserve Fund includes any sinking fund or replacement fund.                            |
| <b>Residents'/Tenants' Association</b> | A group of some or all of the Lessees with or without a formal constitution or corporate status, or a recognised residents association which is 'recognised' by law and with a formal constitution.                                                                                                                                                                |

|                                |                                                                                                                                                                                                                                                              |
|--------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Right to Manage Company</b> | A company owned by the Lessees, that manages the Managed Areas, within their terms of reference, subject to any limitations.                                                                                                                                 |
| <b>Service Charge</b>          | The amount payable by a lessee as a contribution to the costs of services, repairs, maintenance, insurance, improvements or costs of management etc. as set out in the lease. The amount payable may vary according to the costs incurred or to be incurred. |
| <b>Section 20</b>              | Section 20 of the Landlord & Tenant Act 1985, which requires the Landlord or Managing Agents to consult with the Lessees about certain proposed works.                                                                                                       |

Please complete the information requested. It is important that the incoming lessee is fully aware of their obligations so the information given must be as accurate as possible. If there is insufficient space, continue on a separate sheet.

| SECTION 1: CONTACT DETAILS                                                                                                                                          |                                                                                                                            | Complete the details for the relevant parties or cross through if not applicable. If there are more parties involved, provide details on a separate sheet.          |                                            |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|
| 1.1 Landlord                                                                                                                                                        |                                                                                                                            | 1.2                                                                                                                                                                 | Management Company                         |
| Name                                                                                                                                                                | Proxima GR Properties Ltd                                                                                                  | Name                                                                                                                                                                | The Aspect RTM Company Ltd                 |
| Address                                                                                                                                                             | Berley House<br>304 Regents Park Road<br>London<br>N3 2JX                                                                  | Address                                                                                                                                                             | c/o Whitchurch Road<br>Cardiff<br>CF14 3LX |
| Telephone                                                                                                                                                           |                                                                                                                            | Telephone                                                                                                                                                           |                                            |
| Email                                                                                                                                                               |                                                                                                                            | Email                                                                                                                                                               |                                            |
| Please provide your bank details if you accept payments electronically and confirm the nature of payments e.g. Ground rent/Service Charges/ Administration fees/All |                                                                                                                            | Please provide your bank details if you accept payments electronically and confirm the nature of payments e.g. Ground rent/Service Charges/ Administration fees/All |                                            |
| Sort Code:                                                                                                                                                          |                                                                                                                            | Sort Code:                                                                                                                                                          |                                            |
| Account Name:                                                                                                                                                       |                                                                                                                            | Account Name:                                                                                                                                                       |                                            |
| Account Number:                                                                                                                                                     |                                                                                                                            | Account Number:                                                                                                                                                     |                                            |
| Reference to quote:                                                                                                                                                 |                                                                                                                            | Reference to quote:                                                                                                                                                 |                                            |
| Fee Type:                                                                                                                                                           |                                                                                                                            | Fee Type:                                                                                                                                                           |                                            |
| 1.3 Managing Agent                                                                                                                                                  |                                                                                                                            | 1.4                                                                                                                                                                 | Residents'/Tenants' Association            |
| Name                                                                                                                                                                | Western Permanent Property Limited                                                                                         | Name                                                                                                                                                                | N/A                                        |
| Address                                                                                                                                                             | 46 Whitchurch Road<br>Cardiff<br>CF14 3LX                                                                                  | Address                                                                                                                                                             |                                            |
| Telephone                                                                                                                                                           | 029 2023 5151                                                                                                              | Telephone                                                                                                                                                           |                                            |
| Email                                                                                                                                                               | legal@wppmc.com                                                                                                            | Email                                                                                                                                                               |                                            |
| Appointed by:                                                                                                                                                       | <input checked="" type="checkbox"/> Management Company<br><input type="checkbox"/> Landlord <input type="checkbox"/> Other |                                                                                                                                                                     |                                            |
| Please provide your bank details if you accept payments electronically and confirm the nature of payments e.g. Ground rent/Service Charges/ Administration fees/All |                                                                                                                            | Please provide your bank details if you accept payments electronically and confirm the nature of payments e.g. Ground rent/Service Charges/ Administration fees/All |                                            |
| Sort Code:                                                                                                                                                          | 30-98-94                                                                                                                   | Sort Code:                                                                                                                                                          |                                            |
| Account Name:                                                                                                                                                       | Western Permanent Property Limited                                                                                         | Account Name:                                                                                                                                                       |                                            |
| Account Number:                                                                                                                                                     | 45795860                                                                                                                   | Account Number:                                                                                                                                                     |                                            |
| Reference to quote:                                                                                                                                                 | 170-01-102                                                                                                                 | Reference to quote:                                                                                                                                                 |                                            |
| Fee Type:                                                                                                                                                           | Sales Fees                                                                                                                 | Fee Type:                                                                                                                                                           |                                            |

## 1.5 Legal Representative of one of the above

|               |                                         |                                                          |                                |
|---------------|-----------------------------------------|----------------------------------------------------------|--------------------------------|
| Name          | N/A                                     |                                                          |                                |
| Address       |                                         |                                                          |                                |
| Telephone     |                                         |                                                          |                                |
| Email         |                                         |                                                          |                                |
| Appointed by: | <input type="checkbox"/> Landlord       | <input type="checkbox"/> Management Company              |                                |
|               | <input type="checkbox"/> Managing Agent | <input type="checkbox"/> Residents'/Tenants' Association | <input type="checkbox"/> Other |

## 1.6 Who accepts service of the Notice of Assignment &amp; Charge?

Tick the box beside each applicable party and state the total fee including VAT for notice of assignment and charge.

Tick "Notice via email" column to confirm whether you will accept notice via email

|                                                    |          |                                           |
|----------------------------------------------------|----------|-------------------------------------------|
| <input type="checkbox"/> Landlord                  | £ _____  | Notice via email <input type="checkbox"/> |
| <input type="checkbox"/> Management Company        | £ _____  | <input type="checkbox"/>                  |
| <input checked="" type="checkbox"/> Managing Agent | £ 150.00 | <input checked="" type="checkbox"/>       |
| <input type="checkbox"/> Other                     | £ _____  | <input type="checkbox"/>                  |

If other, provide contact details for service:

Name

Address

Telephone

Email

Capacity (e.g. Landlord's lawyer)

## 1.7 Who collects the Ground Rent?

|                                              |                                             |                                         |                              |
|----------------------------------------------|---------------------------------------------|-----------------------------------------|------------------------------|
| <input checked="" type="checkbox"/> Landlord | <input type="checkbox"/> Management Company | <input type="checkbox"/> Managing Agent | <input type="checkbox"/> N/A |
|----------------------------------------------|---------------------------------------------|-----------------------------------------|------------------------------|

## 1.8 Who collects the Service Charges?

|                                   |                                             |                                                    |                              |
|-----------------------------------|---------------------------------------------|----------------------------------------------------|------------------------------|
| <input type="checkbox"/> Landlord | <input type="checkbox"/> Management Company | <input checked="" type="checkbox"/> Managing Agent | <input type="checkbox"/> N/A |
|-----------------------------------|---------------------------------------------|----------------------------------------------------|------------------------------|

## 1.9 Who collects the building insurance premiums?

|                                   |                                             |                                                    |                              |
|-----------------------------------|---------------------------------------------|----------------------------------------------------|------------------------------|
| <input type="checkbox"/> Landlord | <input type="checkbox"/> Management Company | <input checked="" type="checkbox"/> Managing Agent | <input type="checkbox"/> N/A |
|-----------------------------------|---------------------------------------------|----------------------------------------------------|------------------------------|

## 1.10 Who deals with the day to day maintenance of the building?

|                                   |                                             |                                                    |                                      |
|-----------------------------------|---------------------------------------------|----------------------------------------------------|--------------------------------------|
| <input type="checkbox"/> Landlord | <input type="checkbox"/> Management Company | <input checked="" type="checkbox"/> Managing Agent | <input type="checkbox"/> the Lessees |
|-----------------------------------|---------------------------------------------|----------------------------------------------------|--------------------------------------|

## 1.10.1. If the Lessees, please provide the contact details of the Lessee in charge

- 1.11 Who deals with the day to day maintenance of the Managed Area?  
☐ Landlord ☐ Management Company ☒ Managing Agent ☐ the Lessees ☐ N/A
- 1.12 Who organises and administers the buildings insurance?  
☐ Landlord ☐ Management Company ☒ Managing Agent ☐ the Lessees ☐ N/A

## SECTION 2: TRANSFER & REGISTRATION

- 2.1 Is a Deed of Covenant required? ☒ Yes ☐ No ☐ Not Known
- 2.1.1 If Yes, confirm the costs applicable to the Deed including VAT £ 150.00
- 2.1.2 Provide details of the person who deals with the Deed of Covenant  
 Western Permanent Property Limited
- 2.2 Is a Licence to Assign required? ☐ Yes ☒ No
- 2.3 If Yes, specify requirements e.g. references, and any costs applicable to the Licence:
- 2.4 Are you aware of consent having been given to any alterations or additions to the Property? ☐ Yes ☒ No
- 2.4.1 If Yes, provide details and copies of any consent:  
 We are not aware of any consent being given to any alterations or additions to the property
- 2.5 Is the incoming Lessee required to take a share in, or become a member of, the Management Company? ☒ Yes ☐ No ☐ N/A
- 2.5.1 If Yes, provide details of the procedure and fees:  
*NB Include details of the person who deals with the new certificate or share.*  
 Please see attached sheet
- 2.6 What is the procedure and cost for obtaining a certificate in accordance with a restriction in the Proprietorship Register at the Land Registry, if applicable?  
 We can provide a Certificate of Consent if required upon payment of our fee £120.00 inc VAT.

## SECTION 3: GROUND RENT

- 3.1 What is the annual Ground Rent payable for the Property? £ \_\_\_\_\_
- 3.2 Is the Ground Rent paid up to date? ☐ Yes ☐ No ☐ N/A ground rent not payable
- 3.2.1 If No, supply details of the arrears:  
 Please refer to Ground Landlord
- 3.3 What period is covered by the last demand? From: \_\_\_ / \_\_\_ / \_\_\_ To: \_\_\_ / \_\_\_ / \_\_\_

## SECTION 4: SERVICE CHARGE

- 4.1 How many properties contribute toward the maintenance of the Managed Area? 99
- 4.1.1 What is the current annual Service Charge for the Property? £ £4559.40
- 4.1.2 If the Service Charge has been collected on an 'ad hoc' basis, what have been the expenses over the last 3 years?
- 4.2 Is the Service Charge paid up to date for the Property? ☐ Yes ☒ No
- 4.2.1 If No, supply details of the arrears: £2279.70 outstanding
- 4.3 Is any excess payment anticipated for the Property at the end of the financial year? ☐ Yes ☐ No
- 4.3.1 If Yes, provide details: Please see attached
- 4.4 What period is covered by the last demand? From: 01 / 09 / 2025 To: 28 / 02 / 2026
- 4.5 In the last 12 months, has any inability to collect payments, from any party, affected (or is it likely to affect), the maintenance of the Managed Area? ☐ Yes ☒ No
- 4.5.1 If Yes, provide details:
- 4.6 Does a Reserve Fund apply to the Managed Area? ☒ Yes ☐ No
- 4.6.1 If Yes, confirm the amount collected from Lessees of the Property, currently held in the Reserve Fund: £ ACCOUNTS ATTACHED
- 4.6.2 Is the amount expected to be sufficient to cover the known Section 20 expenditure? ☐ Yes ☐ No
- 4.6.3 If No, supply details: Please see attached
- 4.7 Confirm the date when the Managed Areas were last decorated, internally and externally.  
PLEASE SEE ATTACHED
- Internally Date: \_ / \_ / \_ To: \_ / \_ / \_  
Externally Date: \_ / \_ / \_ To: \_ / \_ / \_
- 4.8 Within the next 2 years, are any Section 20 works proposed to the Property? ☐ completed but unpaid  
☐ due  
☐ anticipated  
☐ N/A
- 4.8.1 If so, provide details of the works and the contribution anticipated from the Lessee: Please see attached
- 4.9 Is any increase in the Service Charge over 10% or £100, whichever is the greater, anticipated in the next 2 years? ☐ Yes ☐ No

4.9.1 If Yes, provide details:

We are not aware of any increase however this cannot be ruled out

4.10 Are there any outstanding Service Charge consultation procedures?

☐ Yes ☒ No

4.10.1 If Yes, provide details:

4.11 Are the Managed Areas known to be affected by Japanese knotweed?

☐ Yes ☒ No

4.11.1 If Yes, provide details and a copy of any Japanese knotweed management plan in place.

Not that we are aware

4.12 Are there any:  
-transfer fees,  
-deferred service charges or  
-similar fees  
expressed as a percentage of the Property's value payable on an event such as resale or subletting?

☒ Yes ☐ No

4.12.1 If Yes, provide details:

The cost of as Notice of Transfer is £150.00 inc VAT and not a percentage of the sale

4.13 Do all properties in the Managed Area contribute to the Service Charge?

☒ Yes ☐ No

4.13.1 If No, provide details as to why not

4.14 Has a Leaseholder Deed of Certificate been served on the Landlord in relation to the property or remedial works required to the property?

☐ Yes ☐ No Certificate Served  
☒ Not applicable

4.15 Has a Landlord's Certificate been served?

☐ Yes ☐ No Certificate Served  
☒ Not applicable

## SECTION 5: BUILDINGS INSURANCE

5.1 Are the buildings insurance premium contributions paid up to date for the Managed Areas including the Property?

☒ Yes ☐ No

5.1.1 If No, provide details of the arrears:

5.2 What period is covered by the last demand?

From: \_\_ / \_\_ / \_\_ To: \_\_ / \_\_ / \_\_

5.3 Has the premium been paid in full?

☒ Yes ☐ No

5.3.1 If No, provide details:

5.4 Have any claims been made against the policy during the last 3 years?

☐ Yes ☐ No ☒ Not Known

5.4.1 If Yes, provide details:

We only took over management in September 2024 we do not have this info

5.5 Are any claims anticipated?

☐ Yes ☒ No

5.5.1 If Yes, provide details:

Not that we are aware of

5.6 Are the Managed Areas covered by the policy?

☒ Yes ☐ No

5.6.1 (i) Has a fire risk assessment been completed?

☒ Yes ☐ No ☐ No common parts

(ii) Has an external wall fire risk assessment been completed?

☒ Yes ☐ No

5.6.2 (i) If Yes to either, have urgent or essential works been recommended?  
*PLEASE SEE ATTACHED*

☒ Yes ☐ No ☐ N/A

(ii) Have these been carried out?  
*PLEASE SEE ATTACHED*

☐ Yes ☒ No ☐ N/A

(iii) Is there any outstanding enforcement action against the landlord or accountable person (such as outstanding enforcement notices)?  
*PLEASE SEE ATTACHED*

☒ Yes ☐ No ☐ N/A

If Yes, by what date is this remedial action required?

   /    /    ☐ N/A

5.7 Are you aware of any reason why comprehensive insurance will not be available on standard terms in future?

☐ Yes ☒ No

5.7.1 If Yes, provide details:

5.8 Are you aware of any non-compliance with the insurance conditions that would render the policy void?

☐ Yes ☒ No

5.8.1 If Yes, provide details:

5.9 Please confirm the date of the last buildings reinstatement cost assessment. 03 / 12 / 2024

5.10 Is the insurance premium included in the service charge budget? ☒ Yes ☐ No

5.10.1 If No, confirm the annual amount payable for the Property: £                     

## SECTION 6: DISPUTES & ENFRANCHISEMENT

6.1 Are there any on-going forfeiture proceedings in relation to the Property?

☐ Yes ☒ No

6.2 Are there any documented unresolved disputes with the Lessees of any of the properties in the Managed Area?

☐ Yes ☒ No

6.2.1 If Yes, to the extent permitted by the UK General Data Protection Regulations, please supply details:

Not that we are aware of

- 6.3 Have any steps been taken by anyone to enfranchise, exercise the right to manage, form a right to enfranchise or management company, extend the term of the lease of the Property or anything similar? ☒ Yes ☐ No ☐ Not Known

- 6.3.1 If Yes, provide details and copies of relevant documentation:

There is a Right to Manage Company please refer to 1.2

- 6.4 Are you aware of any breach of the terms of the lease of this Property? ☐ Yes ☒ No

- 6.4.1 If Yes, provide details:

We are not aware of any breach of the terms of the lease

## SECTION 7: GENERAL

- 7.1 How many other properties are there in the Managed Area?

98 (99 in total)

- 7.2 Are they all leased on leases with similar terms? ☒ Yes ☐ No ☐ Not Known

- 7.2.1 If No, provide details:

To the best of our knowledge

- 7.3 Is the building in which the Property is situated known to be an HMO? ☐ Yes ☒ No ☐ Not Known

- 7.3.1 If Yes, confirm that regulations applicable to section 257 Housing Act 2004 HMOs have been complied with:

- 7.4 Are there any parking regulations or restrictions in addition to any set out in the lease? ☐ Yes ☐ No

- 7.4.1 If Yes, provide details:

Residents only parking. The flat is allocated a car parking space- please refer to the lease

- 7.5 If there is a restriction in the lease on keeping pets, please outline the requirements: ☐ N/A ☒ Restrictions apply. Provide details

Please see attached

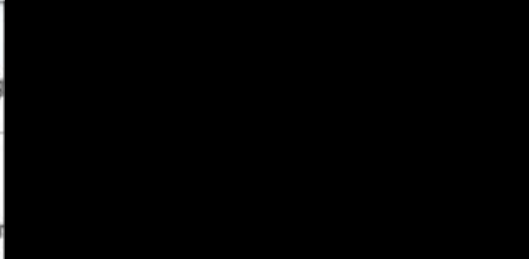
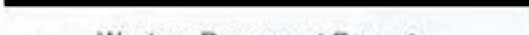
## SECTION 8: REQUIRED DOCUMENTS

Please provide the following applicable documents:-

- |     |                                                                                                                   |                                              |                                    |                                         |
|-----|-------------------------------------------------------------------------------------------------------------------|----------------------------------------------|------------------------------------|-----------------------------------------|
| 8.1 | The last 3 years published Service Charge accounts:                                                               | <input checked="" type="checkbox"/> Enclosed | <input type="checkbox"/> To follow | <input type="checkbox"/> N/A            |
| 8.2 | Buildings insurance policy and schedule:                                                                          | <input checked="" type="checkbox"/> Enclosed | <input type="checkbox"/> To follow | <input type="checkbox"/> N/A            |
| 8.3 | Buildings insurance policy and schedule for the Managed Areas:                                                    | <input checked="" type="checkbox"/> Enclosed | <input type="checkbox"/> To follow | <input type="checkbox"/> N/A            |
| 8.4 | Service charge estimate for the current year and details of the anticipated payments on account for the Property: | <input checked="" type="checkbox"/> Enclosed | <input type="checkbox"/> To follow | <input type="checkbox"/> N/A            |
| 8.5 | Service charge estimate for the previous year for which accounts have not yet been prepared for the Property:     | <input type="checkbox"/> Enclosed            | <input type="checkbox"/> To follow | <input checked="" type="checkbox"/> N/A |

- |      |                                                                                                                                                   |                                                     |                                    |                                         |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|------------------------------------|-----------------------------------------|
| 8.6  | Copies of any notices served on the Lessees under Section 20 in respect of any proposed works or any works which have not yet been paid for:      | <input type="checkbox"/> Enclosed                   | <input type="checkbox"/> To follow | <input checked="" type="checkbox"/> N/A |
| 8.7  | Documentation relating to any forfeiture proceedings applicable to the Property:                                                                  | <input type="checkbox"/> Enclosed                   | <input type="checkbox"/> To follow | <input checked="" type="checkbox"/> N/A |
| 8.8  | Any additional regulations or rules affecting the Property which are not contained in the lease:                                                  | <input type="checkbox"/> Enclosed                   | <input type="checkbox"/> To follow | <input checked="" type="checkbox"/> N/A |
| 8.9  | Any Deeds of Variation or other document varying the terms of the lease of this Property:                                                         | <input type="checkbox"/> Enclosed                   | <input type="checkbox"/> To follow |                                         |
|      |                                                                                                                                                   | <input type="checkbox"/> Landlord's lawyer provides |                                    |                                         |
|      |                                                                                                                                                   | <input type="checkbox"/> Please supply draft        |                                    | <input checked="" type="checkbox"/> N/A |
| 8.10 | Any required Deed of Covenant:                                                                                                                    | <input checked="" type="checkbox"/> Enclosed        | <input type="checkbox"/> To follow |                                         |
|      |                                                                                                                                                   | <input type="checkbox"/> Landlord's lawyer provides |                                    |                                         |
|      |                                                                                                                                                   | <input type="checkbox"/> Please supply draft        |                                    | <input type="checkbox"/> N/A            |
| 8.11 | Any Certificate of Compliance:                                                                                                                    | <input type="checkbox"/> Enclosed                   | <input type="checkbox"/> To follow |                                         |
|      | <i>PLEASE SEE ATTACHED</i>                                                                                                                        |                                                     |                                    |                                         |
|      |                                                                                                                                                   |                                                     | Fee £ 120.00                       |                                         |
|      |                                                                                                                                                   | <input type="checkbox"/> Landlord's lawyer provides |                                    |                                         |
|      |                                                                                                                                                   | <input type="checkbox"/> Please supply draft        |                                    | <input type="checkbox"/> N/A            |
| 8.12 | Any required Licence to Assign:                                                                                                                   | <input type="checkbox"/> Enclosed                   | <input type="checkbox"/> To follow |                                         |
|      |                                                                                                                                                   | <input type="checkbox"/> Landlord's lawyer provides |                                    |                                         |
|      |                                                                                                                                                   | <input type="checkbox"/> Please supply draft        |                                    | <input checked="" type="checkbox"/> N/A |
| 8.13 | Copy of any permission to alter the Property which has been issued:                                                                               | <input type="checkbox"/> Enclosed                   | <input type="checkbox"/> To follow | <input checked="" type="checkbox"/> N/A |
| 8.14 | Copy of any known notices served on the Lessee and documentation arising from them:                                                               | <input type="checkbox"/> Enclosed                   | <input type="checkbox"/> To follow | <input checked="" type="checkbox"/> N/A |
| 8.15 | Asbestos Survey for parts of the Managed Area built or converted before 2001:                                                                     | <input type="checkbox"/> Enclosed                   | <input type="checkbox"/> To follow | <input checked="" type="checkbox"/> N/A |
| 8.16 | Fire Risk Assessment for the Managed Area:                                                                                                        | <input checked="" type="checkbox"/> Enclosed        | <input type="checkbox"/> To follow | <input type="checkbox"/> N/A            |
| 8.17 | Memorandum and Articles of Association of the Management Company:                                                                                 | <input checked="" type="checkbox"/> Enclosed        | <input type="checkbox"/> To follow | <input type="checkbox"/> N/A            |
| 8.18 | Minutes from the last AGM for the Management Company:                                                                                             | <input type="checkbox"/> Enclosed                   | <input type="checkbox"/> To follow | <input checked="" type="checkbox"/> N/A |
| 8.19 | Leaseholder Deed of Certificate                                                                                                                   | <input type="checkbox"/> Enclosed                   | <input type="checkbox"/> To follow | <input checked="" type="checkbox"/> N/A |
| 8.20 | Landlord's Certificate                                                                                                                            | <input type="checkbox"/> Enclosed                   | <input type="checkbox"/> To follow | <input checked="" type="checkbox"/> N/A |
| 8.21 | Known enforcement notices served on the landlord or accountable person (where the building is residential and is at least 18 meters or 7 storeys) | <input type="checkbox"/> Enclosed                   | <input type="checkbox"/> To follow | <input checked="" type="checkbox"/> N/A |

By signing the form you are confirming that you are the person authorised to provide the information which you have completed in it on behalf of those parties which you have selected from the list, and that a buyer may rely on the information which you have supplied without applying to any other party except where you have left a section blank because you do not have the authority to provide the information.

|                                                                                         |                                                                                                                                                                                     |
|-----------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Sign   | Dated 28th October 2025                                                                                                                                                             |
| Print  | Please tick as applicable below, to confirm the capacity in which the answers are given.                                                                                            |
| Company: Western Permanent Property                                                     | <input checked="" type="checkbox"/> Managing Agent <input type="checkbox"/> Management Company<br><input type="checkbox"/> Landlord <input type="checkbox"/> Residents' Association |

#### Note

Additional enquiries. Raise only those specific additional enquiries required to clarify issues arising out of the documents submitted or which are relevant to the management of the Property or which the buyer has expressly requested. Resist raising any general additional enquiries that can be established by the buyer's own enquiries, survey or personal inspection.

#### Disclaimer

Whilst care has been taken in the preparation of this form, no legal liability is accepted by the organisations which created the form. This disclaimer does not affect the legal responsibilities of the person, or organisation, completing this form to answer to the best of their knowledge and ability. If you have any queries you should discuss these with your conveyancer or solicitor.





**Leasehold Property Enquiries –102 The Aspect, 140 Queen Street, Cardiff CF10 2GP**  
**Continuation Sheet**

- 2.5 The Lessee will automatically become a member of the Management Company upon completion. The Company is limited by guarantee and does not have Share capital
- 4.3.1 We cannot answer this question however it may be prudent to arrange for funds to be retained to cover the possibility as the incoming Leaseholder would be responsible for payment in the event that an excess charge was necessary. We would point out that the previous managing agent has issued a balancing charge for the financial year September 2022 – August 2023, we have no details of this charge available.
- 4.6.3 There is an ongoing Section 20 works for three new booster pumps and the money for the works have been taken out of the reserve fund
- 4.7 Western Permanent Property only took over managing the development in September 2024 and we do not know when the managed areas were last decorated internally and externally
- 4.8.1 There are ongoing Section 20 works of three new booster pumps. We are not aware of any other Section 20 works at this time however the possibility of a further Section 20 cannot be ruled out
- 5.6.1
- (ii) The developer is on site for the next few weeks carrying out the FRAEW, we are hoping to receive this by the end of the year
- 5.6.2
- (i) Yes works have been recommended
- (ii) The works are currently in hand to be completed, we have raised further queries in regards to the bin location, Compartmentation survey is completed, this is currently being reviewed by the developer in order for us to discuss these works and establish what they will and will not fund. Same applies for the fire doors works. We do have an FRC report but this has been inspected by Adam Kiziak and we are waiting on this from FRC.
- (iii) There is an action plan notice placed on the building
- 7.5 No dog bird cat or other animal or reptile shall be kept in the Demised Premises except with the prior written consent of the Landlord which consent may be revoked at the discretion of the Landlord
- 8.11 We can provide a Certificate of Consent upon payment of our fee which is £120.00 inclusive of VAT.



## **Leasehold enquiries re the sale of 102 The Aspect, 140 Queen Street, Cardiff, CF10 2GP**

This document has been prepared by Western Permanent Property Limited, the appointed Managing Agents on behalf of The Aspect RTM Company Limited, and should be read in conjunction with the attached LPE1 form.

### **Section 1: Contact Details**

- 1.1 The Landlord is Proxima G R Properties Ltd, Moltend House, 302 Regents Park Road, London N3 2JX
- 1.2 The Management Company is The Aspect RTM Company Ltd, c/o 46 Whitchurch Road, Cardiff, CF14 3LX
- 1.3 The managing agents are Western Permanent Property Limited, 46 Whitchurch Road, Cardiff, CF14 3LX
- 1.4 N/A
- 1.5 N/A
- 1.6 Notice of Assignment/Charge should be sent to Western Permanent Property Limited. Our fee for dealing with Notices is £120.00 inclusive of VAT. Notice should also be served to the Landlord
- 1.7 Ground Rent is collected by the Landlord
- 1.8 Service Charge is collected by Western Permanent Property Limited
- 1.9 The Buildings Insurance premium is collected within the Service Charge
- 1.10 Maintenance of the building is dealt with by Western Permanent Property Limited
- 1.11 Maintenance of the managed areas is dealt with by Western Permanent Property Limited
- 1.12 The buildings insurance will be arranged by Western Permanent Property Limited

### **Section 2: Transfer & Registration**

- 2.1 Please refer to the Lease to ascertain whether a Deed of Covenant is required
  - 2.1.1 If one is required, our fee for dealing with a Deed of Covenant is £120.00 inclusive of VAT
  - 2.1.2 Western Permanent Property Limited
- 2.2 N/A
- 2.3 N/A
- 2.4 We are not aware of consent having been given to any alterations or additions to the property
- 2.5 The Lessee will automatically become a member of the Management Company upon completion. The Company is limited by guarantee and does not have Share capital
- 2.6 We can provide a Certificate of Consent upon payment of our fee (which is £72.00 inclusive of VAT) and the Notice of Assignment

### **Section 3: Ground Rent**

- 3.1 Please refer any queries regarding Ground Rent to the Landlord
- 3.2 Please refer any queries regarding Ground Rent to the Landlord

3.3 Please refer any queries regarding Ground Rent to the Landlord

#### **Section 4: Service Charge**

4.1 There are 99 properties in total that contribute to the maintenance of the managed area

4.1.1 Please refer to the Statement of Anticipated Service Charge Expenditure provided

4.1.2 N/A

4.2 Please refer to the Service Charge Statement provided

4.3 We cannot answer this question however it may be prudent to arrange for funds to be retained to cover the possibility as the incoming Leaseholder would be responsible for payment in the event that an excess charge was necessary. We would point out that the previous managing agent has issued a balancing charge for the financial year September 2022 – August 2023, we have no details of this charge available

4.4 Please refer to the Service Charge Statement provided

4.5 No

4.6 Please refer to the Annual Accounts provided

4.6.1 Please refer to the Annual Accounts provided

4.6.2 No

4.7 We do not have this information

4.8 There is a section 20 imminent to cover the cost of three new booster pumps

4.9 We are not aware, at this time, of any likely increase in the Service Charge in the next 2 years in excess of 10% or £100 but this cannot be ruled out

4.10 No

4.11 Not that we are aware of

4.12 No

4.13 Yes

4.14 N/A

4.15 N/A

#### **Section 5: Buildings Insurance**

5.1 Yes

5.2 Buildings insurance premium is collected within the Service Charge

5.3 Yes

5.4 Not that we are aware of

5.5 Not that we are aware of

5.6 Yes

5.6.1 (i) Yes

(ii) Yes

5.6.2 (i) Please refer to the Fire Risk Assessment provided

(ii) Yes, they are in the process of being carried out

(iii) Not that we are aware of

5.7 No

5.8 No

5.9 3<sup>rd</sup> December 2024

5.10 Yes

## **Section 6: Disputes & Enfranchisement**

6.1 Not that we are aware of

6.2 Not that we are aware of

6.3 There is a Right to Manage Company, details have been provided

6.4 We are not aware of any breach of the terms of the Lease

## **Section 7: General**

7.1 There are 99 properties in total

7.2 To the best of our knowledge they are all let on leases with similar terms

7.3 No

7.4 No

7.5 Pets are permitted with consent from the Management Company. Consent can be withdrawn if the pet becomes a nuisance to other residents

## **Section 8: Required Documents**

8.1 Annual Accounts for the years 2020-21 and 2021-22 have been provided as this is all that is available to us

8.2 Details of the Buildings Insurance have been provided

8.3 Details of the Buildings Insurance have been provided

8.4 A Statement of Anticipated Service Charge Expenditure has been provided

8.5 N/A

8.6 N/A

8.7 N/A

8.8 N/A

8.9 N/A

8.10 Please refer to the Lease to ascertain whether a Deed of Covenant is required

8.11 We can provide a Certificate of Consent upon payment of our fee (which is £72.00 inclusive of VAT) and the Notice of Assignment

8.12 N/A

8.13 N/A

8.14 N/A

8.15 Not required due to the age of the property

8.16 A copy of the Fire Risk Assessment has been provided

8.17 The Memorandum and Articles of Association have been provided

8.18 N/A

8.19 N/A

8.20 N/A

8.21 N/A

**Paul Morgan – Western Permanent Property Limited**

**15 January 2025**

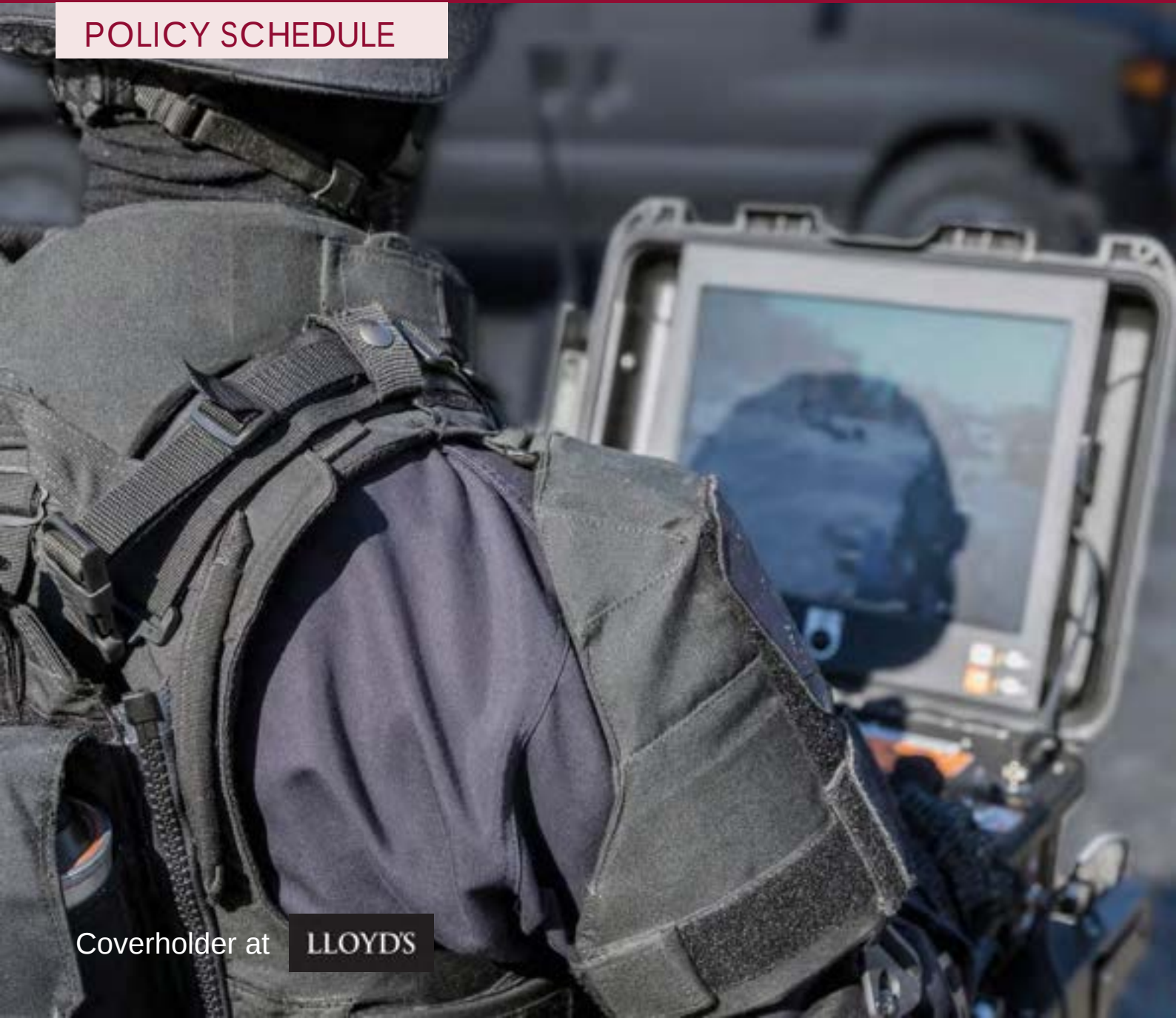
**Leasehold Property Enquiries –102 The Aspect, 140 Queen Street, Cardiff CF10 2GP**  
**Continuation Sheet**

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- (ii) The developer is on site for the next few weeks carrying out the FRAEW, we are hoping to receive this by the end of the year
- 5.6.2
- (i) Yes works have been recommended
- (ii) The works are currently in hand to be completed, we have raised further queries in regards to the bin location, Compartmentation survey is completed, this is currently being reviewed by the developer in order for us to discuss these works and establish what they will and will not fund. Same applies for the fire doors works. We do have an FRC report but this has been inspected by Adam Kiziak and we are waiting on this from FRC.
- (iii) There is an action plan notice placed on the building
- 7.5 No dog bird cat or other animal or reptile shall be kept in the Demised Premises except with the prior written consent of the Landlord which consent may be revoked at the discretion of the Landlord
- 8.11 We can provide a Certificate of Consent upon payment of our fee which is £120.00 inclusive of VAT.

# Stand-alone Terrorism and Liability Cover

POLICY SCHEDULE

Coverholder at **LLOYD'S**



# Schedule

This **Schedule** forms part of the Wording and for the purposes of interpretation, the contents of this **Schedule** shall have meaning only as provided for in the Wording.

|                                                                                               |                                                                                                                                                                                                                                                                                                                                            |
|-----------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Policy number:</b>                                                                         | GEOAC08005                                                                                                                                                                                                                                                                                                                                 |
| <b>Unique market reference number:</b>                                                        | B1858UK25000198                                                                                                                                                                                                                                                                                                                            |
| <b>Name of insured:</b>                                                                       | The Aspect (Western Permanent)                                                                                                                                                                                                                                                                                                             |
| <b>Broker:</b>                                                                                | Towergate Insurance Brokers                                                                                                                                                                                                                                                                                                                |
| <b>Period of insurance:</b>                                                                   | From 07/07/2025 To 30/06/2026<br>Both dates at 12.01 Local Standard Time at the location of the Insured property                                                                                                                                                                                                                           |
| <b>Description of Property Insured:<br/>(Including Full Postal Address and Post/Zip code)</b> | Occupancy: Residential<br>The Aspect, Flats 11-13, 21-28, 31-38, 41-48, 51-58, 61-68, &, 71-78, 81-88, 91-98, 101-108, 111-118, 121-128 & 131-138, 140 Queen Street, Cardiff, Glamorgan, CF10 2GP, United Kingdom<br>Occupancy: Commercial<br>The Aspect, Commercial Units, 140 Queen Street, Cardiff, Glamorgan, CF10 2GP, United Kingdom |

# Narrative

| Policy Section                         | Schedule of locations insured                                                                                                       |
|----------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|
| <b>Property Damage:</b>                | <b>GBP: 37,692,632 (plus 135% day one uplift)</b>                                                                                   |
| <b>Business Interruption:</b>          | <b>GBP: 8,100,000</b>                                                                                                               |
| <b>ICOW/AICOW</b>                      | <b>GBP: NIL</b>                                                                                                                     |
| <b>Condition 4:</b>                    | Sum Insured (Total declared value of property insured):                                                                             |
|                                        | GBP 45,792,632                                                                                                                      |
|                                        | Policy limit (if applicable): £45,792,632                                                                                           |
|                                        | Each occurrence and in the aggregate                                                                                                |
| <b>Sub limits:<br/>(if applicable)</b> | As per page 18 onwards within the "Coverage Extension" section contained within the wording.<br>Each Occurance and in the aggregate |
| <b>Condition 5:</b>                    | Deductibles(s): GBP 250                                                                                                             |
|                                        | Each occurrence                                                                                                                     |
| <b>Condition 12:</b>                   | Notification of claims to: Marcus Meredith & Grant English<br>pvclaims@globeuw.com                                                  |
| <b>Condition 28:</b>                   | Choice of Law:<br>England & Wales                                                                                                   |
| <b>Condition 29:</b>                   | Choice of jurisdiction:<br>England                                                                                                  |
| <b>Premium:</b>                        | £6,212.40 for period                                                                                                                |
| <b>Taxes payable by Underwriters:</b>  | NIL                                                                                                                                 |
| <b>Taxes payable by Insured:</b>       | 12.00% IPT in addition                                                                                                              |

# Written Lines

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## Signing Page

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100%

Globe / Political Violence

**Globe:** GEOAC08005

Globe Political Violence for and/or on behalf of various Syndicates at Lloyd's as per Binding Authority reference; UMR: B1858UK25000198 and as per attached Schedule of (Re)Insurers:

All payments should be made to Globe Underwriting Limited

Globe Political Violence is a trading name of Globe Underwriting Limited.



07/07/2025



Globe Political Violence is a trading name of Globe Underwriting Limited who are authorised and regulated by the Financial Conduct Authority (FCA Register Number 941963). Registered Address: 2 Minster Court, Mincing Lane, London, EC3R 7PD. Registered in England & Wales. Registration Number: No. 06917482

# External Façade Synopsis



For

The Aspect  
140 Queen Street  
Cardiff  
CF10 2GP

Robert Schwier – 39791 – March 2021



Figure 1 - Location Plan.

### **Synopsis of the development**

Built in 2002 by Taywood Homes (which has been taken over by Taylor Wimpey Homes), the development consists of retail/commercial units (currently occupied by Martyn Prowel Solicitors, Greggs bakery and Subway) and 99 apartments. The Freeholder is Proxima GR Properties Ltd. Architect – Broadway Malyan.

There is a concierge on site 7am-9pm.

The walls are predominantly clad in EPS render, with elements of Timber cladding placed sporadically. The top two floors of the building house duplex penthouses and are stepped back from the main building (to create terraces) and are clad entirely in timber.

There is a small amount of composite metal cladding to the top floor roof area.

Steel framed balconies project past the concrete decked areas and these are covered in timber decking.

## Height of the building

The building is 15 stories high, consisting of a ground floor retail units, then 15 further floors of apartments. The Ground floor has a datum of 11.250m and the 14<sup>th</sup> floor has a datum of 56.200m. This gives a FFL of the upper most habitable floor of **44.950m**.

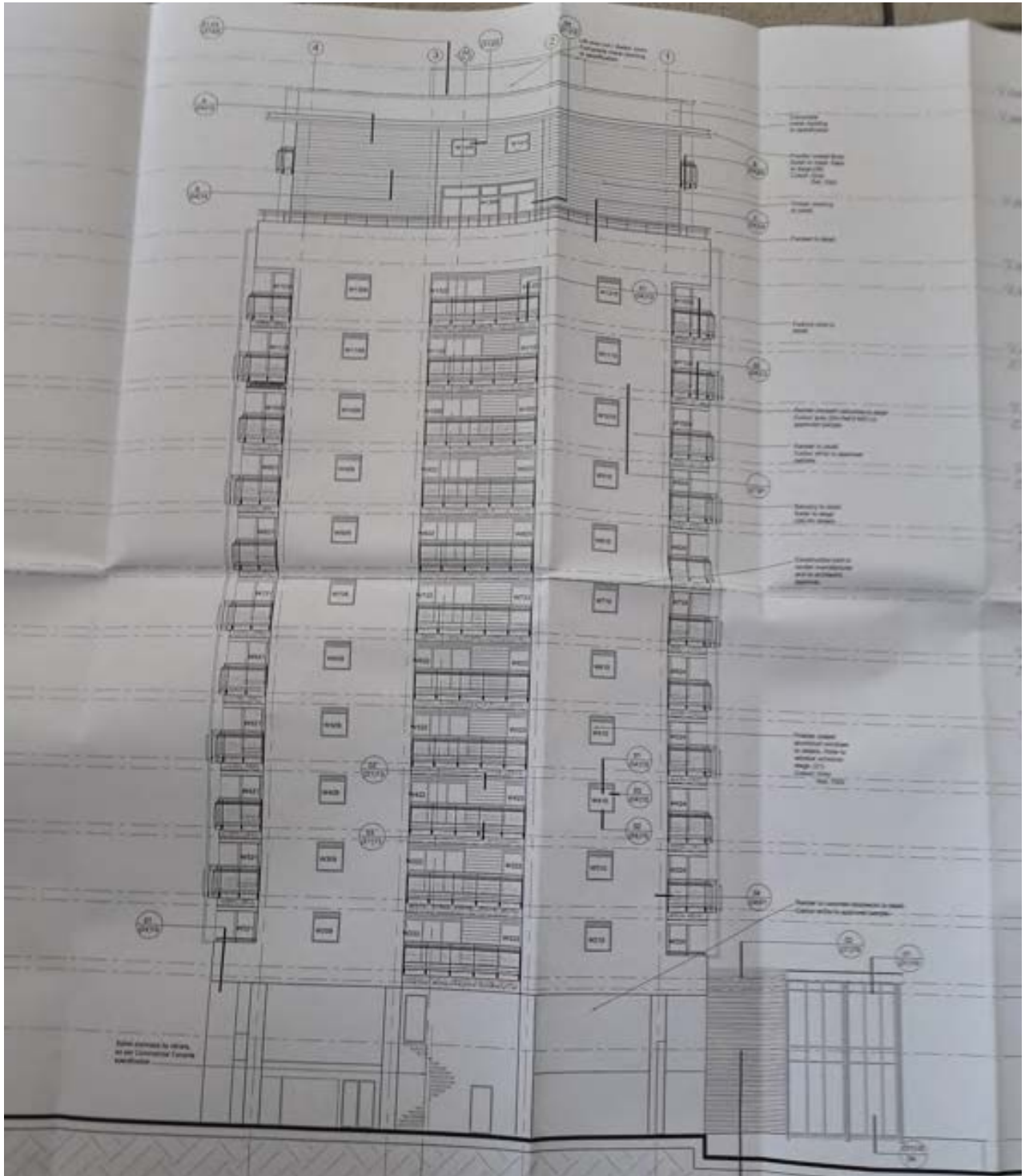


Figure 2 - Elevation

**The site has not been investigated by intrusive means as yet. There has however been a brief site visit and a desktop study carried out which has informed this synopsis - The following materials are noted:**

**Material 1 – Sto EPS Render**

The majority of the building is predominantly covered in Sto EPS Render. Figure 4 shows insulation with a 40mm thickness in that particular area, other areas are 70mm or more. The specification (Figure 5) states Stot herm classic has been used.



Figure 3 – Photo of damaged corner of render exposing EPS insulation.

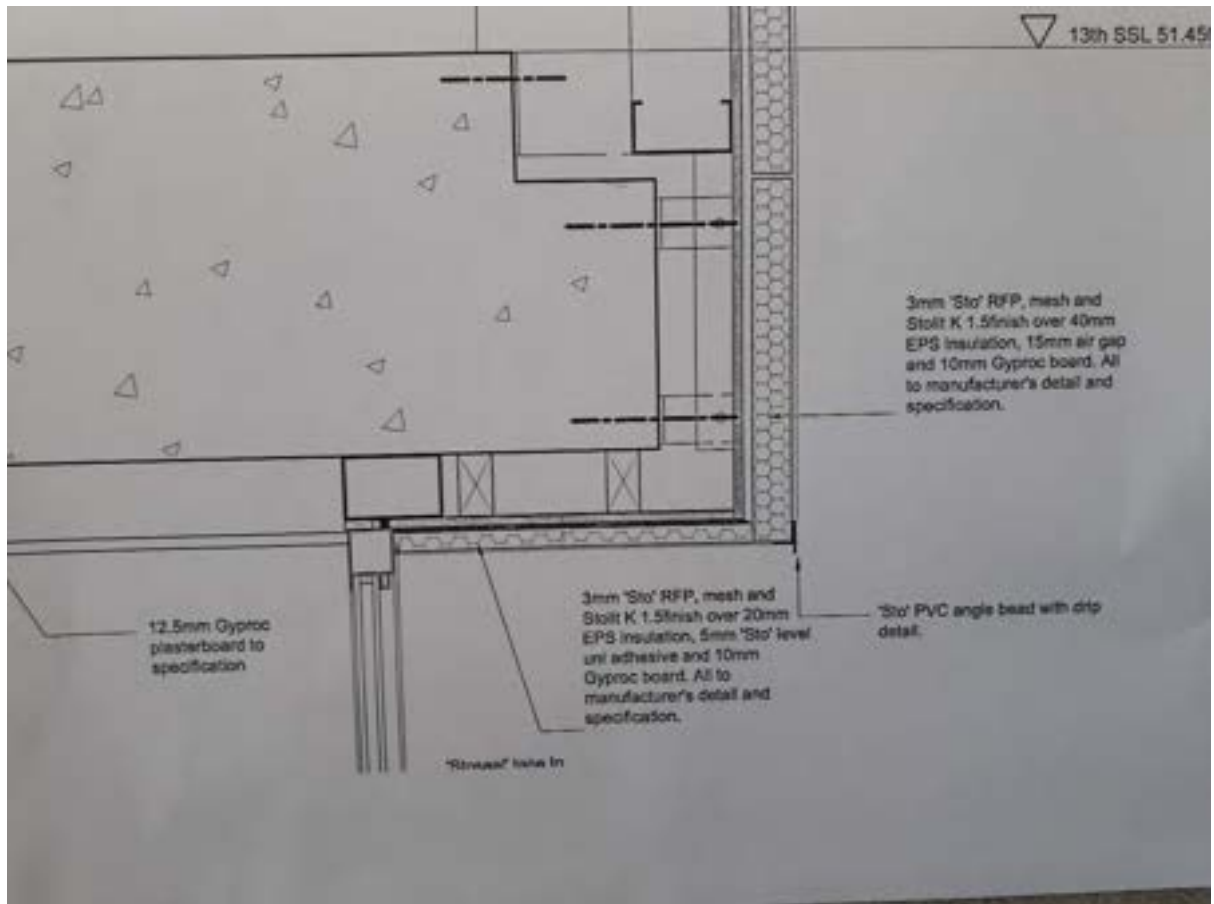


Figure 4 – Section detail – showing Sto Render.

**M21 Insulation with Rendered Finish**  
**To be read with Preliminaries/General Conditions**

**GENERAL/SYSTEM REQUIREMENTS**

- 120 Survey of Insulation Support Frame  
 Before commencement of work, carry out a survey to confirm insulation support rails are suitable for application of external wall insulation system and submit a report covering all relevant matters listed below:-
- i) Form and Condition of the insulation support frame.
  - ii) A schedule of repairs/additional works necessary to render the frame suitable to receive the system.
  - iii) Proposals for treatment of potential cold bridges e.g. reveals, concrete floor edges.
  - iv) Any other information considered relevant.

**REMEDIAL WORK**

- 150 Remedial work shown to be necessary to the framing system by the preliminary survey will be the responsibility of the framing system installer.

**EXTERNAL WALL INSULATION SYSTEM**

- 220 Manufacturer and Reference: Sto Therm Classic External Wall Insulation System or similar approved.

|                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|---------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Structural Background:    | Rail supported system                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Preparation:              | None Required                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Pre-treatment:            | Fungicidal wash if recommended by System Manufacturer                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Insulation Support Rails: | Metsec frame or similar approved. <ul style="list-style-type: none"> <li>- Vertical members at 400 centres</li> <li>- Fixing via cleats to existing concrete structural frame to engineers approval</li> </ul>                                                                                                                                                                                                                                                                                           |
| Insulation:               | <ul style="list-style-type: none"> <li>- 70mm thick board, 15kg/m<sup>3</sup> average density to BS3837:Part 1: 1986.</li> <li>- Thermal Resistance (U-Value): 0.037 W/m<sup>2</sup>°C</li> <li>- Fire Resistance of system to be Class O.</li> <li>- Insulation to be via mechanical fixings (as approved by System Manufacturer) to CA approval. Mechanical fixings must provide adequate pull out resistance to wind loads, dead loads, bending loads and meet requirements of resistance.</li> </ul> |
| Beads/Trims               | <ul style="list-style-type: none"> <li>- Insulation layer is to be CFC/HCFC free</li> <li>- All beads/trims to be polyester coated aluminium fixed to frame via stainless steel screws to system manufacturer design and CA approval. Details of beads/trims profile placement within system to be provided and approved by CA.</li> <li>- Details of all movement joints required and placement within system to be provided and approved by CA.</li> </ul>                                             |
| Render Carrier            | <ul style="list-style-type: none"> <li>- A ready mixed, non-cementitious, 100% acrylic co-polymer emulsion based, water resistant, vapour permeable, glass fibre reinforced, non capillary action reinforcing coat (STO RFP or similar approved).</li> </ul>                                                                                                                                                                                                                                             |
| Reinforcement             | <ul style="list-style-type: none"> <li>- Sto Reinforcing Fibre Mesh or similar approved. For applications in high traffic, vandal prone and anticipated impact areas, additional reinforcement shall be StoArmor Mat or similar approved.</li> </ul>                                                                                                                                                                                                                                                     |
| Render/Finish             | <ul style="list-style-type: none"> <li>- Exterior ready mixed silicate based coloured render with 1.5mm textured finish.</li> <li>- Colour as indicated on drawings and to architect approval.</li> </ul>                                                                                                                                                                                                                                                                                                |

Figure 5 – Specification – Stotherm Classic.

## **Material 2 – Timber**

19mm thick timber cladding is installed on 50x50mm timber battens creating a 50mm void behind the timber. This is then on 18mm plyboard. Behind the ply we suspect there is rockwool or another inert material used (this needs to be checked), there is then fire check board as the internal face to the residents property.

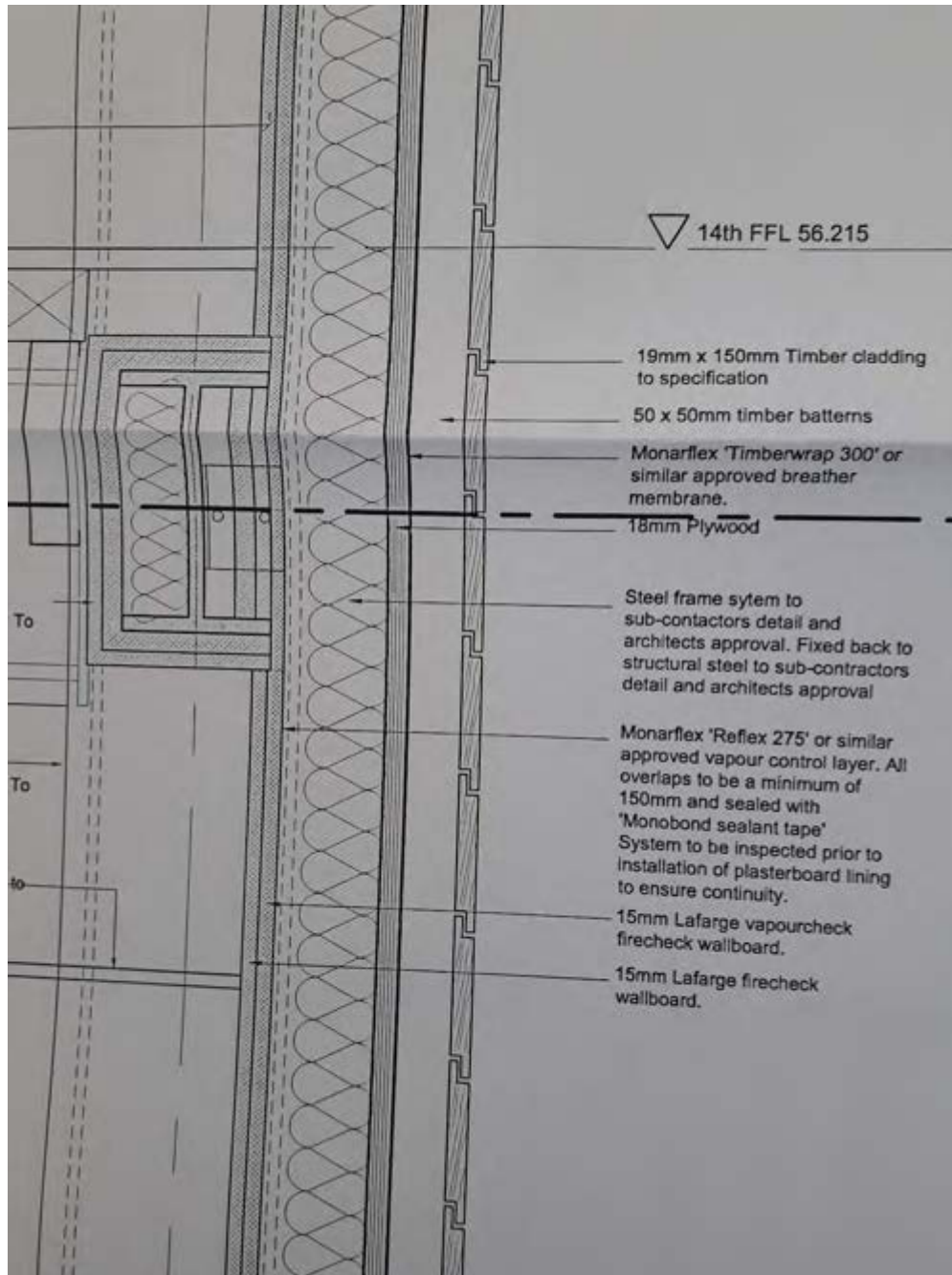


Figure 6 – Section through timber clad areas.

## **H21 TIMBER WEATHERBOARDING**

To be read with Preliminaries/General conditions.

### **110 TIMBER WEATHERBOARDING: Levels: ground – 9.**

- Base: Timber Battens.
- Breather membrane: As clause 130.
- Quality of timber and fixing: To BS 1186:Part 2.  
Species: IROKO  
Class: 1  
Profile: Refer dwgs (21) 01,02,10-15.  
Nominal size: 25 x 150 mm  
Moisture content at time of fixing: 13 to 19%.
- Preservative treatment: as section Z12 and British Wood Preserving and Damp-proofing Association Commodity Specification C6.
- Method of fixing to each support: mechanical fix, refer section Z20.

### **111 TIMBER WEATHERBOARDING: Levels: 10,11,12,13 and 14.**

- Base: Timber Battens.
- Breather membrane: As clause 130.
- Quality of timber and fixing: To BS 1186:Part 2.  
Species: IROKO (Refer to section Z12 for fire retardant treatment, section 40)  
Class: 1  
Profile: Refer dwgs (21) 01,02,10-15.  
Nominal size: 25 x 150 mm  
Moisture content at time of fixing: 13 to 19%.
- Preservative treatment: as section Z12 and British Wood Preserving and Damp-proofing Association Commodity Specification C6.
- Method of fixing to each support: mechanical fix, refer section Z20.

### **112 TIMBER WEATHERBOARDING: Car Park Screen.**

- Base: steel columns. (Refer to specification)
- Quality of timber and fixing: To BS 1186:Part 2.  
Species: 'Yellow Bilau'  
Profile: Refer dwgs (90)11-15  
Nominal size: 150 x 25 mm  
Moisture content at time of fixing: 13 to 19%.
- Preservative treatment: as section Z12 and British Wood Preserving and Damp-proofing Association Commodity Specification C6.
- Method of fixing to each support: mechanical fix, refer section Z20.

### **120 CONTROL SAMPLE:** Complete an area of the cladding in an approved location and obtain approval of appearance before proceeding.

### **130 BREATHER MEMBRANE:**

- Material: (A.2.2) Type 2 (BS 4016)  
Manufacturer and reference:
- Fix carefully and neatly to provide a complete barrier to water, snow and wind blown dust.
- Fix with galvanized, sherardized or stainless steel large head nails or stainless steel staples.
- Horizontal laps to be 100 mm, vertical laps 150 mm and staggered, to shed water away from substrate and structure.
- Ensure that membrane extends below lowest timber member and into reveals of openings.

Figure 7 – Specification – Timber weather boarding. – stating iroko to upper floors – this has then been painted with a class O finish to prevent the spread of flame.



Figure 8 – Example of timber cladding

### **Material 3 – Metal Cladding**

The metal cladding is only to the plant room walls on the roof. The cladding consists of a steel outer skin, with a 45mm PUR core (which is combustible), and a steel inner skin.

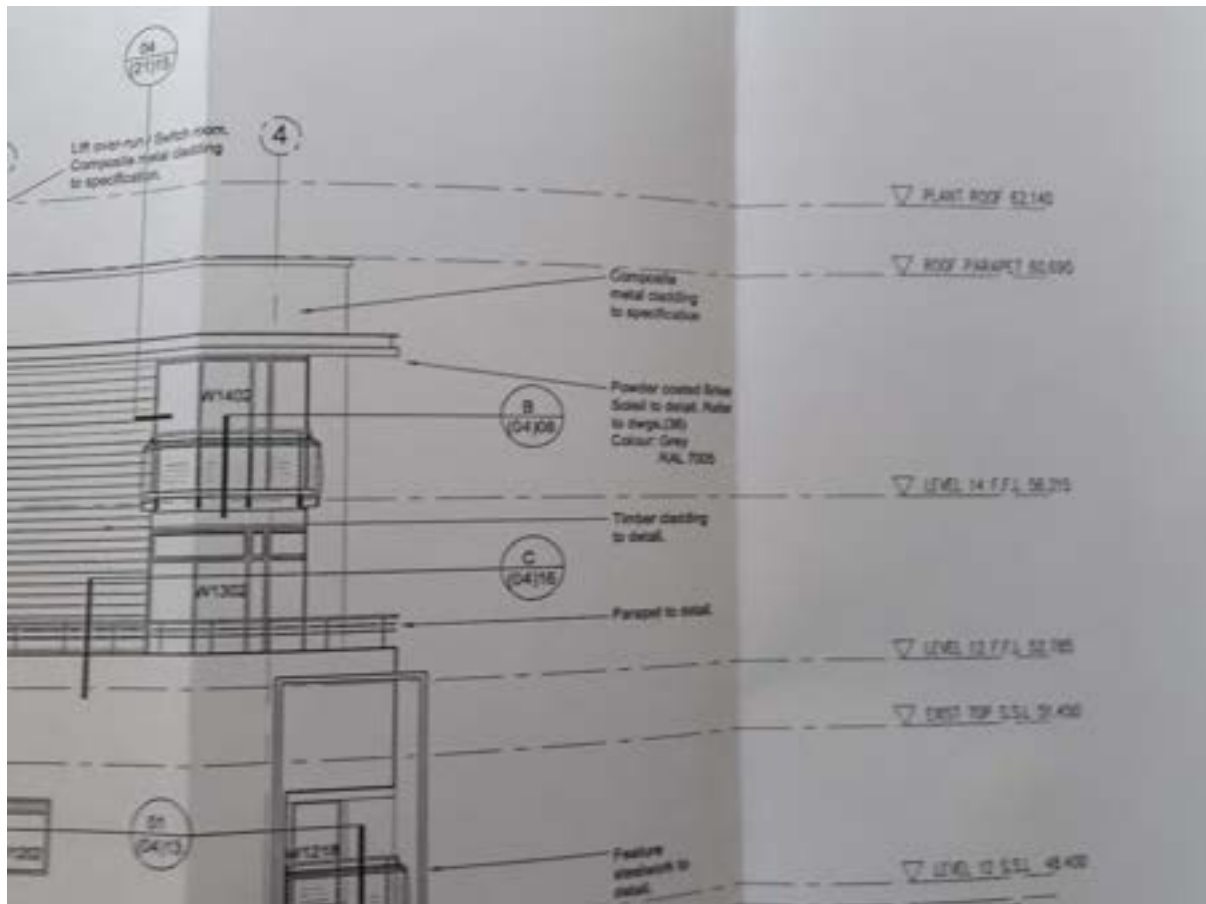


Figure 9 – Elevation drawing showing location of metal cladding to plant room on roof.

|     |                                                                                                                                                                                                                                                                                                                                                                      |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 121 | METAL CLADDING TO PLANT ROOM WALLS/ROOF PARAPET                                                                                                                                                                                                                                                                                                                      |
| -   | Supports: Steel Purlins<br>Bearing width: 65 mm<br>Pitch: 90 Deg                                                                                                                                                                                                                                                                                                     |
| -   | Panels:<br>Manufacturer and reference: Wards or Similar Approved, Reference DW1000A<br>External facing material: 0.7mm Zinc coated steel to BS EN0147 : 1992.<br>Finish/Colour: "Colorcoat HP S 2000" White SC<br>Internal facing material: 0.4mm zinc coated steel to BS EN0147 : 1992<br>Finish/Colour: Standard<br>Core insulation: PUR<br>Panel thickness: 45 mm |
| -   | Accessories: As clause 120                                                                                                                                                                                                                                                                                                                                           |
| -   | Primary cladding fasteners: As clause 120<br>Number and location of fasteners: To Manufacturers requirements                                                                                                                                                                                                                                                         |
| -   | Special features: CFC free insulant, to be overlaid with pre-patinated copper. Fixings to MR panel and copper to be agreed.                                                                                                                                                                                                                                          |

Figure 10 – Specification for metal cladding to plant room walls on roof.

## Balconies

The balconies are predominantly concrete which have been rendered under neath (see figure 4) to the corners, the balconies have steel framed projections. All balconies have steel balustrading and have timber decking.

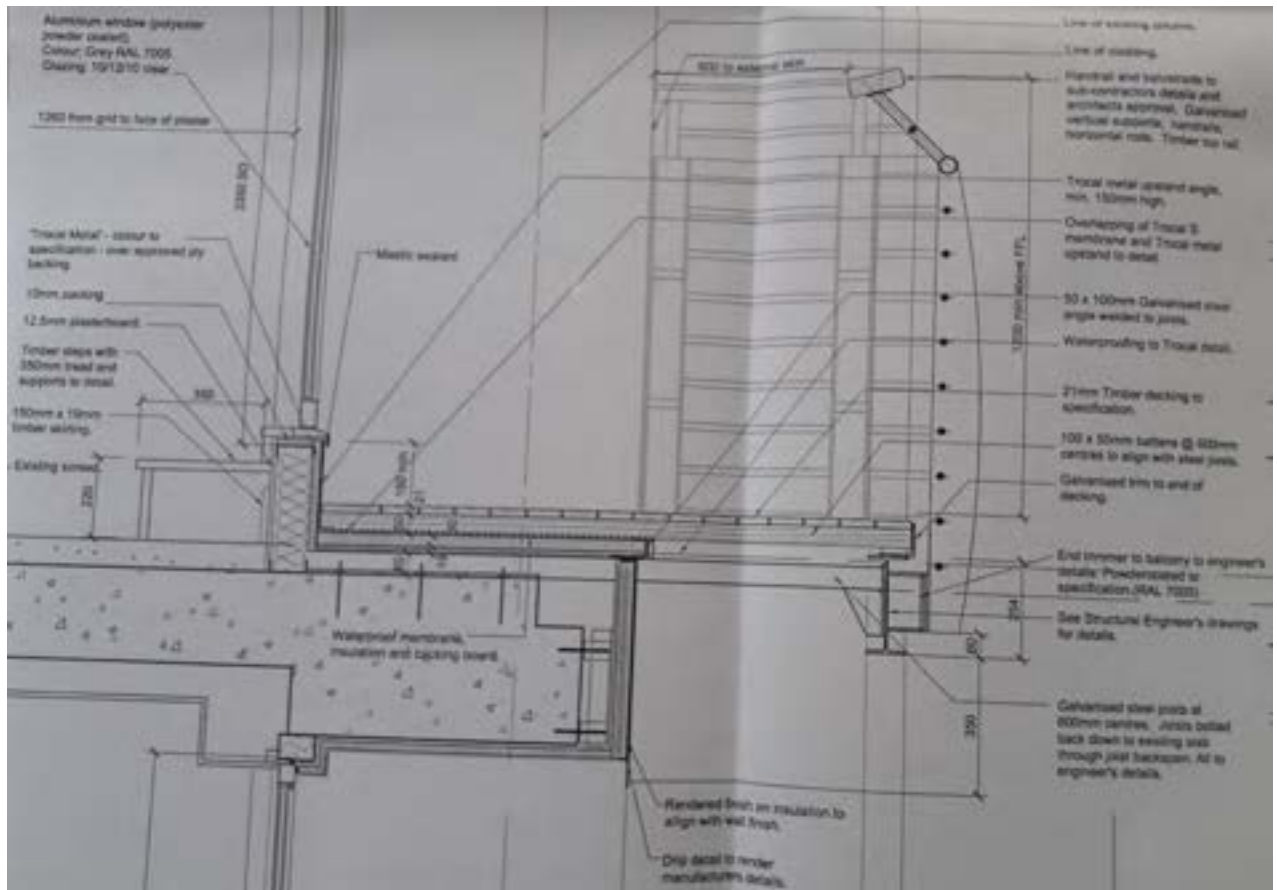


Figure 11 – Section through a balcony.



Figure 12 – Example of balcony

## Synopsis of issues

### Render - StoTherm Classic External Wall Insulation System

StoTherm external wall installation system has been said to be utilised.

The building was built in 2002, the BBA certificate that would have been used would have been the first one issued in 1995.

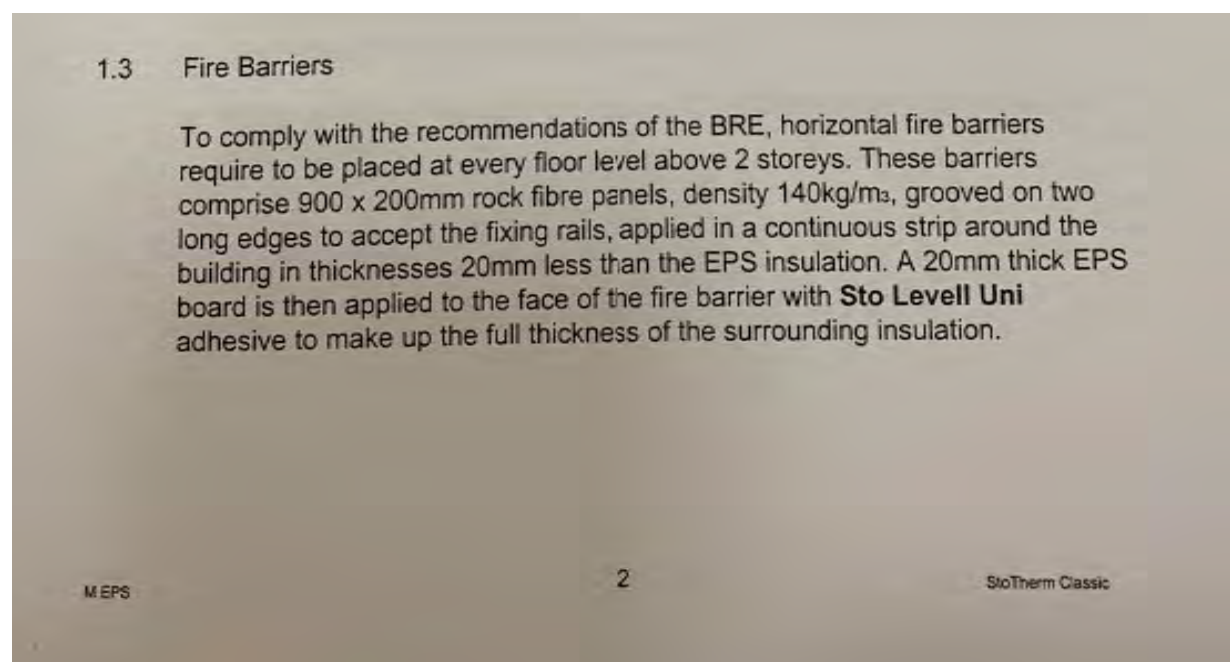
BBA Certification No 95/3132 First Issue 19th October 1995 (Revised)

4.1 The system would not be classified non-combustible when tested in accordance with BS 476: Part 4: 1970(1984).

4.2 The system is classified Class 0 as defined in paragraph A12 of Approved Document B to the Building Regulations 1991 (as amended 1994) (England and Wales), the Appendix to Part D of the Technical Standards for compliance with the Building Standards (Scotland) Regulations 1990 (as amended) and Section 2.4 of Technical Booklet E to the Building Regulations (Northern Ireland) 1994.

4.3 The behaviour in fire of external wall insulation systems is the subject of recommendations by the Building Research Establishment which, for the system, makes no restriction on the height of the building to be treated provided fire barriers are included at every floor level above the third storey. Although point 4.3 of the BBA certificates states that fire barriers are to be used at every floor level above the third story.

Documentation given by Sto on the system states, *to comply with the recommendations of the BRE, horizontal fire barriers require to be placed at every floor level above two storeys.*



BBA Certification No 95/3132 Amended 21<sup>st</sup> July 2017.

The second issue for this product was on the 8<sup>th</sup> of May 2012 but was subsequently updated on the 17<sup>th</sup> of July 2017. Below is the 2012 issue on behavior in relation to fire.

6.1 The reaction to fire classification of the system is B-s2, d0 in accordance with BS EN 13501-1: 2007.

6.2 The fire classification applies to the full range of insulation thicknesses covered by this Certificate.

6.3 The classification applies to the full range of colours and finishes (including renders) covered by this Certificate.

6.4 The EPS insulation material in isolation is not classified as non-combustible or of limited combustibility.

**6.5 The system is restricted for use in buildings up to 18-m in height.**

6.6 For houses in Scotland, and for all buildings in England and Wales and Northern Ireland, the system is suitable for use on, or at any distance from, the boundary.

6.7 For flats and maisonettes and non-domestic buildings in Scotland, the system is only suitable for use more than one metre from the boundary.

6.8 The system is not classified as non-combustible; therefore, calculations for unprotected areas may apply dependent on the fire resistance characteristics of the wall.

6.9 For application to second storey walls and above, it is recommended that the designer considers at least one stainless steel fixing per square metre, and fire barriers in line with compartment walls and floors as advised in BRE Report BR 135: 2013.

### **Timber Cladding**

The timber cladding and support system is combustible,

Whilst it states that the timber cladding was treated in a class 0 covering, this will have degraded by now and it would be impossible to reapply the covering to the rear of the boards without removing them

At the time of construction timber cladding would have been permitted **up to 18m** assuming it was a minimum of 9mm thick (which this is).

### **Steel Cladding**

The steel cladding is unknown currently and investigation would be required to comment.

### **Timber decking**

All balconies were constructed using timber battens and timber decking boards. There is no evidence that these products have been treated to reduce their combustibility. When this building was constructed, balconies were not regulated and so combustible materials were permitted to be used. The combustible products on the balconies would not however be permitted if constructed now.



# COMBINED FAÇADE AND FIRE SAFETY REPORT

## THE ASPECT

140 QUEEN STREET, CARDIFF CF10 2GP.

|                   |                             |
|-------------------|-----------------------------|
| Date carried out: | 21 <sup>st</sup> April 2021 |
| Report Number:    | DB/2855/21042021            |

FR Consultants Ltd  
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**Prepared for:**

The Aspect and FirstPort Property Services Limited  
c/o FirstPort Property Services Ltd  
Marlborough House  
Wigmore Place  
Wigmore Lane  
Luton  
LU2 9EX



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**Combined Report Prepared by:**

---

Name: Bruce Scott BSc (Hons) MRICS  
Position: Chartered Surveyor  
Date: 1<sup>st</sup> July 2021  
Signature: 

---

**Façade Report Element Authorised by:**

---

Name: Dorian Lawrence MCIOB CBuildE MCABE ASFE  
Position: Managing Director  
Date: 1<sup>st</sup> July 2021  
Signature: 

---

**Holistic Fire Engineering Element Prepared and Authorised by:**

---

Name: Adam Kiziak BSc (Hons), IEng, MIFireE, MIFSM, MSFPE  
Position: Incorporated Fire Engineer  
Date: 1<sup>st</sup> July 2021  
Signature: 

The report is made for use by The Aspect and FirstPort Property Services Limited and may only be distributed in its entirety, without amendment, and with attribution to FR Consultants Ltd to the extent permitted by the terms and conditions of the contract.



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## Document Control

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Initial Proposal Reference: FRC2855CS

| Version | Date of Issue | Issued by                                           | Amendments                                      |
|---------|---------------|-----------------------------------------------------|-------------------------------------------------|
| 001     | 01/07/2021    | Bruce Scott MRICS                                   | First Issue                                     |
| 001     | 01/07/2021    | Ant Attree                                          | Secondary Review                                |
| 001     | 01/07/2021    | Dorian Lawrence MCIOB CBuildE MCABE                 | Façade Report Approval                          |
| 001     | 01/07/2021    | Adam Kiziak BSc (Hons), IEng, MIFireE, MIFSM, MSFPE | Holistic Fire Safety Review and Recommendations |



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## I Terms of Reference

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### I.1 Mission Statement:

- I.1.1. FR Consultants have been instructed on behalf of The Aspect and FirstPort Property Services Limited to undertake an intrusive inspection of the external wall system and fixtures including all associated components on the property named The Aspect, in addition to undertaking a Holistic Fire Safety Review to comment on the existing building materials and make recommendations regarding interim measures and requirements to remediate items of risk resulting from the Ministry of Housing, Communities and Local Government (MHCLG) Guidance.

### I.2 Problem Statement:

- I.2.1. This investigation has been commissioned in response to the MHCLG Building Safety Programme which covers buildings in which overnight stays are required.

### I.3 Limitations:

- I.3.1. The data obtained in the investigation is limited to the findings in each precise location of inspection and cannot be used to confirm the absolute consistency of the façade in its entirety.
- I.3.2. All findings and comments are subject to any Building Control applications and approvals that have not been disclosed to FRC at the time of this report.
- I.3.3. Product manufacturers cannot be confirmed with absolute certainty unless the sampled materials viewed show evidence of product branding. Where product branding is absent or ambiguous, FRC will refer to as built drawings and specification contained in the O&M manuals, but this does not constitute confirmation of the brands of the products used in construction. Where a product's branding is absent FRC will state the expected combustibility-rating based on the known characteristics of the materials in use.
- I.3.4. FRC have endeavoured to review sample areas from various elevations and levels. However, the ability to do was subject to uncontrollable factors such as weather conditions. Such issues will be qualified in this report.
- I.3.5. Statements regarding the fire resistance of the external façade have been based on information provided, and typical expected resistances of materials and construction. They comprise a visual inspection of accessible areas only. No testing, measurements or calculations were carried out as part of this inspection.



- 1.3.6. The supporting evidence provided in this report has been selected to substantiate the statements made within its content. Additional photographs are available upon request.
- 1.3.7. It was not possible to verify that the observed conditions were applicable in all similar locations within the façade and therefore it cannot be assumed that are representative of the entire building envelope.
- 1.3.8. Where structure and façade elements were hidden by cladding and other coverings, the assessment was based on experience of similar buildings and construction. Where necessary, we may recommend further investigation for such items. If significant issues with the façade design beyond the scope of work have been identified, then the analysis of these defects will fall outside the scope of this commission. We will however provide comments based on our visual assessment of the issues.
- 1.3.9. An individual duty of care or responsibility does not extend, on a personal level, to any of our employees, signatories, partners, consultants, or directors. As such, any queries or amendments will be addressed on behalf of the company rather than any individual involved in the undertaking of our services.

#### 1.4 **Specific Issues to be Addressed:**

- 1.4.1. To comment on whether the construction of the External Wall and all its components are likely to comply with the MHCLG Guidance.
- 1.4.2. To comment on likely combustibility rating of the materials used in the construction of the façade and balconies and all their components.

#### 1.5 **Desired Outcomes:**

- 1.5.1. To provide comment on the combustibility rating of the materials used in the construction of the façade and provide recommendations of remedial works to bring any items of concern in line with MHCLG Guidance.
- 1.5.2. The issue of this report will be accompanied by a valid EWS1 Form signed by a suitably qualified professional.



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## 2 Scope of Works

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### 2.1 Scope of Survey - External Walls

- 2.1.1. To investigate each type of facade construction in sample areas, having regard to access restrictions.
- 2.1.2. To remove façade material in several areas as detailed below to enable review of the construction to those areas and expose Cavity Barriers, insulation, sub-base, and membrane. Opening of the façade may be preferable to taking samples.
- 2.1.3. To carry out sampling of areas clad with a temporary mill finish aluminium panels (not colour-matched).
- 2.1.4. To comment on type and combustibility of cladding, insulation, membrane, sub-base materials, and fixings / retainers used etc.
- 2.1.5. To comment on construction and presence of Cavity Barriers to inspection locations where they are required and include any remedial works required.
- 2.1.6. To comment on any other fire risks identified to the external facades.
- 2.1.7. To comment on the general workmanship of the construction of the façade where concerns are noted.
- 2.1.8. To carry out a review of the O & M manuals, if provided in electronic format.
- 2.1.9. To produce a report including technical data sheets where available and recommendations for remedial works.
- 2.1.10. Supply all sundries to carry out the investigations, such as rivets, fixings etc.

### 2.2 Scope of Survey - Holistic Fire Safety Review

- 2.2.1. Review of existing fire risk assessment.
- 2.2.2. Consideration of resident profiles; general needs housing, sheltered, supported living etc.
- 2.2.3. Review of findings of your initial report and investigations to confirm extent and locations of unsuitable façade materials.
- 2.2.4. Consideration of site issues; car parking, bin stores, occupancies below the property, and local hazards.
- 2.2.5. Review of means of escape.
- 2.2.6. Review of flat entrance doors.



- 2.2.7. Review of smoke control systems.
- 2.2.8. Confirmation of firefighting facilities provided.
- 2.2.9. Interim measures – comment on recommendations made within façade report.
- 2.2.10. As noted in the latest Government guidance, the following will also be taken into account:
  - a) The fire and rescue service attendance time.
  - b) The general fire precautions in the building.
  - c) The height of the building.
  - d) The provision of sprinklers or other automatic fire suppression systems.
  - e) The number of flats.
  - f) The ability of residents to evacuate the building without assistance.
  - g) The type of cladding system (i.e., Category 2 or 3 and type of insulation).
  - h) The extent of the cladding system.
  - i) The number of means of escape stairways.
  - j) The proximity of the cladding system to windows or vents within common parts, particularly the stairway(s).
  - k) The risk of external ignition of the cladding system (e.g., taking into account the height at which the cladding starts, proximity of cars etc. to the cladding).
  - l) The risk of internal ignition of the cladding system (e.g., from fires inside the building via unprotected window reveals and the proximity of ignition sources such as domestic appliances).
  - m) The collective effect of the fire safety measures.



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## 3 Standards and Legislation

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### 3.1 Regulatory Reform (Fire Safety) Order 2005

- 3.1.1. The Regulatory Reform (Fire Safety) Order 2005 is the applicable legislation relating to fire safety in non-domestic premises. Under the Fire Safety Order, the 'responsible person' is required to undertake a fire risk assessment of their premises, and to ensure appropriate fire safety provisions are in place. Whilst the legislation is not applicable to domestic premises, the common areas of blocks of flats does fall within the scope of the Fire Safety Order. On 19th March 2020, the Government introduced a proposed Fire Safety Bill, which will amend the Fire Safety Order to clarify that the responsible person for multi-occupied, residential buildings must manage and reduce the risk of fire for the structure and external walls of the building, including cladding, balconies, and windows.
- 3.1.2. The Fire Safety Order does not make reference to British Standards although following the recommendations given in a British Standard may be one way of demonstrating compliance with the Fire Safety Order.

### 3.2 Fire Safety in Purpose Built Blocks of Flats Guidance

- 3.2.1. This guide is intended to meet the needs of housing providers and enforcing authorities for guidance tailored to purpose-built blocks of flats. The document is a guide to ensuring adequate fire safety in purpose-built blocks of flats, regardless of age. Practical advice is offered on how to assess the risk from fire and how to manage fire safety in such buildings. The document also includes case studies based on the commonly found issues in blocks of flats, with suggested fire safety solutions.
- 3.2.2. The guide does not introduce new standards or regulations but builds on existing good practice and guidance currently in place. In particular, it will help landlords, managing agents, enforcing officers and those undertaking fire risk assessments to understand the legislative requirements relating to blocks of flats and to apply them in a consistent and reasonable manner. The document does not set prescriptive standards. Its aim is to provide guidance and recommendations for use when assessing the adequacy of existing fire safety provisions in purpose-built blocks of flats.
- 3.2.3. It is intended for buildings which have been constructed as purpose-built blocks of flats. It applies to existing blocks only. Fire safety design in new blocks of flats is governed by the Building Regulations 2010 but, once a block is occupied, this guide is applicable.



- 3.2.4. As the fire risk assessment is concerned with fire safety within the common parts, the flats themselves are outside the scope of the FSO. Accordingly, the scope of the fire risk assessment required by the FSO does not include measures to protect residents from a fire in their own flat.
- 3.2.5. With regards to compartmentation, the guidance states the following:
- 3.2.6. The external façades of blocks of flats should not provide potential for extensive fire spread. When assessing existing blocks of flats, particular attention should be given to any rainscreen or other external cladding system that has been applied and to façades that have been replaced.
- 3.2.7. The use of combustible cladding materials and extensive cavities can present a risk, particularly in high-rise blocks. Restrictions are normally applied to the nature of such materials and in particular their surface spread of flame characteristics. Cavity barriers are also required in some circumstances. Assistance from specialists may be required to determine if the external surfaces of walls are satisfactory and whether there is adequate provision of cavity barriers.

### 3.3 **Building Regulations & Approved Document B**

- 3.3.1. The Building Regulation relevant to external facades is B4(1).
- 3.3.2. 'The external walls of a building shall adequately resist the spread of the fire over the walls and from one building to another having regard to the height, use and position of the building.'
- 3.3.3. Approved Document B is one of a series of documents that give practical guidance about how to meet the requirements of the Building Regulations 2010 for England. These approved documents give guidance on each of the technical parts of the regulations. The approved documents provide guidance for common building situations. Document B relates to fire safety.
- 3.3.4. Approved Document B Volume I, 2019 edition, states the following in relation to external fire spread:
- 3.3.5. The external envelope of a building should not contribute to undue fire spread from one part of a building to another part. This intention can be met by constructing external walls so that both of the following are satisfied.
- 3.3.6. The risk of ignition by an external source to the outside surface of the building and spread of fire over the outside surface is restricted.
- 3.3.7. The materials used to construct external walls, and attachments to them, and how they are assembled do not contribute to the rate of fire spread up the outside of the building.



3.3.8. The extent to which this is necessary depends on the height and use of the building.

### 3.4 **MHCLG Consolidated Guidance**

- 3.4.1. In January 2020, the Governments expert advisory panel issued consolidated guidance 'Advice for Building Owners of Multi-storey, Multi-occupied Residential Buildings'. In support of the Building Safety Programme, the Independent Expert Advisory Panel has issued advice on the measures building owners should take to review ACM and other cladding systems to assess and assure their fire safety, and the potential risks to residents of external fire spread.
- 3.4.2. The advice represents the Expert Panel's position on the action that building owners should be taking immediately to address the risk of fire spread from unsafe external wall systems, and also covers other issues that have been previously the subject of Advice Notes.
- 3.4.3. External walls of residential buildings should not assist the spread of fire, irrespective of height. It is important therefore to understand both the materials used in the external wall construction and whether the entire system has been designed, installed, and maintained appropriately.
- 3.4.4. The advice is intended to assist building owners in assessing the safety of residential buildings. This advice does not replace or supersede requirements under the Building Act 1984, Housing Act 2004, or Regulatory Reform (Fire Safety) Order 2005.
- 3.4.5. When considering the risks building owners should consider the full range of risk factors. The Expert Panel's view is that the vulnerability of occupants is a significant factor in assessing this risk and, in some instances, may be more significant than building height.
- 3.4.6. For new residential buildings of 18 metres or more (or where building work is carried out on existing residential buildings of 18 metres or more), the government has introduced an effective ban, through an amendment to Regulation 7 of the Building Regulations 2010, on the use of combustible materials in external walls and specified attachments (including balconies, etc.). The ban limits the use of materials in the external wall and specified attachments to products achieving a classification of Class A1 or A2-s1, d0, subject to a number of specific exceptions.



### 3.5 RICS EWS1 Form

- 3.5.1. The Royal Institution of Chartered Surveyors (RICS), The Building Societies Association (BSA), and UK Finance have agreed a new industry-wide valuation process which will help people buy and sell homes and re-mortgage in buildings above 18 metres (six storeys).
- 3.5.2. RICS have led a cross-industry working group to consider best practice in the reporting and valuation of tall buildings within the secured lending arena, to agree a new standardised process. This is to be used by valuers, lenders, building owners and fire safety experts in the valuation of high-rise properties, with actual or potential combustible materials to external wall systems and balconies. This is endorsed by RICS, UK Finance, Buildings Societies Association, IRPM and ARMA. MHCLG are supportive of the approach.
- 3.5.3. The External Wall Fire Review process will require a fire safety assessment to be conducted by a suitably qualified and competent professional, delivering assurance for lenders, valuers, residents, buyers, and sellers. Only one assessment will be needed for each building, and this will be valid for five years.
- 3.5.4. The assessment of fire risk as described above includes that insofar as is necessary to ensure a reasonable standard of health and safety of those in and around the building, all external wall constructions, and any external attachments (e.g., balconies) of the building:
- a) Resist spread of fire and smoke so far as is reasonably necessary to inhibit the spread of fire within the building, and
  - b) Are constructed so that the unseen spread of fire and smoke within concealed spaces is inhibited, and
  - c) Adequately resist the spread of fire over the walls, having regard to the height, use and position of the building.
- 3.5.5. The assessment takes account of regulations and published design guidance as were current at the time of construction as well as those which are current at the time of this assessment. It cannot be guaranteed that it would address guidance and regulations which may be introduced in the future.



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## 4 O&Ms and As-Built Information

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### 4.1 Overview

- 4.1.1. Electronic O&M (Operations & Maintenance) Manuals and As-Built information were requested following acknowledgement of the Instruction to Survey and again upon submission of our OSR (On-Site Requirements) form with a view to considering and commenting on this information as part of our report. At the time of writing this report, despite these requests, no information has been made available to us to reference within.

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## 5 Site Plan and Elevations

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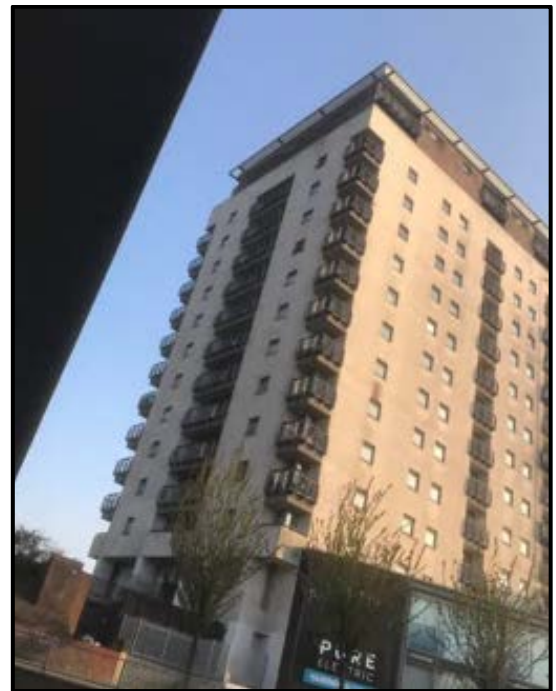
See Figure 5.1, Figure 5.2 and Figure 5.3.



**Figure 5.1** The above image demonstrates the area covered by the property.



**Figure 5.2: (Left) Part South-East facing elevations to The Aspect consisting of Render and Timber Cladding Panels and balconies. (Right) South-West and Part North-West facing elevations to The Aspect consisting of Render and Timber Cladding Panels and balconies.**



**Figure 5.3 : (Left) South-West and Part North-West facing elevations to The Aspect consisting of Render and Timber Cladding Panels and balconies. (Right) North-East and Part North-West facing elevations to The Aspect consisting of Render and Timber Cladding Panels and balconies.**



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## 6 Inspection Particulars and Premises Description

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- 6.1.1. The inspection was carried out on 21st April 2021. The location of the survey was The Aspect, 140 Queen Street, Cardiff CF10 2GP.
- 6.1.2. A total of 10 areas were inspected on the day from areas identified as of interest from satellite imagery and as outlined in our initial proposal FRC2855CS.
- 6.1.3. The Aspect is a purpose-built development located in Cardiff. The block is a 15-storey building with ground and 14 upper floors. There is a single protected central staircase that accesses all floors. 2 firefighting lifts are provided that also access all floors. The blocks have automatic smoke detection systems throughout that are activated by smoke detectors. The block also has sounders and manual call points on all floors. The property has commercial units on the ground floor; however they share no communal areas with the residential parts of the building. There is a bin store located on each floor in the lift lobby. The property has staff located on the ground floor that are on site 7am-9pm Monday-Friday and 8am-2pm on Saturdays. The alarm is linked to an Alarm Receiving Centre (ARC) who will assist in contacting the local F&RS.
- 6.1.4. It is not believed there are any dangerous substances stored on site. Only small quantities of cleaning products and other low-risk chemicals are likely to be stored, which do not present a hazard in terms of general fire precautions.
- 6.1.5. There are no communal cooking areas known. Each flat has its own kitchen where suitable fire detection will be in place.
- 6.1.6. The property does not have sprinklers, because of this, there are no active fire protection systems that would contain the fire from the façade.
- 6.1.7. Housekeeping was not reviewed as part of this assessment however the communal areas, the balconies and the areas in close proximity such as refuse areas must be monitored.
- 6.1.8. Good fire service access is available to the site from the main road, Station Terrace. The property is located on a busy road in Cardiff and access may be difficult during peak hours. A dry riser was identified in the lift lobbies on each floor.



- 6.1.9. The occupation of the property is general needs housing, so we have reasonably assumed that the occupants are a typical cross section of the general public. It was not reported that any residents are especially vulnerable or at risk; the premises do not provide sheltered or extra care housing support.
- 6.1.10. There is seen to be a medium risk of external ignition, as there is car parking immediately next to the building.
- 6.1.11. The premises are located within 0.8 miles from Cardiff Central Fire Station; although due to the size and nature of the property, Fire Brigade attendance would be provided from various stations and facilities based on operational mobilisation.



## 7 Inspection Summary - Area I

See Table 7.1.

| LOCATION OF INSPECTION                   |                               |
|------------------------------------------|-------------------------------|
| Floor Level                              | 5                             |
| Height of Inspection                     | Approximately 15.90m          |
| Elevation Facing                         | South-East                    |
| SURFACE MATERIALS                        |                               |
| Element/System                           | Render                        |
| Type                                     | Acrylic                       |
| Manufacturer (Product)                   | Unidentified                  |
| Does the panel have a core material      | Yes                           |
| Does the panel have a tested fire rating | Euroclass B (Surface Finish)  |
| SUPPORT FRAMEWORK                        |                               |
| Material                                 | SFS and Aluminium             |
| Type                                     | Rail System                   |
| SUBSTRATE/BACKBOARD                      |                               |
| Type                                     | Cement Particle               |
| Combustibility Rating                    | Euroclass A2                  |
| INSULATION (CORE)                        |                               |
| Type                                     | Expanded Polystyrene (EPS)    |
| Manufacturer (Product)                   | Unidentified                  |
| Combustibility Rating                    | Euroclass E                   |
| INSULATION (CAVITY)                      |                               |
| Type                                     | Mineral Wool                  |
| Combustibility Rating                    | Euroclass A1                  |
| CAVITY BARRIERS                          |                               |
| Vertical at compartment walls            | Not Required at this Location |
| Horizontal at floor slabs                | Not Required at this Location |
| Around openings in external walls        | Not Required at this Location |
| REMEDICATION                             |                               |
| Are remedial works Recommended?          | Yes                           |

Table 7.1: Inspection Summary - Area I



## 7.1 Photographic evidence for - Area I

IA



IB



IC



ID



IE



IF



IG



IH





II



**Table 7.2: Photographic evidence - Area I**

## 7.2 Findings

Refer to Table 7.2.

- 7.2.1. Area I was an intrusive inspection undertaken to the external render on the fifth-floor floor balcony return of the South-East facing elevation (see **photo IA**).
- 7.2.2. The render face was found to be a 3.5mm acrylic product that has been applied to 35mm thick expanded polystyrene (EPS) insulation, which was mounted to the structure using an SFS system running vertically and bolted back to the concrete column (see **photos IB, ID and IG**). The exact system could not be identified; therefore, we would recommend a sample is submitted to the BRE and a test is undertaken to confirm the system Euroclass rating.  
  
Typically, Acrylic renders achieve a rating of Euroclass A2 – Euroclass B. The EPS typically achieves a Euroclass performance of Euroclass E, or Euroclass F, depending on the presence of fire-retardant material.
- 7.2.3. Behind the EPS system is a small cavity of 20mm between the insulation and the 12mm Cement Particle Board Substrate (see **photos IC and IE**).
- 7.2.4. Beyond the Cement Particle Board is an empty cavity between the Concrete Column and SFS supporting the insulated render façade and Cement Particle Board. The Drywall construction can be seen within the cavity consisting of plasterboard and foil faced insulation together with mineral wool insulation abutting the column (see **photos IF and IH**).
- 7.2.5. Following completion of the inspection, the opening was filled with mineral wool insulation and sealed with waterproof mastic and a mechanically fixed, aluminium plate to prevent ingress (see **photo II**).



### 7.3 MHCLG Advice Notes:

- 7.3.1. According to diagram I of the MHCLG document Advice for Building Owners of Multi-storey, Multi-occupied Residential Buildings (**see Appendix D**), the advised course of action is as follows:
- 7.3.2. If the external wall insulation is not of European Class A2-s3, d2 or better.
- and
- 7.3.3. If the external wall system is not in line with one that has achieved a BR135 classification via a BS8414 test
- Then
- 7.3.4. Seek urgent professional advice on the measure(s) that need to be taken to ensure that the external walls meet an appropriate standard of fire safety. This may involve the **replacement of some or all of the materials in the external wall**. As part of the development of these measures, assess whether cavity barriers and fire stopping have been installed correctly, and whether the system has been maintained appropriately. **Consider whether short-term interim safety measures are required.** Carry out any remedial works required and update your fire risk assessment following the works.

### 7.4 Fire Engineer's Comments and Recommendation:

- 7.4.1. Thermoplastic products such as expanded polystyrene (EPS) will usually soften and melt in the early stages of a fire, creating a void behind the external render finish coat. The finish render coat will sag and crack without adequate fixings, thus providing a direct entry route for the fire to the insulation material. If suitable fire barriers and fixing details are not provided, rapid fire spread can occur immediately after the material ignites. The relatively low softening and melting points of EPS mean that damage can occur to the insulation layer well away from the seat of the fire.
- 7.4.2. The insulation to the render system has been identified as being a combustible expanded polystyrene system (EPS). The investigation also identified an SFS system with a cement particle board and mineral wool insulation in the cavity. Some EPS render systems have passed BS 8414 tests with cavity barriers in place, but all have a minimum render thickness of 6mm. Therefore, we recommend removing and replacing the system with one that achieves Euroclass A2 or better. Cavity barriers and fire breaks should be provided in line with the replacement system specification.



## 8 Inspection Summary - Area 2

See Table 8.1:

| LOCATION OF INSPECTION                   |                               |
|------------------------------------------|-------------------------------|
| Floor Level                              | 4                             |
| Height of Inspection                     | Approximately 12.90m          |
| Elevation Facing                         | South-East                    |
| SURFACE MATERIALS                        |                               |
| Element/System                           | Render                        |
| Type                                     | Acrylic                       |
| Manufacturer (Product)                   | Unidentified                  |
| Does the panel have a core material      | Yes – See Insulation (Core)   |
| Does the panel have a tested fire rating | Euroclass B (Surface Finish)  |
| SUPPORT FRAMEWORK                        |                               |
| Material                                 | SFS and Aluminium             |
| Type                                     | Rail System                   |
| INNER LEAF                               |                               |
| Type                                     | Cement Particle               |
| Combustibility Rating                    | Euroclass A2                  |
| INSULATION (CORE)                        |                               |
| Type                                     | Expanded Polystyrene (EPS)    |
| Combustibility Rating                    | Euroclass E                   |
| INSULATION (CAVITY)                      |                               |
| Type                                     | Mineral Wool                  |
| Combustibility Rating                    | Euroclass A1                  |
| CAVITY BARRIERS                          |                               |
| Vertical at compartment walls            | Not Required at this Location |
| Horizontal at floor slabs                | Not Required at this Location |
| Around openings in external walls        | Not Required at this Location |
| REMEDICATION                             |                               |
| Are remedial works Recommended?          | Yes                           |

**Table 8.1: Inspection Summary - Area 2**



## 8.1 Photographic evidence for Area 2

2A



2B



2C



2D



2E



2F



2G



2H



21



**Table 8.2: Photographic Evidence - Area 2**

## 8.2 Findings - Area 2

Refer to Table 8.2.

- 8.2.1. Area 2 was an intrusive inspection undertaken to the external render on the fourth floor of the South-East facing elevation (see **photos 2A** and **2B**).
- 8.2.2. The render face was found to be a 3.5mm acrylic product that has been applied to 40mm thick expanded polystyrene (EPS) insulation, which was mounted to the structure using an Aluminium rail system running horizontally (see **photos 2C** and **2F**).
- 8.2.3. Behind the EPS system is a small cavity between the insulation and the 10mm Cement Particle Board substrate, measuring approximately 20mm (see **photo 2E**).
- 8.2.4. To the rear of the CP board was a cavity of approximately 150mm; with a 40mm void to the front, a layer of 50mm mineral wool insulation a further 60mm void back to the foil backed plasterboard inner skin (see photos (see **photos 2D, 2G** and **2H**).
- 8.2.5. Following completion of the inspection, the opening was filled with mineral wool insulation, taped, and sealed with waterproof mastic and a mechanically fixed, aluminium plate to prevent ingress (see **photo 2I**).
- 8.2.6. As outlined in Area 1, the product is unconfirmed and only typical performance elements can be considered. Testing of the product installed is recommended to confirm the exact product performance.

## 8.3 MHCLG Advice Notes:

- 8.3.1. According to diagram 1 of the MHCLG document Advice for Building Owners of Multi-storey, Multi-occupied Residential Buildings (see **Appendix D**), the advised course of action is as follows:



8.3.2. If the external wall insulation is not of European Class A2-s3, d2 or better.

and

8.3.3. If the external wall system is not in line with one that has achieved a BR135 classification via a BS8414 test

Then

8.3.4. Seek urgent professional advice on the measure(s) that need to be taken to ensure that the external walls meet an appropriate standard of fire safety. This may involve the **replacement of some or all of the materials in the external wall**. As part of the development of these measures, assess whether cavity barriers and fire stopping have been installed correctly, and whether the system has been maintained appropriately. **Consider whether short-term interim safety measures are required**. Carry out any remedial works required and update your fire risk assessment following the works.

#### 8.4 Fire Engineer's Comment and Recommendation

8.4.1. Our comments are in line with that found in Area 1. EPS insulation has been used behind the render which is considered to be combustible. With no cavity barriers located in any areas of the render system, it is likely that the system would assist in external fire spread and is not acceptable. Although it is unlikely that fire would penetrate through the mineral wool and the cement particle board in place, there are windows and other penetrations as well as the balconies that would provide a direct route onto the render externally. Therefore, we recommend removing and replacing the cladding system with one that achieves Euroclass A2 or better. Cavity barriers and fire breaks should be provided in line with the replacement system specification.



## 9 Inspection Summary - Area 3

See Table 9.1.

| LOCATION OF INSPECTION                   |                                                    |
|------------------------------------------|----------------------------------------------------|
| Floor Level                              | I2                                                 |
| Height of Inspection                     | Approximately 38.00m                               |
| Elevation Facing                         | South-East                                         |
| SURFACE MATERIALS                        |                                                    |
| Element/System                           | Rainscreen Cladding                                |
| Type                                     | Timber                                             |
| Manufacturer (Product)                   | Unidentified                                       |
| Does the panel have a core material      | No                                                 |
| Does the panel have a tested fire rating | Euroclass B (if Fire Treated) Euroclass D (if not) |
| SUPPORT FRAMEWORK                        |                                                    |
| Material                                 | Timber                                             |
| Type                                     | Batten                                             |
| SUBSTRATE/BACKBOARD                      |                                                    |
| Type                                     | Plywood                                            |
| Manufacturer (Product)                   | Unidentified                                       |
| Combustibility Rating                    | Euroclass B – D                                    |
| INSULATION (CORE)                        |                                                    |
| Type                                     | None                                               |
| INSULATION (CAVITY)                      |                                                    |
| Type                                     | Mineral Wool                                       |
| Manufacturer (Product)                   | Unidentified                                       |
| Combustibility Rating                    | Euroclass A1                                       |
| CAVITY BARRIERS                          |                                                    |
| Vertical at compartment walls            | Polythene wrapped Fire Sock                        |
| Horizontal at floor slabs                | Not Required at this Location                      |
| Around openings in external walls        | Window Frame                                       |
| REMEDIATION                              |                                                    |
| Are remedial works Recommended?          | Yes                                                |

**Table 9.1: Inspection Summary - Area 3**



## 9.1 Photographic evidence for - Area 3

3A



3B



3C



3D



3E



3F



3G



3H



**3I****3J**

**Table 9.2: Photographic evidence - Area 3**

## 9.2 Findings

Refer to Table 9.2.

- 9.2.1. Area 3 was an intrusive inspection undertaken to the external rainscreen cladding on the twelfth floor, the penthouse house level of the South-East facing elevation (see **photo 3A**).
- 9.2.2. The cladding face was found to be a 22mm Timber product that has been applied to 50mm x 50mm timber bearers, on to a breather membrane encapsulated 18mm Timber Ply (see **photos 3B, 3C, 3G and 3H**).
- 9.2.3. Beyond the Timber Ply is a 95mm cavity containing 50mm of Mineral Wool Insulation back to the internal lining of foil backed plasterboard (see **photos 3E, 3I and 3J**).
- 9.2.4. Within the cavity is the Galvanized SFS that carries the internal plasterboard and the Timber Ply (see **photo 3F**).
- 9.2.5. A red polythene wrapped fire sock was evident to the left-hand side of the window pod at the junction of the compartment wall, that was screwed back to the SFS (see **photo 3D**).
- 9.2.6. Timber can vary depending on the exact product and the introduction of fire retardant, improving the performance of the material in the fire, however, it is generally accepted that timber which has been treated can achieve a rating of Euroclass B. To definitively confirm, we would recommend that the timber is tested to confirm its performance in relation to fire and for the presence of any fire-retardant chemical.
- 9.2.7. Following completion of the inspection, the opening was filled with mineral wool insulation and sealed with waterproof mastic and a mechanically fixed, aluminium plate to prevent ingress.



### 9.3 MHCLG Advice Notes:

- 9.3.1. According to diagram I of the MHCLG document Advice for Building Owners of Multi-storey, Multi-occupied Residential Buildings (see **Appendix D**), the advised course of action is as follows:
- 9.3.2. If the external wall insulation is of European Class A2-s3, d2 or better.
- and
- 9.3.3. If the cladding panels do not satisfy all of the following:
- a) i. European Class B-s3, d2 or better
  - b) ii. Any filler etc present within the panel is of limited combustibility.
  - c) iii. Assessed in line with paras 3.10 – 3.12 of the MHCLG advice notes.
- then
- 9.3.4. Seek urgent professional advice on the measure(s) that need to be taken to ensure that the external walls meet an appropriate standard of fire safety. This may involve the replacement of some or all of the materials in the external wall. As part of the development of these measures, assess whether cavity barriers and fire stopping have been installed correctly, and whether the system has been maintained appropriately. Consider whether short-term interim safety measures are required. Carry out any remedial works required and update your fire risk assessment following the works.

### 9.4 Fire Engineer's Comments and Recommendation:

- 9.4.1. Timber is not considered to be of limited combustibility or better. A breather membrane is in place that is encapsulated with timber ply. 50mm mineral wool insulation is then located in the 95mm cavity in front of a plasterboard inner wall. Untreated wood-based panels such as plywood, OSB, MDF & Chipboard typically achieve a Euroclass D or E rating and therefore are considered to be combustible. Although there is a red fire sock in place, there is a risk of external fire spread rendering this compartmentation ineffective. The timber is in place on the top 2 floors of the blocks. In combination with the EPS render, there is a significant risk of external fire spread. We recommend removing and replacing the combustible materials with those that achieve Euroclass A2 or better.



## 10 Inspection Summary - Area 4

See Table 10.1.

| LOCATION OF INSPECTION          |                      |
|---------------------------------|----------------------|
| Floor Level                     | 12                   |
| Height of Inspection            | Approximately 36.00m |
| Elevation Facing                | South-East           |
| STRUCTURE                       |                      |
| Element/System                  | Roof Terrace/Balcony |
| Type                            | Cantilever           |
| Manufacturer (Product)          | Unidentified         |
| BALUSTRADE                      |                      |
| Material                        | Steel                |
| Type                            | Railings             |
| Combustibility Rating           | Euroclass A1         |
| SUPPORT FRAMEWORK               |                      |
| Material                        | Concrete             |
| Type                            | Frame                |
| Combustibility Rating           | Euroclass A1         |
| RAILINGS                        |                      |
| Type                            | Steel                |
| Manufacturer (Product)          | Unidentified         |
| Combustibility Rating           | Euroclass A1         |
| DECKING                         |                      |
| Type                            | Concrete Pavements   |
| Manufacturer (Product)          | Unidentified         |
| Combustibility Rating           | Euroclass A1         |
| SOFFIT                          |                      |
| Type                            | Concrete             |
| Combustibility Rating           | Euroclass A1         |
| REMEDICATION                    |                      |
| Are remedial works recommended? | Yes                  |

**Table 10.1: Inspection Summary - Area 4**



## 10.1 Photographic Evidence - Area 4

4A



4B



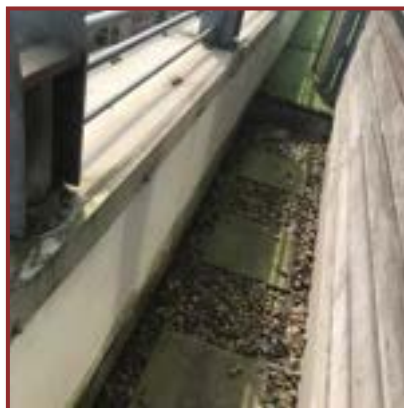
4C



4D



4E



4F



4G





**Table 10.2: Photographic Evidence - Area 4**

## **10.2 Findings - Area 4**

Refer to Table 10.2.

- 10.2.1. Area 4 was a non-intrusive visual inspection carried out to the 12th floor penthouse level cantilever balcony/roof terrace on the South-East facing elevation (see **photo 4A**).
- 10.2.2. The Balcony was constructed off of the Concrete floor slab, with a render coated parapet wall and steel railings and balustrade (see **photos 4B** and **4F**).
- 10.2.3. The floor of the Balcony was a concrete slab which had been decked with concrete paviours with a gravel surround; in places this detail had been covered in artificial grass (see **photos 4C** and **4F**).
- 10.2.4. The concrete slab formed the lower soffit to the balcony with the main penthouse façade set back from the main façade; shallower balconies constructed with a steel frame and decked in timber decking were evident above (see **photos 4D** and **4G**).
- 10.2.5. The adjacent façade of the penthouse level is mainly of Timber with Aluminium window and door pods (see **photos 4B** and **4G**).

## **10.3 MHCLG Advice Notes:**

- 10.3.1. Advice for Building Owners of Multi-storey, Multi-occupied Residential Buildings (**Appendix A**) state,  
“External walls of buildings, of any height, should not assist the spread of fire, in accordance with the functional Requirement B4 of Schedule 1 to the Building Regulations. Balconies made with combustible materials are a potential source of rapid fire spread on the external wall of residential buildings.”  
  
and
- 10.3.2. “It is the view of the Expert Panel that as a result the design of balconies should not assist fire spread along the external wall. Balconies including combustible materials may not meet an appropriate standard of safety and could pose a risk to the health and safety of residents and other building users.”  
  
and
- 10.3.3. “The view of the Expert Panel is that the removal and replacement of any combustible material used in balcony construction is the clearest way to prevent external fire spread from balconies and therefore to meet the intention of building regulation requirements and this should occur as soon as practical.”



#### 10.4 **Fire Engineer's Comment and Recommendation**

- 10.4.1. The 12<sup>th</sup> floor slab was constructed of concrete with the balustrades and the railings being constructed of steel. No combustible materials were identified for this section. However, on the floor above, exposed timber decking is in place. In line with Area 9 of this report, the exposed timber decking provides a route for rapid fire spread. The timber decking should be removed and replaced with materials that achieve Euroclass A2 or better.
- 10.4.2. Human factor plays a large part in the cause of fire. Residents should be reminded of their responsibilities regarding reducing the risk of fire spread.



## II Inspection Summary - Area 5

See Table II.1.

| LOCATION OF INSPECTION                   |                               |
|------------------------------------------|-------------------------------|
| Floor Level                              | 3                             |
| Height of Inspection                     | Approximately 13.00m          |
| Elevation Facing                         | South-East                    |
| SURFACE MATERIALS                        |                               |
| Element/System                           | Render                        |
| Type                                     | Acrylic                       |
| Manufacturer (Product)                   | Unidentified                  |
| Does the panel have a core material      | Yes                           |
| Does the panel have a tested fire rating | Euroclass B (Surface Finish)  |
| SUPPORT FRAMEWORK                        |                               |
| Material                                 | SFS and Aluminium             |
| Type                                     | Rail System                   |
| SUBSTRATE/BACKBOARD                      |                               |
| Type                                     | Cement Particle               |
| Combustibility Rating                    | Euroclass A2                  |
| INSULATION (CORE)                        |                               |
| Type                                     | Expanded Polystyrene (EPS)    |
| Combustibility Rating                    | Euroclass E                   |
| INSULATION (CAVITY)                      |                               |
| Type                                     | Mineral Wool                  |
| Manufacturer (Product)                   | Unidentified                  |
| Combustibility Rating                    | Euroclass A1                  |
| CAVITY BARRIERS                          |                               |
| Vertical at compartment walls            | Not Required at this Location |
| Horizontal at floor slabs                | Not Identified                |
| Around openings in external walls        | Not Required at this Location |
| REMEDICATION                             |                               |
| Are remedial works Recommended?          | Yes                           |

**Table II.1: Inspection Summary - Area 5**



### 11.1 Photographic evidence for - Area 5

5A



5B



5C



5D



5E



5F



5G



5H





51



**Table 11.2: Photographic evidence - Area 5**

## 11.2 Findings

Refer to Table 11.2.

- 11.2.1. Area 5 (identified as Area 4 on the proposal) was an intrusive inspection undertaken to the external render on the third floor of the South-East facing elevation (see **photo 5A**). Area 5 as identified on the proposal could not be accessed at the time of our survey, but was consistent with other areas in our report, namely **Area 2** within this report.
- 11.2.2. The render face was found to be a 4mm acrylic product that has been applied to 40mm thick expanded polystyrene (EPS) insulation, which was mounted to the structure using an SFS system with the base frame running horizontally (see **photos 5B, 5C, 5D, 5E and 5F**).
- 11.2.3. Behind the EPS system is a small cavity of 20mm between the insulation and the 10mm Cement Particle Board Substrate (see **photo 5G**).
- 11.2.4. Beyond the Cement Particle Board is an empty cavity of 60mm before a layer of 40mm mineral wool insulation ahead of a further 50mm empty cavity before the internal plasterboard inner skin; a combination of plasterboard finishes was evident of moisture resistant, foil backed and standard finishes (see **photo 5I**).
- 11.2.5. No cavity barriers, horizontal or vertical were evident at the time of our inspection, with only the base rails from the SFS closing the horizontal cavity (see **photo 5H**).
- 11.2.6. Following completion of the inspection, the opening was filled with mineral wool insulation and sealed with waterproof mastic and a mechanically fixed, aluminium plate to prevent ingress.



### 11.3 MHCLG Advice Notes:

- 11.3.1. According to diagram 1 of the MHCLG document Advice for Building Owners of Multi-storey, Multi-occupied Residential Buildings (**Appendix D**), the advised course of action is as follows:
- 11.3.2. If the external wall insulation is not of European Class A2-s3, d2 or better.
- and
- 11.3.3. If the external wall system is not in line with one that has achieved a BR135 classification via a BS8414 test
- Then
- 11.3.4. Seek urgent professional advice on the measure(s) that need to be taken to ensure that the external walls meet an appropriate standard of fire safety. This may involve the **replacement of some or all of the materials in the external wall**. As part of the development of these measures, assess whether cavity barriers and fire stopping have been installed correctly, and whether the system has been maintained appropriately. **Consider whether short-term interim safety measures are required**. Carry out any remedial works required and update your fire risk assessment following the works.

### 11.4 Fire Engineer's Comments and Recommendation:

- 11.4.1. Our comments are in line with those stated in Area 1 of this report. EPS insulation has been identified behind the render. EPS typically achieves a Euroclass performance of Euroclass E, or Euroclass F, depending on the presence of fire-retardant material and therefore is considered to be combustible. Therefore, we recommend removing and replacing the cladding system with one that achieves Euroclass A2 or better. Cavity barriers and fire breaks should be provided in line with the replacement system specification. The operative noted that no horizontal fire barriers were in place which suggests that even if any test evidence is provided, the required design of the system not been followed.



## 12 Inspection Summary - Area 6

See Table 12.1.

| LOCATION OF INSPECTION                   |                                                    |
|------------------------------------------|----------------------------------------------------|
| Floor Level                              | 12                                                 |
| Height of Inspection                     | Approximately 38.00m                               |
| Elevation Facing                         | North-East                                         |
| SURFACE MATERIALS                        |                                                    |
| Element/System                           | Rainscreen Cladding                                |
| Type                                     | Timber                                             |
| Manufacturer (Product)                   | Unidentified                                       |
| Does the panel have a core material      | No                                                 |
| Does the panel have a tested fire rating | Euroclass B (if Fire Treated) Euroclass D (if not) |
| SUPPORT FRAMEWORK                        |                                                    |
| Material                                 | Timber                                             |
| Type                                     | Batten                                             |
| SUBSTRATE/BACKBOARD                      |                                                    |
| Type                                     | Plywood                                            |
| Manufacturer (Product)                   | Unidentified                                       |
| Combustibility Rating                    | Euroclass B - D                                    |
| INSULATION (CORE)                        |                                                    |
| Type                                     | None                                               |
| INSULATION (CAVITY)                      |                                                    |
| Type                                     | Mineral Wool                                       |
| Combustibility Rating                    | Euroclass A1                                       |
| CAVITY BARRIERS                          |                                                    |
| Vertical at compartment walls            | Polythene wrapped Fire Sock                        |
| Horizontal at floor slabs                | Not Required at this Location                      |
| Around openings in external walls        | Window Frame                                       |
| REMEDIATION                              |                                                    |
| Are remedial works Recommended?          | Yes                                                |

**Table 12.1: Inspection Summary - Area 6**



## 12.1 Photographic evidence for - Area 6

6A



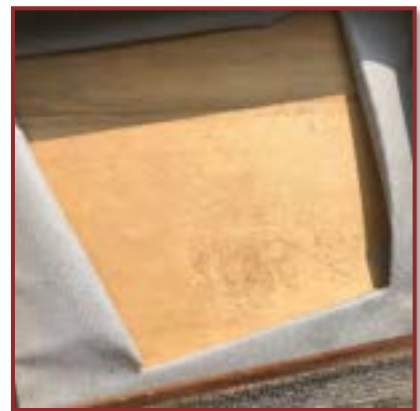
6B



6C



6D



6E



6F



6G



6H



**6I****6J**

**Table 12.2: Photographic evidence - Area 6**

## 12.2 Findings

Refer to Table 12.2.

- 12.2.1. Area 6 was an intrusive inspection undertaken to the external rainscreen cladding on the twelfth floor, the penthouse house level of the North-East facing elevation (see **photo 6A**).
- 12.2.2. The cladding face, similar to Area 3, was found to be a 22mm Timber product that has been applied to 50mm x 50mm timber bearers, on to a breather membrane encapsulated 18mm Timber Ply (see **photos 6B, 6C, 6D and 6I**).
- 12.2.3. Beyond the Timber Ply is a 95mm cavity containing 50mm of Mineral Wool Insulation back to the internal lining of foil backed plasterboard (see **photos 6E, 6G and 6H**).
- 12.2.4. Within the cavity is the Galvanized SFS that carries the internal plasterboard and the Timber Ply (see **photo 6F**).
- 12.2.5. A red polythene wrapped fire sock was evident to the left-hand side of the window pod at the junction of the compartment wall (see **photo 6B**).
- 12.2.6. The exact performance of the timber would require confirmation of the product and fire treatment received; however this is unconfirmed due to the absence of any as-built information.
- 12.2.7. Following completion of the inspection, the opening was filled with mineral wool insulation, taped, and sealed with waterproof mastic and a mechanically fixed, aluminium plate to prevent ingress (see **photo 6J**).



### 12.3 MHCLG Advice Notes:

- 12.3.1. According to diagram 1 of the MHCLG document Advice for Building Owners of Multi-storey, Multi-occupied Residential Buildings (see **Appendix D**), the advised course of action is as follows:
- 12.3.2. If the external wall insulation is of European Class A2-s3, d2 or better.
- and
- 12.3.3. If the cladding panels do not satisfy all of the following:
- a) European Class B-s3, d2 or better
  - b) Any filler etc present within the panel is of limited combustibility.
  - c) Assessed in line with paras 3.10 – 3.12 of the MHCLG advice notes.
- then
- 12.3.4. Seek urgent professional advice on the measure(s) that need to be taken to ensure that the external walls meet an appropriate standard of fire safety. This may involve the replacement of some or all of the materials in the external wall. As part of the development of these measures, assess whether cavity barriers and fire stopping have been installed correctly, and whether the system has been maintained appropriately. Consider whether short-term interim safety measures are required. Carry out any remedial works required and update your fire risk assessment following the works.

### 12.4 Fire Engineer's Comments and Recommendation:

- 12.4.1. Our comments are in line with Area 3. Timber is not a material of limited combustibility. The cladding is in place on the top 2 floors and is immediately above the EPS render system. There is a significant risk of external fire spread from the timber which is unacceptable. We recommend removing and replacing the combustible materials with those that achieve Euroclass A2 or better.



## 13 Inspection Summary - Area 7

See Table 13.1.

| LOCATION OF INSPECTION                   |                               |
|------------------------------------------|-------------------------------|
| Floor Level                              | 7                             |
| Height of Inspection                     | Approximately 21.00m          |
| Elevation Facing                         | North-West                    |
| SURFACE MATERIALS                        |                               |
| Element/System                           | Render                        |
| Type                                     | Acrylic                       |
| Manufacturer (Product)                   | Unidentified                  |
| Does the panel have a core material      | Yes                           |
| Does the panel have a tested fire rating | Euroclass B (Surface Finish)  |
| SUPPORT FRAMEWORK                        |                               |
| Material                                 | SFS and Aluminium             |
| Type                                     | Rail System                   |
| SUBSTRATE/BACKBOARD                      |                               |
| Type                                     | Cement Particle               |
| Combustibility Rating                    | Euroclass A2                  |
| INSULATION (CORE)                        |                               |
| Type                                     | Expanded Polystyrene (EPS)    |
| Combustibility Rating                    | Euroclass E                   |
| INSULATION (CAVITY)                      |                               |
| Type                                     | Mineral Wool                  |
| Manufacturer (Product)                   | Unidentified                  |
| Combustibility Rating                    | Euroclass A1                  |
| CAVITY BARRIERS                          |                               |
| Vertical at compartment walls            | Not Required at this Location |
| Horizontal at floor slabs                | Not Required at this Location |
| Around openings in external walls        | Not Required at this Location |
| REMEDICATION                             |                               |
| Are remedial works Recommended?          | Yes                           |

**Table 13.1: Inspection Summary - Area 7**



### 13.1 Photographic evidence for - Area 7

**7A****7B****7C****7D****7E****7F**

**Table 13.2: Photographic evidence - Area 7**



## 13.2 Findings

Refer to Table 13.2.

- 13.2.1. Area 7 was an intrusive inspection undertaken to the external render on the seventh-floor floor balcony return of the North-West facing elevation (see **photo 7A**).
- 13.2.2. The render face was found to be a 4mm acrylic product that has been applied to 40mm thick expanded polystyrene (EPS) insulation, which was glued onto to the 9mm Cement Particle Board substrate (see **photos 7B, 7C and 7D**).
- 13.2.3. Behind the Cement Particle Board Substrate is the Concrete Column of the Building's superstructure (see **photo 7E**).
- 13.2.4. Further inspection to the left-hand side of the column and through endoscope footage, identified the drywall system immediately adjacent the column. To the left-hand side, a layer of 40mm Mineral Wool Insulation could be seen within an overall cavity of approximately 150mm back to the seemingly lightweight SFS/metal stud of the Drywall and plasterboard section to the right-hand side (see **photo 7F**).
- 13.2.5. Following completion of the inspection, the opening was filled with mineral wool insulation and sealed with waterproof mastic and a mechanically fixed, aluminium plate to prevent ingress.

## 13.3 MHCLG Advice Notes:

- 13.3.1. According to diagram I of the MHCLG document Advice for Building Owners of Multi-storey, Multi-occupied Residential Buildings (see **Appendix D**), the advised course of action is as follows:
- 13.3.2. If the external wall insulation is not of European Class A2-s3, d2 or better.  
  
and
- 13.3.3. If the external wall system is not in line with one that has achieved a BR135 classification via a BS8414 test  
  
Then
- 13.3.4. Seek urgent professional advice on the measure(s) that need to be taken to ensure that the external walls meet an appropriate standard of fire safety. This may involve the **replacement of some or all of the materials in the external wall**. As part of the development of these measures, assess whether cavity barriers and fire stopping have been installed correctly, and whether the system has been maintained appropriately. **Consider whether short-term interim safety measures are required**. Carry out any remedial works required and update your fire risk assessment following the works.



### 13.4 Fire Engineer's Comments and Recommendation:

- 13.4.1. Our comments are in line with that found in Area 1. The insulation used is EPS which typically achieves Euroclass E. No fire breaks were identified in any investigation to the EVI render sections. Some EPS render systems have successfully passed BS 8414 tests; however the render thickness is at least 6mm. Therefore, we recommend removing and replacing the cladding system with one that achieves Euroclass A2 or better. Cavity barriers and fire breaks should be provided in line with the replacement system specification.



## I4 Inspection Summary - Area 8

See Table I4.1.

| LOCATION OF INSPECTION                   |                               |
|------------------------------------------|-------------------------------|
| Floor Level                              | 6                             |
| Height of Inspection                     | Approximately 18.90m          |
| Elevation Facing                         | North-East                    |
| SURFACE MATERIALS                        |                               |
| Element/System                           | Render                        |
| Type                                     | Acrylic                       |
| Manufacturer (Product)                   | Unidentified                  |
| Does the panel have a core material      | Yes                           |
| Does the panel have a tested fire rating | Euroclass B (Surface Finish)  |
| SUPPORT FRAMEWORK                        |                               |
| Material                                 | SFS and Aluminium             |
| Type                                     | Rail System                   |
| SUBSTRATE/BACKBOARD                      |                               |
| Type                                     | Cement Particle               |
| Combustibility Rating                    | Euroclass A2                  |
| INSULATION (CORE)                        |                               |
| Type                                     | Expanded Polystyrene (EPS)    |
| Combustibility Rating                    | Euroclass E                   |
| INSULATION (CAVITY)                      |                               |
| Type                                     | Mineral Wool                  |
| Combustibility Rating                    | Euroclass A1                  |
| CAVITY BARRIERS                          |                               |
| Vertical at compartment walls            | Not Required at this Location |
| Horizontal at floor slabs                | Not Required at this Location |
| Around openings in external walls        | Not Required at this Location |
| REMEDICATION                             |                               |
| Are remedial works Recommended?          | Yes                           |

**Table I4.1: Inspection Summary - Area 8**



#### 14.1 Photographic evidence for - Area 8

8A



8B



8C



8D



8E



8F



Table 14.2: Photographic evidence - Area 8



## 14.2 Findings

Refer to Table 14.2.

- 14.2.1. Area 8 was an intrusive and drill test inspection undertaken to the external render on the sixth-floor balcony return of the North-East facing elevation (see **photo 8A**).
- 14.2.2. The render face was found to be a 3mm acrylic product that has been applied to 40mm thick expanded polystyrene (EPS) insulation, which was mounted to the structure using an SFS system running vertically and bolted back to the concrete column (see **photos 8B and 8C**).
- 14.2.3. As outlined in previous areas, it is recommended that the product is tested to provide exact product performance figures and not typical performance ratings.
- 14.2.4. Behind the EPS system is a small cavity of 7mm between the insulation and the 10mm Cement Particle Board Substrate (see **photo 8D**).
- 14.2.5. Beyond the Cement Particle Board is the Concrete Column to the building's superstructure (see **photo 8B**).
- 14.2.6. A drill test was carried out to the left-hand side of the column, where a vertical fire batt was identified between the column and the cement particle board of approximately 50mm, some 110mm from the face of the render. Beyond the Fire Batt, a similar make-up could be identified namely, to the left-hand side, a layer of 40mm Mineral Wool Insulation could be seen within an overall cavity of approximately 150mm back to the seemingly lightweight SFS/metal stud of the Drywall and plasterboard section to the right-hand side (see **photo 8E**).
- 14.2.7. Following completion of the inspection, the opening was filled with mineral wool insulation, taped, and sealed with waterproof mastic and a mechanically fixed, aluminium plate to prevent ingress (see **photo 8F**).

## 14.3 MHCLG Advice Notes:

- 14.3.1. According to diagram 1 of the MHCLG document Advice for Building Owners of Multi-storey, Multi-occupied Residential Buildings (see **Appendix D**), the advised course of action is as follows:
- 14.3.2. If the external wall insulation is not of European Class A2-s3, d2 or better.  
  
and
- 14.3.3. If the external wall system is not in line with one that has achieved a BR135 classification via a BS8414 test  
  
Then



14.3.4. Seek urgent professional advice on the measure(s) that need to be taken to ensure that the external walls meet an appropriate standard of fire safety. This may involve the **replacement of some or all of the materials in the external wall**. As part of the development of these measures, assess whether cavity barriers and fire stopping have been installed correctly, and whether the system has been maintained appropriately. **Consider whether short-term interim safety measures are required**. Carry out any remedial works required and update your fire risk assessment following the works.

#### 14.4 **Fire Engineer's Comments and Recommendation:**

14.4.1. Our comments are in line with that found in Area 1. EPS insulation is considered to be combustible with a Euroclass rating E when tested to BS EN 13501-1. No fire barriers were identified in this or other locations. Therefore, we recommend removing and replacing the cladding system with one that achieves Euroclass A2 or better. Cavity barriers and fire breaks should be provided in line with the replacement system specification.



## 15 Inspection Summary - Area 9

See Table 15.1.

| LOCATION OF INSPECTION          |                                                    |
|---------------------------------|----------------------------------------------------|
| Floor Level                     | 6                                                  |
| Height of Inspection            | Approximately 18.90m                               |
| Elevation Facing                | North-East                                         |
| STRUCTURE                       |                                                    |
| Element/System                  | Balcony                                            |
| Type                            | Cantilever                                         |
| Manufacturer (Product)          | Unidentified                                       |
| BALUSTRADE                      |                                                    |
| Material                        | Glass                                              |
| Type                            | Pane                                               |
| Combustibility Rating           | Euroclass A1                                       |
| SUPPORT FRAMEWORK               |                                                    |
| Material                        | Steel                                              |
| Type                            | Frame                                              |
| Combustibility Rating           | Euroclass A1                                       |
| RAILINGS                        |                                                    |
| Type                            | Steel                                              |
| Manufacturer (Product)          | Unidentified                                       |
| Combustibility Rating           | Euroclass A1                                       |
| DECKING                         |                                                    |
| Type                            | Timber                                             |
| Manufacturer (Product)          | Unidentified                                       |
| Combustibility Rating           | Euroclass B (if Fire Treated) Euroclass D (if not) |
| SOFFIT                          |                                                    |
| Type                            | Concrete                                           |
| Combustibility Rating           | Euroclass A1                                       |
| REMEDICATION                    |                                                    |
| Are remedial works recommended? | Yes                                                |

**Table 15.1: Inspection Summary - Area 9**



## 15.1 Photographic Evidence - Area 9

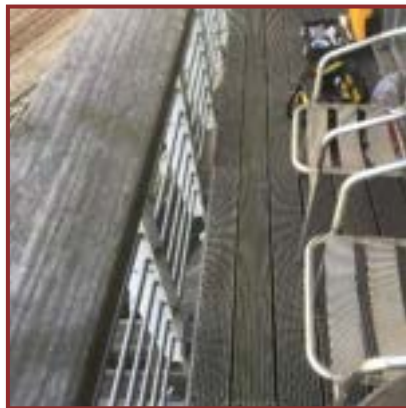
9A



9B



9C



9D



9E



9F



Table 15.2: Photographic Evidence - Area 9



## 15.2 Findings - Area 9

Refer to Table 15.2.

- 15.2.1. Area 9 was a non-intrusive visual inspection carried out to the Sixth-floor cantilever balcony on the North-East facing elevation, within the same location as Area 8 (see **photo 9A**).
- 15.2.2. The Balcony was constructed off the Concrete slab with a steel frame, bolted back to the building structure with a steel railing balustrade and timber handrail (see **photos 9B** and **9C**).
- 15.2.3. The floor of the Balcony was a concrete slab which had been decked with Timber decking on timber supports (see **photo 9D**).
- 15.2.4. The concrete slab formed the lower soffit to the balcony, which had had Render applied. We have assumed that this is an insulated render, similar to Areas of the façade (see **photo 9E**).
- 15.2.5. The balcony was enclosed on three sides with the adjacent facades of insulated render as described within **Area 8** and Timber Cladding together with Aluminium Window/Door Pods (see **photos 9E** and **9F**).

## 15.3 MHCLG Advice Notes:

- 15.3.1. Advice for Building Owners of Multi-storey, Multi-occupied Residential Buildings (**Appendix A**) state, “External walls of buildings, of any height, should not assist the spread of fire, in accordance with the functional Requirement B4 of Schedule 1 to the Building Regulations. Balconies made with combustible materials are a potential source of rapid fire spread on the external wall of residential buildings.”  
  
and
- 15.3.2. “It is the view of the Expert Panel that as a result the design of balconies should not assist fire spread along the external wall. Balconies including combustible materials may not meet an appropriate standard of safety and could pose a risk to the health and safety of residents and other building users.”  
  
and
- 15.3.3. “The view of the Expert Panel is that the removal and replacement of any combustible material used in balcony construction is the clearest way to prevent external fire spread from balconies and therefore to meet the intention of building regulation requirements and this should occur as soon as practical.”



#### 15.4 **Fire Engineer's Comment and Recommendation**

- 15.4.1. Timber is not a material of limited combustibility. The balconies had a solid soffit and were then exposed with no soffits on alternate floors. This means that there is a risk of external fire spread from the balconies that are vertically aligned with no solid soffits in place. It is recommended that the combustible materials are removed and replaced with materials that achieve Euroclass A2 or better.
- 15.4.2. Human factor plays a large part in the cause of fire. Residents should be reminded of their responsibilities regarding reducing the risk of fire spread.



## 16 Inspection Summary - Area 10

See Table 16.1.

| LOCATION OF INSPECTION                   |                                                    |
|------------------------------------------|----------------------------------------------------|
| Floor Level                              | 1st                                                |
| Height of Inspection                     | Approximately 38.00m                               |
| Elevation Facing                         | South-East                                         |
| SURFACE MATERIALS                        |                                                    |
| Element/System                           | Rainscreen Cladding                                |
| Type                                     | Timber                                             |
| Manufacturer (Product)                   | Unidentified                                       |
| Does the panel have a core material      | No                                                 |
| Does the panel have a tested fire rating | Euroclass B (if Fire Treated) Euroclass D (if not) |
| SUPPORT FRAMEWORK                        |                                                    |
| Material                                 | Timber                                             |
| Type                                     | Batten                                             |
| SUBSTRATE/BACKBOARD                      |                                                    |
| Type                                     | Plywood                                            |
| Manufacturer (Product)                   | Unidentified                                       |
| Combustibility Rating                    | Euroclass B-D                                      |
| INSULATION (CORE)                        |                                                    |
| Type                                     | None                                               |
| INSULATION (CAVITY)                      |                                                    |
| Type                                     | Mineral Wool                                       |
| Manufacturer (Product)                   | Unidentified                                       |
| Combustibility Rating                    | Euroclass A1                                       |
| CAVITY BARRIERS                          |                                                    |
| Vertical at compartment walls            | Polythene wrapped Fire Sock                        |
| Horizontal at floor slabs                | Not Required at this Location                      |
| Around openings in external walls        | Window Frame                                       |
| REMEDICATION                             |                                                    |
| Are remedial works Recommended?          | Yes                                                |

**Table 16.1: Inspection Summary - Area 10**



## 16.1 Photographic evidence for - Area 10

**I0A****I0B****I0C****I0D****I0E****I0F****I0G****I0H**



101



**Table 16.2: Photographic evidence - Area 10**

## 16.2 Findings

Refer to Table 16.2.

- 16.2.1. Area 10 was an intrusive inspection undertaken to the external rainscreen cladding on the first floor above the main entrance to the South-West facing elevation (see **photo 10A**).
- 16.2.2. The cladding face was found to be a 22mm Timber product that has been applied to 50mm x 50mm timber bearers, on to a breather membrane encapsulated 18mm Timber Ply (see **photos 10B, 10C and 10F**).
- 16.2.3. Beyond the Timber Ply is a 100mm cavity containing 50mm of Mineral Wool Insulation back to the internal lining of foil backed plasterboard. The cavity contained cables and it was not possible to confirm adequate fire stopping to their penetrations (see **photos 10E, 10G and 10H**).
- 16.2.4. Within the cavity is the Galvanized SFS that carries the internal plasterboard and the Timber Ply.
- 16.2.5. The adjacent window pod was screwed back to the Timber Ply with a DPC dressed over (see **photo 10D**).
- 16.2.6. Following completion of the inspection, the opening was filled with mineral wool insulation and sealed with waterproof mastic and a mechanically fixed, aluminium plate to prevent ingress (see **photo 10I**).

## 16.3 MHCLG Advice Notes:

- 16.3.1. According to diagram 1 of the MHCLG document Advice for Building Owners of Multi-storey, Multi-occupied Residential Buildings (see **Appendix D**), the advised course of action is as follows:
- 16.3.2. If the external wall insulation is of European Class A2-s3, d2 or better.  
and
- 16.3.3. If the cladding panels do not satisfy all of the following:



- a) i. European Class B-s3, d2 or better
- b) ii. Any filler etc present within the panel is of limited combustibility.
- c) iii. Assessed in line with paras 3.10 – 3.12 of the MHCLG advice notes.

then

16.3.4. Seek urgent professional advice on the measure(s) that need to be taken to ensure that the external walls meet an appropriate standard of fire safety. This may involve the replacement of some or all of the materials in the external wall. As part of the development of these measures, assess whether cavity barriers and fire stopping have been installed correctly, and whether the system has been maintained appropriately. Consider whether short-term interim safety measures are required. Carry out any remedial works required and update your fire risk assessment following the works.

#### 16.4 **Fire Engineer's Comments and Recommendation:**

16.4.1. Our comments are in line with Area 3. Timber is not a material of limited combustibility. In this location, the timber is located on the 1<sup>st</sup> floor only. It is recommended that the combustible materials are removed and replaced with materials that achieve Euroclass A2 or better.



## 17 Fire Suppression/Extraction/Detection Systems

17.1.1. The property benefits from the below Fire Suppression Systems -

| FIRE SUPPRESSION/EXTRACTION/DETECTION EQUIPMENT |                                     |
|-------------------------------------------------|-------------------------------------|
| Wet Riser                                       | <input type="checkbox"/>            |
| Dry Riser                                       | <input checked="" type="checkbox"/> |
| Fire Doors                                      | <input checked="" type="checkbox"/> |
| Sprinkler Systems                               | <input type="checkbox"/>            |
| Number of Escape Routes                         | 1                                   |
| Misting System                                  | <input type="checkbox"/>            |
| Automatic Opening Vents                         | <input checked="" type="checkbox"/> |
| Smoke Vents                                     | <input type="checkbox"/>            |
| Smoke Shafts                                    | <input type="checkbox"/>            |
| Detection for Smoke Vents/Shafts                | <input checked="" type="checkbox"/> |
| Fire Detection System (L1, L2, L3, L4)          | <input checked="" type="checkbox"/> |
| Sounders                                        | <input checked="" type="checkbox"/> |
| Manual Call Points                              | <input checked="" type="checkbox"/> |
| Emergency lighting                              | <input checked="" type="checkbox"/> |
| Fire Action Notice                              | <input checked="" type="checkbox"/> |
| Fire Exit Notice                                | <input checked="" type="checkbox"/> |
| Fire Safety Document Box                        | <input type="checkbox"/>            |

**Table 17.1: Fire Suppression Systems**



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## 18 Fire Safety Review Summary - External

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### 18.1 Specific Comment:

- 18.1.1. Our overall view is that the external wall systems that are present, when considering the collective effect of the fire safety measures on the site holistically, do have a detrimental impact on the overall fire safety of the building. The exterior of the development does not comply with the consolidated guidance 'Advice for Building Owners of Multi-storey, Multi-occupied Residential Buildings' issued by Ministry of Housing, Communities and Local Government (MHCLG) in January 2020.
- 18.1.2. Most of the façade is constructed with an EWl render system that includes expanded polystyrene (EPS) insulation. The investigation also identified an SFS system with a cement particle board and mineral wool insulation in the cavity. No fire barriers were identified in any of the inspections to the EWl render system. Some EPS render systems have passed BS 8414 tests with cavity barriers in place however the render thickness was too thin in all locations to show compliance with any passed test. Therefore, we recommend removing and replacing the cladding system with one that achieves Euroclass A2 or better. Cavity barriers and fire breaks should be provided in line with the replacement system specification.
- 18.1.3. Thermoplastic products such as expanded polystyrene (EPS) will usually soften and melt in the early stages of a fire, creating a void behind the external render finish coat. The finish render coat will sag and crack without adequate fixings, thus providing a direct entry route for the fire to the insulation material. If suitable fire barriers and fixing details are not provided, rapid fire spread can occur immediately after the material ignites. The relatively low softening and melting points of EPS mean that damage can occur to the insulation layer well away from the seat of the fire.
- 18.1.4. The property has timber cladding in place on the upper 2 floors of the building and to the 1<sup>st</sup> floor. Timber is not considered to be of limited combustibility or better. A breather membrane is in place that is encapsulated with timber ply. 50mm mineral wool insulation is then located in the 95mm cavity in front of a plasterboard inner wall. Untreated wood-based panels such as plywood, OSB, MDF & Chipboard typically achieve a Euroclass D or E rating and therefore are considered to be combustible. Although red fire socks were identified, there is a risk of external fire spread making the compartmentation ineffective. In combination with the EPS render, there is a significant risk of external fire spread on the upper 2 floors. We recommend removing and replacing the combustible materials with those that achieve Euroclass A2 or better.



- 18.1.5. The property has exposed timber decking in place on alternate floors that span vertically up the building. Timber is not a material of limited combustibility. This means that there is a risk of external fire spread from the balconies that are vertically aligned with no solid soffits in place. It is recommended that the combustible materials are removed and replaced with materials that achieve Euroclass A2 or better.
- 18.1.6. We recommend that an annual fire risk assessment is undertaken for the properties, in accordance with the Regulatory Reform (Fire Safety) Order 2005, by a third-party accredited fire risk assessor, registered on schemes such as the IFE Fire Risk Assessor Register.

## 18.2 Interim Measures:

- 18.2.1. Following our inspection, we have made recommendation that the interim measures below be implemented. Remediation measures have been outlined in the specific sections of this report.

| INTERIM MEASURES                                             |                                     |
|--------------------------------------------------------------|-------------------------------------|
| Change of Property Evacuation Policy                         | <input checked="" type="checkbox"/> |
| Implementation of a Waking Watch                             | <input checked="" type="checkbox"/> |
| Upgrade Fire Alarm                                           | <input checked="" type="checkbox"/> |
| Install/ Upgrade Sprinkler System                            | <input type="checkbox"/>            |
| Implement Car Park Closure (Full or Partial)                 | <input type="checkbox"/>            |
| Undertake Partial Strip of External Wall Material            | <input type="checkbox"/>            |
| Undertake of an FRA4 reviewing internal Compartmentation     | <input checked="" type="checkbox"/> |
| Resolve any outstanding FRA Action Points                    | <input type="checkbox"/>            |
| Undertake Fire Door Survey                                   | <input type="checkbox"/>            |
| Ensure suitable access exists for Emergency Service Vehicles | <input type="checkbox"/>            |

**Table 18.1: Interim Measures**

- 18.2.2. Due to the presence of the EPS render system, the building is non-compliant with the MHCLG Guidance. We strongly recommend that the evacuation procedure for the blocks is changed from 'stay put' to 'simultaneous'. In the first instance this will likely require that a waking watch is implemented. The risk presented by the external façade is sufficient to require this, as a fire breaking out of a flat and involving the



façade material has the potential to spread rapidly across all floor levels, thus rendering the 'stay put' evacuation policy unsuitable.

- 18.2.3. See our separate guidance note titled 'The Aspect, Waking Watch Guidance' (**Appendix C**) for further information.
- 18.2.4. The role of the waking watch will be to enact a simultaneous evacuation in the event of a fire. The waking watch should be put in place in line with the NFCC Guidance 'Guidance to support a temporary change to a simultaneous evacuation strategy in purpose-built block of flats. Their role will include ensuring that the fire service is called as soon as possible and provided with key information about the building. They will also be required to ensure the evacuation is managed as necessary, including directing residents to a dedicated assembly point, and to liaise with the attending fire service to provide information, as necessary.
- 18.2.5. An action plan should be developed for the remedial works to the external façade system, and these actions should be undertaken as soon as possible.



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## 19 Fire Safety Review Summary - Internal

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### 19.1 Specific Comment:

- 19.1.1. The Aspects consists of 99 self-contained apartments on all levels. The property is 15-storey with a ground and 14 upper floors. There is a single protected staircase that is located centrally and 2 firefighting lifts that accesses all floors.
- 19.1.2. Smoke detection is provided within the common corridors in order to activate the automatic corridor smoke ventilation provisions. In addition, the communal detection is linked to the lift which will drop to the ground floor on activation of the alarm. The property also has sounders and manual call points throughout
- 19.1.3. AOVs are provided within the corridors on upper floors and are provided with Manual override break glass units.
- 19.1.4. No fire strategy has been provided; however it is assumed that a 'stay put' policy is adopted for the flats. That is, in the event of a fire in a flat, the occupants of that dwelling will evacuate, having been alerted by their own domestic fire detection and alarm system, and request fire service attendance. All other occupants will remain in their flat unless they are threatened by fire and smoke or are advised to evacuate by the fire service. The 'stay put' evacuation policy relies heavily on adequate compartmentation being provided; fire should not spread from one dwelling to another, including by means of the external fabric of the building. The non-residential parts of the building (commercial units & staffed areas) operate on simultaneous evacuation, meaning that if detection is activated in one of the areas, the occupants of that area will be required to evacuate.
- 19.1.5. The occupation of the property is general needs housing, so we have reasonably assumed that the occupants are a typical cross section of the general public. It was not reported that any residents are especially vulnerable or at risk; the premises do not provide sheltered or extra care housing support.
- 19.1.6. There are numerous breaches to the fire resisting compartmentation internally, which have either not been fire stopped appropriately or remain in place and would allow the passage of fire / smoke into the hidden voids and adjacent areas. A compartmentation survey should be undertaken to identify each breach, the location and the remedial measures required to adequately seal the breach and effectively limit the spread of fire and or smoke for the required minimum duration. This survey should include all fire doors and be undertaken by a competent person.



19.1.7. No Personal Emergency Evacuation Plans have been provided for the block therefore it has been considered that none are required. It is recommended to communicate with residents and investigate whether PEEPs are required. This should be done in a timely manner.

## 19.2 **Interim Measures:**

19.2.1. Please see section 18.2 for a summary of the required Interim Measures. Remediation measures have been outlined in the specific sections of this report.



## 20 Supporting and Reviewed Documentation

### 20.1 Supporting Documentation

- 20.1.1. Advice for building owners of multi-storey, multi-occupied residential buildings. January 2020 by MHCLG.
- 20.1.2. Approved Document B & Building Regulations.
- 20.1.3. Fire Safety in Purpose Built Blocks of Flats Guidance.
- 20.1.4. BS 9991:2015 - Fire safety in the design, management and use of residential buildings – Code of practice.

### 20.2 Provided Documentation:

- 20.2.1. The following documentation has been provided for review prior to our visit and we have considered as part of our findings -

| PROPERTY DOCUMENTATION                          |                          |
|-------------------------------------------------|--------------------------|
| Copy of most recent FRA                         | <input type="checkbox"/> |
| Copy of Fire Door Survey                        | <input type="checkbox"/> |
| Copy of Type 4 FRA / Compartmentation Survey    | <input type="checkbox"/> |
| Manufacturers / Service details of Alarm System | <input type="checkbox"/> |
| Buildings/Floor Plans                           | <input type="checkbox"/> |
| Operations and Maintenance Manuals              | <input type="checkbox"/> |

**Table 20.1: Provided Documentation.**



## 21 EWSI Rating & Suitability

- 21.1.1. This report has been authorised by Dorian Lawrence MCIOB CBuildE MCABE ASFE; a Member of the Chartered Institute of Builders, a Chartered Building Engineer (Member) of the Chartered Association of Building Engineers and an Associate of the Society of Façade Engineers and Adam Kiziak BSc (Hons), IEng, MIFireE, MIFSM, MSFPE. Therefore, both Dorian and Adam are a member of a suitable professional body as noted on MHCLG Information Note 1 and the RICS list of appropriate professions to approve EWSI forms.
- 21.1.2. As such, this report is suitable to be used to advise on compliance or non-compliance with the MHCLG guidance on cladding.
- 21.1.3. Following our On-Site Inspection, we consider that the property achieves the below EWSI Rating:

| EWSI Rating       |                                     |
|-------------------|-------------------------------------|
| A1                | <input type="checkbox"/>            |
| A2                | <input type="checkbox"/>            |
| A3                | <input type="checkbox"/>            |
| B1                | <input type="checkbox"/>            |
| B2                | <input checked="" type="checkbox"/> |
| EWSI Not Required | <input type="checkbox"/>            |

- 21.1.4. Our RICS EWSI form rating is B2, meaning:

B2 – I have concluded that in my view the fire risk (Note 7) is sufficiently high that remedial works are required, and I have identified to the client organisation the remedial and interim measures required.

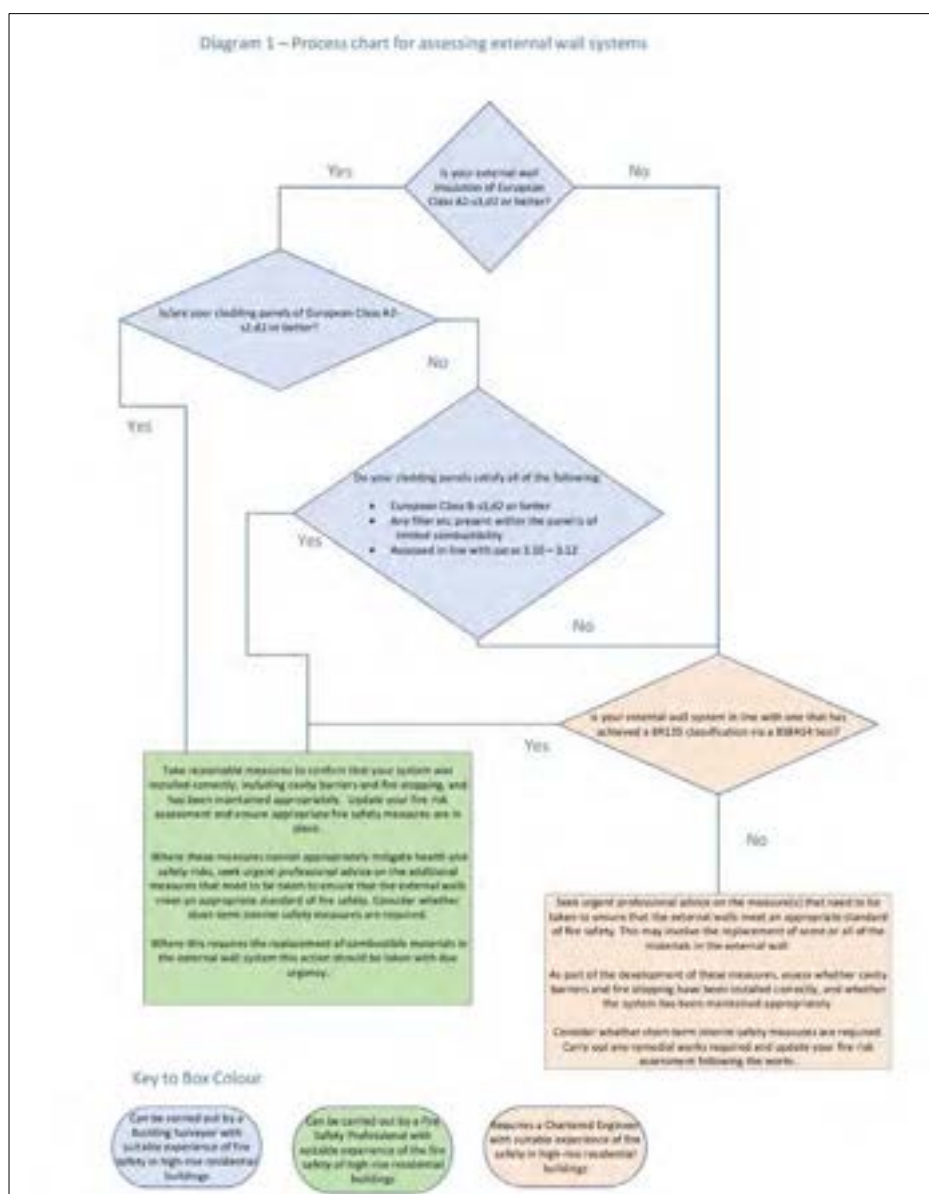
Option B is Where combustible materials are present in external wall.



## 22 Appendices

- 22.1 **Appendix A: Advice for Building Owners of Multi-story, Multi-occupied Residential Buildings**
- 22.2 **Appendix B: Completed EWS1 Form**
- 22.3 **Appendix C: Waking Watch Guidance**
- 22.4 **Appendix D: MHCLG Diagram 1**

See Figure 22.1.



**Figure 22.1: Process Chart for Assessing External Wall Systems**

# Compartmentation Survey (Communal)

**Regarding**  
The Aspect  
140 Queen Street  
Cardiff  
CF10 2GP

September 2025  
P24346/BO/25

**Prepared for:**  
**The Aspect**  
c/o WPP  
46 Whitchurch Road  
Cardiff  
CF14 3LX

PREPARED BY:

**Cladding Project Management**  
Unit 26  
Osprey Court  
Hawkfield Way  
Bristol  
BS14 0BB  
Tel: 0117 942 7876





## 1. COMPARTMENTATION SURVEY (COMMUNAL)

Responsible person (e.g. employer) or person having control of the premises:

Western Permanent Property Limited

Address of premises:

The Aspect  
140 Queen Street  
Cardiff  
CF10 2GP

Person(s) consulted:

Iwan Thomas

Report Prepared by:

Ben O'Brien MRICS

Report checked by:

Martin Durkin MRICS MIFireE

Date of inspection:

12<sup>th</sup> August 2025

## 2. GENERAL INFORMATION:

### 2.1. THE PREMISES:

Number of storeys at ground level and above

15 Storeys (Ground to Fourteenth) – Over 30m

Number of storeys entirely below ground level

None

Storeys on which car parking is provided:

Ground floor separate to building

Occupancy:

General needs



## 2.2. CURRENT STRATEGY:

It is assumed The Aspect was designed and constructed to operate a Stay Put evacuation policy.

A Stay Put policy relies on the compartmentation of the property to reduce the spread of fire and smoke throughout the building.

## 3. INSPECTION OF COMMUNAL AREAS

### 3.1. LEVEL OF INSPECTION

The Regulatory Reform (Fire Safety) Order 2005 requires those with responsibilities for non-domestic premises carry out Fire Risk Assessments and ensure that reasonable measures are put in place to meet relevant fire safety standards. In terms of apartment buildings, non-domestic responsibilities relate to the common areas

We were instructed to undertake a compartmentation survey of the communal areas which is similar to a Type 2 Fire Risk Assessment. Our inspection covered the common parts of the building only, no inspection of the individual apartments was undertaken. Our compartmentation survey included elements of destructive sampling which allowed the assessor to confirm the condition of the compartmentation to the common areas. This report is intended to supplement the Type 1 Fire Risk Assessment completed by Cardinus Risk Management.

Suspended gypsum plasterboard ceilings are present throughout the common areas and access hatches were utilised during the inspection; therefore, no destructive works were required to access the concealed ceiling void. A sample of the access hatches were lifted, service cupboards opened, protected shafts inspected, and electrical sockets exposed and the condition of the compartmentation recorded. This report does not document every breach or issue and is intended to provide a general overview of the condition of the communal compartmentation. Where issues are described in this report, it is assumed they are consistent throughout the building.

The property is split over fifteen floors with a commercial unit separated on the ground floor. The commercial area was not inspected and did not form part of our instruction. As the apartments are situated above the commercial area, given the findings detailed in this report, it is recommended that the commercial areas are also inspected.

This report does not specifically address the risk to property or business continuity from fire. However, some of the fire safety measures required to achieve acceptable standards of life safety in the workplace also have property protection and business continuity benefits.

Where recommendations are provided at the end of this report, it is the duty of the responsible person to ensure the appropriate action is undertaken.

### 3.2. BUILDING REGULATIONS

The property obtained planning permission on 18 September 2000 (00/00663/C) and we assume the conversion from commercial use (office) to mix use (residential and commercial) took place in 2001. We have not been provided with a fire strategy for the building so we assume the property was designed in accordance with Approved Document B 2000.

Per our instruction, our review of the relevant regulations concentrates on the design and construction of the internal compartmentation (internal fire spread). The Building Regulations 2000 required:

| Requirement                                                                                                                                                                                                                                                                                 | Limits on application                                                                                                     |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|
| <b>Internal fire spread (structure)</b>                                                                                                                                                                                                                                                     |                                                                                                                           |
| <b>B3.</b> (1) The building shall be designed and constructed so that, in the event of fire, its stability will be maintained for a reasonable period.                                                                                                                                      |                                                                                                                           |
| (2) A wall common to two or more buildings shall be designed and constructed so that it adequately resists the spread of fire between those buildings. For the purposes of this sub-paragraph a house in a terrace and a semi-detached house are each to be treated as a separate building. |                                                                                                                           |
| (3) To inhibit the spread of fire within the building, it shall be sub-divided with fire-resisting construction to an extent appropriate to the size and intended use of the building.                                                                                                      | Requirement B3(3) does not apply to material alterations to any prison provided under Section 33 of the Prisons Act 1952. |
| (4) The building shall be designed and constructed so that the unseen spread of fire and smoke within concealed spaces in its structure and fabric is inhibited.                                                                                                                            |                                                                                                                           |

With regard to the design of the compartmentation, Approved Document B 2000 states the following:

#### Introduction

**9.1** *"The spread of fire within a building can be restricted by sub-dividing it into compartments separated from one another by walls and/or floors of fire-resisting construction. The object is twofold: a. to prevent rapid fire spread which could trap occupants of the buildings; and b. to reduce the chance of fires becoming large on the basis that large fire are more dangerous.."*

#### Junctions

**9.6** *"For compartmentation to be effective, there should be continuity at the junctions of the fire-resisting elements enclosing a compartment, and any openings from one compartment to another should not present a weakness".*

#### Protected Shafts

**9.7** *"Spaces that connect compartments, such as stairways and service shafts, need to be protected to restrict fire spread between the compartments, and they are termed protected shafts. Any walls or floors bounding a protected shaft are considered to be compartment walls or floors, for the purpose of this Approved Document".*

#### All purpose groups

**9.11** *"Parts of a building that are occupied mainly for different purposes, should be separated from one another by compartment walls and/or compartment floors ..."*

#### Other residential buildings

**9.19** *"All floors should be constructed as compartment floors".*

### **Construction of compartment walls and compartment floors**

**9.22** "Every compartment wall and compartment floor should: a. form a complete barrier to fire between the compartments they separate: and b. have the appropriate fire resistance as indicated in Appendix A, Tables A1 and A2.

### **Other compartment walls**

**9.25** "*Compartment walls not described in the previous two paragraphs should run the full height of the storey in which they are situated*".

### **Junction of compartment wall or compartment floor with other walls**

**9.27** "Where a compartment wall or compartment floor meets another compartment wall, or an external wall, the junction should maintain the fire resistance of the compartmentation.

### **Junction of compartment wall with roof**

**9.28** "*A compartment wall should be taken up to meet the underside of the roof covering or deck, with fire-stopping where necessary at the wall/roof junction to main the continuity of fire resistance ...*".

#### **Openings in compartmentation**

##### **Openings in compartment walls separating buildings or occupancies**

**9.33** Any openings in a compartment wall which is common to two or more buildings, or between different occupancies in the same building, should be limited to those for:

- a. a door which is needed to provide a means of escape in case of fire and which has the same fire resistance as that required for the wall (see Appendix B, Table B1) and is fitted in accordance with the provisions of Appendix B; and
- b. the passage of a pipe which meets the provisions in Section 11.

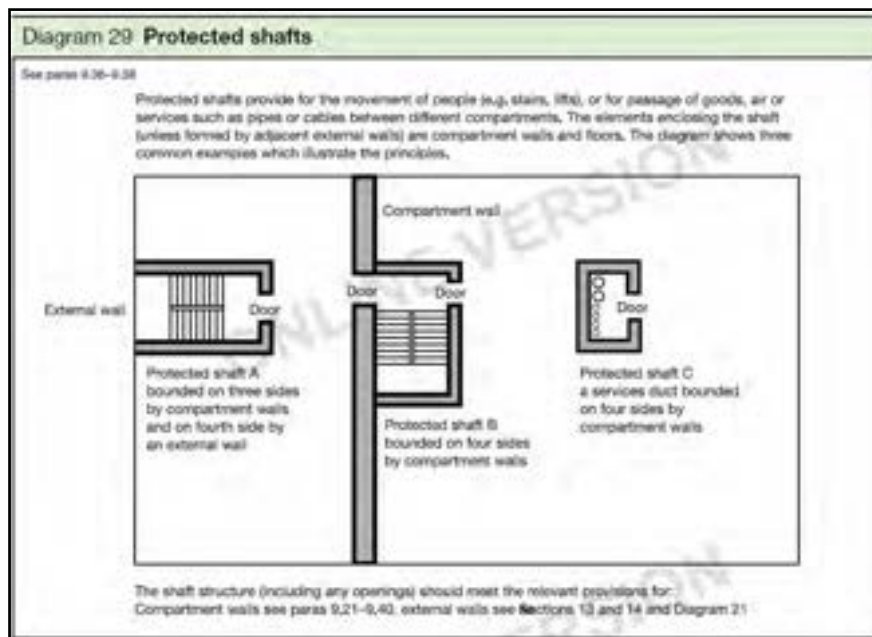
##### **Openings in other compartment walls or in compartment floors**

**9.35** Openings in compartment walls (other than those described in paragraph 9.33) or compartment floors should be limited to those for:

- a. doors which have the appropriate fire resistance given in Appendix B, Table B1, and are fitted in accordance with the provisions of Appendix B; and
- b. the passage of pipes, ventilation ducts, chimneys, appliance ventilation ducts or ducts encasing one or more flue pipes, which meet the provisions in Section 11; and
- c. refuse chutes of non-combustible construction; and
- d. atria designed in accordance with BS 5588-7; and
- e. protected shafts which meet the relevant provisions below.

### **Protected shafts**

**9.36** "*Any stairway or other shaft passing directly from one compartment to another should be enclosed in a protected shaft so as to delay or prevent the spread of fire between compartments*".



## Fire Stopping

**11.2** “In addition to any other provisions in this document for fire-stopping: a. joints between fire separating elements should be fire-stopped; and b. all opening for pipes, ducts, conduits or cables to pass through any part of a fire separating element should be: i. kept as few in number as possible; and ii. Kept as small as practicable; and iii. Fire-stopped...”.

| Table A2 Minimum periods of fire resistance |                                                           |                  |                                                                                     |                  |                  |              |
|---------------------------------------------|-----------------------------------------------------------|------------------|-------------------------------------------------------------------------------------|------------------|------------------|--------------|
| Purpose group of building                   | Minimum periods (minutes) for elements of structure in a: |                  |                                                                                     |                  |                  |              |
|                                             | Basement storey (B) <small>excluding fire exit</small>    |                  | Ground or upper storey                                                              |                  |                  |              |
|                                             | Depth (m) of a lowest basement                            |                  | Height (m) of top floor above ground, in a building or separated part of a building |                  |                  |              |
|                                             | More than 10                                              | Not more than 10 | Not more than 5                                                                     | Not more than 18 | Not more than 30 | More than 30 |
| 1. Residential (domestic):                  |                                                           |                  |                                                                                     |                  |                  |              |
| a. Flats and maisonettes                    | 90                                                        | 60               | 30*                                                                                 | 60**†            | 90**             | 120**        |
| b. and c. Dwellinghouses                    | Not relevant                                              | 30*              | 30*                                                                                 | 60#              | Not relevant     | Not relevant |
| 2. Residential:                             |                                                           |                  |                                                                                     |                  |                  |              |
| a. Institutional or                         | 90                                                        | 60               | 30*                                                                                 | 60               | 90               | 120#         |
| b. Other residential                        | 90                                                        | 60               | 30*                                                                                 | 60               | 90               | 120#         |

The above table A2 is taken from Appendix A of Approved Document B 2000. The tables shows the minimum periods of fire resistance for residential flats and maisonettes. As The Aspect is over 30m in height, the required fire resistance of the compartmentation is 120 minutes.

### 3.3. FLOORS 13-14 (FLOORS ADDED DURING CONVERSION OF PROPERTY)

| PENETRATIONS TO COMPARTMENT WALLS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | RISK |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|
| <p><b>Location:</b> Compartment walls (landings, cupboards and corridors) to the 13-14 floors.</p> <p><b>Findings:</b> Cable and pipe penetrations are present to the compartment walls forming the apartments, communal corridors / hallways and stairwell lobby. The cable and pipe penetrations extend through the walls which should provide fire resistance per Tables A1 and A2. Due to the penetrations, the walls fail to provide the required fire resistance.</p> <p>Additional penetrations present to the refuse cupboard / service cupboard lead to the communal landing and corridors.</p> <div style="display: flex; justify-content: space-around;">    </div> | High |

| SEALING OF COMPARTMENT WALLS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | RISK |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|
| <p><b>Location:</b> Compartment walls (landings and corridors) to the 13-14 floors.</p> <p><b>Findings:</b> Where the top of the apartment walls and communal corridor walls abut the underside of the roof deck or floor slab, there are multiple areas that are unsealed. Furthermore, poor sealing to service penetrations. In the event of a fire, smoke and fire will be able to spread between the compartment areas as they fail to meet the required fire resisting standard.</p> <div style="display: flex; justify-content: space-around;">    </div> | High |

| NON-CONTINUATION OF COMPARTMENT WALLS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | RISK        |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| <p><b>Location:</b> Compartment walls (landings, cupboards and corridors) to the 13-14 floors.</p> <p><b>Findings:</b> There are areas where the corridor compartment walls do not fully extend above the ceiling line and therefore do not provide the required standard of compartmentation. Additionally, there are areas of the apartment / corridor walls which are not sealed or lined with the appropriate materials. We could not determine if the existing walls are of sufficient construction to withstand the required fire resistance per Approved Document B.</p> <div data-bbox="231 705 539 1113" data-label="Image"> </div> <div data-bbox="585 701 893 1108" data-label="Image"> </div> <div data-bbox="940 701 1244 1108" data-label="Image"> </div>                                                  | <p>High</p> |
| DEFECTIVE FIRE STOPPING                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | RISK        |
| <p><b>Location:</b> Compartment walls (landings, cupboards and corridors) to the 13-14 floors.</p> <p><b>Findings:</b> Fire stopping undertaken in multiple places with ablative batt and intumescent mastic. Confirmation of type of mastic and certification should be required to confirm it has been installed appropriately. No ID tags or identification label present to confirm type of mastic used. Areas of poor fire stopping throughout. Mineral wool not sealed correctly. Putty pads not visible to rear of electrical sockets where inspected.</p> <p>Steel frame exposed and no fire stopping protection.</p> <div data-bbox="245 1655 523 2022" data-label="Image"> </div> <div data-bbox="598 1655 873 2022" data-label="Image"> </div> <div data-bbox="941 1655 1214 2022" data-label="Image"> </div> | <p>High</p> |

## SAMPLE OF ADDITIONAL PHOTOS



Cable penetration to compartment wall



Cable penetration and no fire stopping to compartment wall



Pipe penetration to compartment floor



Compartment wall not completed



Wall and floor junction not sealed



Cable and pipe penetrations to compartment wall

### 3.4. FLOORS 1-12 (CONVERTED FLOORS)

| PENETRATIONS TO COMPARTMENTATION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | RISK |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|
| <p><b>Location:</b> Compartmentation (landings, corridors, refuse area, stairwell and protected shaft) to floors 1-12.</p> <p><b>Findings:</b> Cable and pipe penetrations are present to the compartment walls forming the apartments, communal corridors / hallways, stairwell lobby and protected shaft. The cable and pipe penetrations extend through the walls and floors which should provide fire resistance in accordance with Tables A1 and A2..</p> <p>Penetrations present to the protected shafts on all levels. Penetrations lead to the communal landing, corridors and cupboards.</p> <div style="display: flex; justify-content: space-around;">    </div> | High |

| SEALING OF COMPARTMENT WALLS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | RISK |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|
| <p><b>Location:</b> Compartment walls and floors (landings, corridors, refuse area, stairwell and protected shaft) to floors 1-12.</p> <p><b>Findings:</b> Where the top of the apartment walls, communal corridor walls and cupboard walls adjoin the underside of the floor slab, there are multiple areas that are unsealed or poorly sealed. Furthermore, poor or missing sealing / fire protection to service penetrations.</p> <div style="display: flex; justify-content: space-around;">    </div> | High |

| NON-CONTINUATION OF COMPARTMENT WALLS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | RISK        |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| <p><b>Location:</b> Compartment walls (landings, corridors, refuse area and protected shaft) to floors 1-12</p> <p><b>Findings:</b> There are areas where the corridor and refuse area compartment walls do not fully extend to the underside of the ceiling line; some attempts at fire stopping were noted but there are issues with the installation.</p> <p>The protected shaft wall to the left-hand side has a clear gap running throughout its height.</p> <div data-bbox="229 701 537 1108" data-label="Image"> </div> <div data-bbox="587 701 892 1108" data-label="Image"> </div> <div data-bbox="927 701 1235 1108" data-label="Image"> </div>             | <p>High</p> |
| DEFECTIVE FIRE STOPPING                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | RISK        |
| <p><b>Location:</b> Compartment walls and floors (landings, corridors, stairwell, refuse area and protected shaft) to floors 1-12.</p> <p><b>Findings:</b> Fire stopping undertaken in multiple places with ablative batt and intumescent mastic however the installation is non-compliant. Areas of poor or missing fire stopping throughout.</p> <p>Steel frame exposed and no fire stopping protection present. Exposed structure does not comply with regulations.</p> <div data-bbox="255 1608 529 1982" data-label="Image"> </div> <div data-bbox="587 1608 871 1982" data-label="Image"> </div> <div data-bbox="927 1608 1211 1982" data-label="Image"> </div> | <p>High</p> |

## SAMPLE OF ADDITIONAL PHOTOS



### 3.5. GROUND FLOOR

| PENETRATIONS TO COMPARTMENTATION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | RISK |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|
| <p><b>Location:</b> Compartmentation (entrance area, corridor, service / meter rooms and refuse area) to ground floor.</p> <p><b>Findings:</b> Cable and pipe penetrations are present to the compartment walls forming the entrance area, lift landing and meter rooms. The cable and pipe penetrations extend through the walls and floors which should provide fire resistance in accordance with Tables A1 and A2.</p> <p>Penetrations present to the meter and refuse rooms. Our inspection of the party wall with the commercial unit was limited due to lack of access.</p> <div style="display: flex; justify-content: space-around;">    </div> | High |

| DEFECTIVE FIRE STOPPING                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | RISK |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|
| <p><b>Location:</b> Compartmentation (entrance area, corridor, service / meter rooms and refuse area) to ground floor.</p> <p><b>Findings:</b> Fire stopping undertaken in multiple places with ablative batt; however the installation is non-compliant. Areas of poor or missing fire stopping throughout. Head of compartment wall not sealed to commercial unit junction and will not provide required fire resistance.</p> <div style="display: flex; justify-content: space-around;">    </div> | High |



#### 4. FIRE PROTECTION MEASURES:

##### 4.1. MEANS OF ESCAPE

Is the design and maintenance of the compartmentation considered adequate? Yes ☐ No ☒

Are there reasonable distances of travel: Travel distances appear suitable although no fire strategy was provided.

Are the escape routes suitably maintained? N/A ☐ Yes ☐ No ☒

Are fire-resisting doors maintained in sound condition and self-closing, where necessary? N/A ☒ Yes ☐ No ☐

#### 5. SUMMARY:

The Aspect is a converted apartment block in the centre of Cardiff set over 15 floors and measuring over 30m in height.

The Aspect was converted in the early-2000s, and it is assumed the property would have been constructed in accordance with Approved Document B 2000. We have not been provided with an original fire strategy document.

Following our inspection of the compartmentation to The Aspect, we consider standard of workmanship does not comply with the relevant Building Regulations, and immediate remedial work is required. Where inspected, we consistently found breaches of the compartmentation to all floors, ceilings and protected shafts.

The communal corridor and landing walls, along with the apartment, service cupboard, meter rooms and protected shaft walls all fail to provide the required standard of compartmentation (see Tables A1 and Table A2 Appendix A of Approved Document B 2000). Our inspection consistently found breaches to the floors, ceilings and floors throughout the building. Cable, cable trays and pipework penetrate multiple walls and floors, there is a lack of sealing to the wall and ceiling junctions, structural steel work appeared to be unprotected, the protected shafts had multiple breaches and compartment walls were not fully constructed.

The construction of the compartmentation fails to comply with requirements set in B3 of the Building Regulations 2000 and fails to achieve the required guidance set out in B3 of the Approved Documents 2000.

In the event of a fire, the passive fire safety elements (walls, floors etc.) will not provide sufficient protection to the residents.

Overall, we consider the risk of life to be high, and remedial work is required immediately. Due to the consistent breaches and poor workmanship, we recommend a Type 4 fire risk assessment (which includes an inspection of the apartment walls) is undertaken.

## 6. ACTION PLAN:

It is considered that the following actions should be implemented in order to reduce fire risk:

| Essential/Regulatory Improvements                                               | Priority | Timescale  |
|---------------------------------------------------------------------------------|----------|------------|
| Remediation of all penetrations to compartment walls, walls, cupboards etc.     | High     | Urgent     |
| Remediation of defective compartment walls and floors                           | High     | Urgent     |
| Installation of compartment walls where missing or ineffective.                 | High     | Urgent     |
| Sealing of heads of compartment walls and floor junctions                       | High     | Urgent     |
| Appropriate fire stopping to service and electrical / meter / refuse cupboards. | High     | Urgent     |
| Inspect apartment compartment walls                                             | High     | Short term |
| Provide this report to the fire risk assessor so the Type 1 FRA can be updated  | High     | Immediate  |



### SUMMARY OF INSURANCE

|                     |                                                                                                                                                           |                |            |
|---------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|------------|
| Scheme Number       | 39791                                                                                                                                                     | Effective Date | 01/07/2024 |
| Scheme Name         | The Aspect                                                                                                                                                |                |            |
| Period Of Insurance | 01/07/2024 - 30/06/2025                                                                                                                                   |                |            |
| The Business        | Property Ownership - Residential & Commercial                                                                                                             |                |            |
| Insured*            | FirstPort Property Services Limited                                                                                                                       |                |            |
| Premises Insured    | Flats 11-13, 21-28, 31-38, 41-48, 51-58, 61-68, &, 71-78, 81-88, 91-98, 101-108, 111-118, 121-128 &, 131-138, 140 Queen Street, South Glamorgan, CF10 2GP |                |            |

\* All freeholders, owners, lessors, lessees, common hold unit holders, mortgagees, mortgagors and trustees with an insurable interest in the policy are automatically noted in the policy without the need to be specially recorded.

### SUM INSURED AND LIMITS OF INDEMNITY

|                                                   |             |    |
|---------------------------------------------------|-------------|----|
| Building's Sum Insured (including Day One Uplift) | £50,803,769 |    |
| Building's Declared Value                         | £33,869,179 |    |
| Communal Contents                                 | £846,729    |    |
| Property Owner's Liability                        | £15,000,000 |    |
| Employers' Liability                              | £10,000,000 |    |
| Commercial Rental Income                          | 0 months    | £0 |
| Legal Expenses                                    | £50,000     |    |

| COVER TYPE | INSURER                      | POLICY NUMBER | PERCENTAGE | RENEWAL PREMIUM | IPT        | TOTAL PREMIUM |
|------------|------------------------------|---------------|------------|-----------------|------------|---------------|
| Buildings  | Zurich Insurance Company Ltd | 7506834       | 100.00%    | £102,223.28     | £12,266.79 | £114,490.07   |
| Terrorism  | Brit Insurance Ltd.          | FC0224724     | 100.00%    | £9,618.85       | £1,154.26  | £10,773.11    |

### BUILDING INSURED PERILS, EXCESSES £, ENDORSEMENTS, CLAUSES

|                                                                                                                                                                                                                                                                                    |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| Accidental Damage £250, Falling Trees £250, Malicious Damage £250, Aircraft £250, Fire £250, Riot £ 250, Civil Commotion £250, Flood £500, Storm £500, Earthquake £250, Glass £250, Subsidence £500, Escape of Water £500, Impact £250, Theft £250, Explosion £250, Lightning £250 |  |
| Endorsements                                                                                                                                                                                                                                                                       |  |

### CLAIM NOTIFICATION

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>In the event of property damage which may give rise to a claim under this policy it is a policy requirement that:</p> <p>(a) Contact Arthur J. Gallagher on 01243 793729 or email: <a href="mailto:uk.chichester.property.claims@ajg.com">uk.chichester.property.claims@ajg.com</a></p> <p>(b) Immediate notification (within at least 7 days) be made to both the Police and to AJG if damage has been caused by a criminal or malicious act</p> <p>(c) Reasonably practicable steps should be taken to prevent further damage and minimise the loss</p> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

### IMPORTANT INFORMATION

Cover is subject to the limits, excesses, terms, and conditions of the respective policies. This is only a Summary of the Insurance provided. For full details please refer to the full Policy Schedule and Wording or refer to Knight Square Insurance via: [info@knightsquareinsurance.co.uk](mailto:info@knightsquareinsurance.co.uk)



Property Transfer Department  
Estates & Management Ltd  
Berkeley House, 304 Regents Park Road  
London N3 2JX  
DX: 417801 Finchley 4

Switchboard: +44 (0)20 8371 2800  
Website: [www.e-m.uk.com](http://www.e-m.uk.com)



24 November 2025

Our Ref: P1002142069  
Your ref: RESS3573/JAJ/Marsh

### **E&M SELLER'S PACK**

Dear Sirs

**Flat 102 140 Queen Street CF10 2GP**

We act on behalf of Proxima GR Properties Limited. Further to your correspondence and payment of £109.00 please find enclosed our Ground Rent Confirmation.

Please be advised that the above property is 'Right to Manage'. Pursuant to Section 98 of the Commonhold and Leasehold Reform Act 2002, all rights relating to the transfer of ownership of a property have passed to THE ASPECT RTM COMPANY LTD.

We understand that the managing agents for the Right to Manage Company are Western Permanent Property of 46 Whitchurch Road, Cardiff, CF14 3LX.

The Right to Manage Company is responsible for:

- Notices of Transfer and/or Mortgage
- Certificate of Compliance
- Deed of Covenant
- Intention/Licence/Consent to Assign
- Age Verification where the Lease states age restrictions apply

For us to register the transfer of ownership, we will require the following:

- A copy of the RTM company/managing agents receipted notice
- Certified copy of the TR1
- Ground rent to be clear to completion

**There are no notice fees payable to us. Please liaise directly with the RTM company, or their agents, to ascertain their requirements and fees.**

Leaseholder Deed of Certificate:

Please note that a Leaseholder Deed of Certificate is only required for a residential property in a building situated in England which is at least 11 metres in height or which has at least 5 storeys and where our client is the relevant landlord, in accordance with the Building Safety Act 2022. According to our records we do not



Registered Office: Berkeley House 304 Regents Park Road London N3 2JX  
Company Registered in England Registration Number: 03244100

currently believe that a Leaseholder Deed of Certificate is required. If you believe that our records are incorrect please provide evidence by email to [propman@e-m.uk.com](mailto:propman@e-m.uk.com) confirming that the building is residential, situated in England, at least 11 meters in height or at least 5 storeys and that our client is the relevant landlord.

Landlord's Certificate:

Please note that a Landlord's Certificate is only required for residential properties situated in a building in England which are at least 11 metres in height or which have at least 5 storeys and where our client is the relevant landlord, in accordance with the Building Safety Act 2022. According to our records we do not currently believe that a Landlord's Certificate is required. If you believe that our records are incorrect please provide evidence by email to [propman@e-m.uk.com](mailto:propman@e-m.uk.com) confirming that the property is residential, situated in a building in England, at least 11 meters in height or at least 5 storeys and that our client is the relevant landlord.

Please be aware that a significant number of developers have signed a contract with the Government committing the developer to remediate, if necessary, buildings which they developed. Please refer to the Government website for further details: <https://www.gov.uk/government/publications/developer-remediation-contract>

Yours faithfully



**For and on behalf of Estates & Management Ltd**  
**As Duly Authorised Agent for Proxima GR Properties Limited**  
Enc.

## Administration Charges – Summary of tenants' rights and obligations

1. This summary, which briefly sets out your rights and obligations in relation to administration charges, must by law accompany a demand for administration charges. Unless a summary is sent to you with a demand, you may withhold the administration charge. The summary does not give a full interpretation of the law and if you are in any doubt about your rights and obligations you should seek independent advice.
2. An administration charge is an amount which may be payable by you as part of or in addition to the rent directly or indirectly –
  - for or in connection with the grant of an approval under your lease, or an application for such approval;
  - for or in connection with the provision of information or documents;
  - in respect of your failure to make any payment due under your lease; or
  - in connection with a breach of a covenant or condition of your lease.

If you are liable to pay an administration charge, it is payable only to the extent that the amount is reasonable.

3. Any provision contained in a grant of a lease under the right to buy under the Housing Act 1985, which claims to allow the landlord to charge a sum for consent or approval, is void.
4. You have the right to ask the First-tier Tribunal whether an administration charge is payable. You may make a request before or after you have paid the administration charge. If the tribunal determines the charge is payable, the tribunal may also determine –
  - who should pay the administration charge and who it should be paid to;
  - the amount;
  - the date it should be paid by; and
  - how it should be paid.

However, you do not have this right where –

- a matter has been agreed to or admitted by you;
  - a matter has been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the administration charge arose; or
  - a matter has been decided by a court.
5. You have the right to apply to the First-tier Tribunal for an order varying the lease on the grounds that any administration charge specified in the lease, or any formula specified in the lease for calculating an administration charge is unreasonable.
  6. Where you seek a determination or order from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
  7. The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with Section 29 of the Tribunal, Courts and Enforcement Act 2007.
  8. Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, a tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

1.



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24 November 2025  
Our Ref: P1002142069  
Your ref: RESS3573/JAJ/Marsh

## GROUND RENT CONFIRMATION

Dear Sirs,

### Flat 102 140 Queen Street CF10 2GP

We act on behalf of Proxima GR Properties Limited.

An annual ground rent of **£213.00** is payable half yearly in advance, next falling due on 01 March 2026.

You will need to review the Lease carefully to explain to your client the ground rent payable for the duration of the term. Please note that we will not be able to provide any values or estimates in advance should the ground rent be subject to reviews.

The account is currently clear and the rent is paid up to 28 February 2026.

**Please note that we will not be able to receipt a notice if any ground rent amount remains outstanding. All rent must be paid in full – we do not accept apportionments. Please sort out any apportionments with the buyer's solicitor prior to completion.**

This information is given subject to any recent payments that might be in the process of being cleared. No further confirmation of ground rent will be issued as a result of the fee paid for this enquiry.

This information is given without prejudice to any breaches of the lease and shall not operate as a waiver of such breaches in any way whatsoever.

**PLEASE ENSURE THAT YOUR CLIENT HAS CANCELLED ANY STANDING ORDER SET UP FOR THE RENT.**

If you have any queries please do not hesitate to contact us.

Yours faithfully

**For and on behalf of Estates & Management Ltd**  
**As Duly Authorised Agent for Proxima GR Properties Limited**



Registered Office: Berkeley House 304 Regents Park Road London N3 2JX  
Company Registered in England Registration Number: 03244100



## **Administration Charges – Summary of tenants' rights and obligations**

1. This summary, which briefly sets out your rights and obligations in relation to administration charges, must by law accompany a demand for administration charges. Unless a summary is sent to you with a demand, you may withhold the administration charge. The summary does not give a full interpretation of the law and if you are in any doubt about your rights and obligations you should seek independent advice.
2. An administration charge is an amount which may be payable by you as part of or in addition to the rent directly or indirectly –
  - for or in connection with the grant of an approval under your lease, or an application for such approval;
  - for or in connection with the provision of information or documents;
  - in respect of your failure to make any payment due under your lease; or
  - in connection with a breach of a covenant or condition of your lease.

If you are liable to pay an administration charge, it is payable only to the extent that the amount is reasonable.

3. Any provision contained in a grant of a lease under the right to buy under the Housing Act 1985, which claims to allow the landlord to charge a sum for consent or approval, is void.
4. You have the right to ask the First-tier Tribunal whether an administration charge is payable. You may make a request before or after you have paid the administration charge. If the tribunal determines the charge is payable, the tribunal may also determine –
  - who should pay the administration charge and who it should be paid to;
  - the amount;
  - the date it should be paid by; and
  - how it should be paid.

However, you do not have this right where –

- a matter has been agreed to or admitted by you;
  - a matter has been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the administration charge arose; or
  - a matter has been decided by a court.
5. You have the right to apply to the First-tier Tribunal for an order varying the lease on the grounds that any administration charge specified in the lease, or any formula specified in the lease for calculating an administration charge is unreasonable.
  6. Where you seek a determination or order from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
  7. The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with Section 29 of the Tribunal, Courts and Enforcement Act 2007.
  8. Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, a tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.



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# DEED OF COVENANT

**This DEED** is made this \*                      \* day of \*                      \* in the year 20                      \*  
BETWEEN THE ASPECT RTM COMPANY LTD, whose registered office is  
situated at 46 Whitchurch Road, Cardiff, CF14 3LX, (hereinafter called the  
“Manager”) of the one part and \*

(hereinafter called the “assignee”) of the other part.

## WHEREAS

1. By a lease (hereinafter called "the lease") dated 29<sup>th</sup> September 2001 made between the Manager [THE ASPECT RTM COMPANY LTD] and                      of the other part all that the flat known as flat no: \*                      \* The Aspect, 140 Queen Street, Cardiff, CF10 2GP was demised to the initial lessee for the term expiring 29<sup>th</sup> September 3000 at a yearly rent and otherwise subject to the Lessees covenants and the conditions and provisions more particularly contained within the lease.

2. The lease contains covenants by the lessee with the Lessor that upon any transaction disposition or event involving a change or a contract of change in ownership of the premises the person becoming or contracting to become as a result of that transaction disposition or event the owner of the demised premises shall enter into a direct covenant with the Lessor or appointed Manager to observe and perform the obligations on the part of the lessee contained within the lease.

3. NOW THIS DEED WITNESSETH as follows;

1. In consideration of the covenant by the Assignee hereinafter contained, the Lessor hereby grants to \*                      \* Licence to Assign all his/her estate and interest in the Lease to the Assignee.
2. In consideration and pursuant to the covenants referred to in Recital (2) hereof the Assignee Hereby Covenants with the Lessor or appointed Manager that as from the date when the estate and interest of the lessee in the Lessee shall be assigned to him pursuant to the consent herein contained and henceforth during the residue of the term granted by the Lease the Assignee will observe and perform the covenants and conditions and agreements on the part of the lessee therein contained and in particular and without prejudice to the generality of the foregoing the assignee will not enter into any transaction or

disposition to which the assignee is a party or over which she shall have any control involving a change or a contract to a change in the ownership of the premises demised by the lease without first procuring that the person becoming or contracting to become as a result of such a transaction or disposition the owner of the owner of premises demised by the lease enters into covenants with the Lessor to observe and perform all the covenants by the Lessee contained within the Lease.

IN WITNESS whereof the presents have been duly executed as a Deed

SIGNED as a Deed  
by the said Assignee:-

in the presence of:-

Witness Signature:

Witness Address:

Witness Occupation:

Dated 20

-and-

THE ASPECT RTM COMPANY LTD

Common seal

Director / Co. Secretary

# Combined Fire/Health & Safety Risk Assessment

Site / Development: The Aspect, 140 Queen Street, Cardiff, , CF10 2GP

Client Name: The Aspect c/o Western Permanent Property

Survey Date: 1 Nov 2024



## Details

---

|                              |                                                       |
|------------------------------|-------------------------------------------------------|
| <b>Client name:</b>          | The Aspect c/o Western Permanent Property             |
| <b>Site / Development:</b>   | The Aspect<br>140 Queen Street<br>Cardiff<br>CF10 2GP |
| <b>Survey Date:</b>          | 1 Nov 2024                                            |
| <b>Report Date:</b>          | 12 Nov 2024                                           |
| <b>Site Reference:</b>       |                                                       |
| <b>Surveyor</b>              | Marc Hancock                                          |
| <b>Next Review Date:</b>     | 1 Nov 2025                                            |
| <b>Next Assessment Date:</b> | 1 Nov 2025                                            |

## Contents

- > Risk Profile
- > General
- > Survey Detail
- > Risk Improvement Programme

## Risk Profile

| Category name                                            | Original Risk | ➡        | Potential Rating |
|----------------------------------------------------------|---------------|----------|------------------|
| Occupation                                               | 0             | ➡        | 0                |
| Construction                                             | 0             | ➡        | 0                |
| Electrical                                               | 3             | ➡        | 0                |
| Smoking                                                  | 0             | ➡        | 0                |
| Heating and ventilation                                  | 0             | ➡        | 0                |
| Cooking                                                  | 0             | ➡        | 0                |
| Arson                                                    | 7             | ➡        | 0                |
| Ignition sources                                         | 0             | ➡        | 0                |
| Combustible and flammable materials                      | 5             | ➡        | 0                |
| Fire detection and warning and smoke ventilation systems | 0             | ➡        | 0                |
| Firefighting provisions                                  | 0             | ➡        | 0                |
| Means of escape                                          | 5             | ➡        | 0                |
| Inspections, testing and maintenance                     | 7             | ➡        | 0                |
| Evacuation                                               | 5             | ➡        | 0                |
| Training                                                 | 0             | ➡        | 0                |
| Firefighting information                                 | 0             | ➡        | 0                |
| History, actions and notices                             | 0             | ➡        | 0                |
| Risk Matrix                                              | 0             | ➡        | 0                |
| Health and Safety Management                             | 0             | ➡        | 0                |
| Risk Assessments                                         | 5             | ➡        | 0                |
| Accidents and Incidents                                  | 0             | ➡        | 0                |
| Utilities                                                | 0             | ➡        | 0                |
| Internal Environment                                     | 0             | ➡        | 0                |
| Welfare Facilities                                       | 0             | ➡        | 0                |
| General Structure                                        | 0             | ➡        | 0                |
| Waste Management                                         | 0             | ➡        | 0                |
| External Environment                                     | 0             | ➡        | 0                |
| <b>All</b>                                               | <b>7</b>      | <b>➡</b> | <b>0</b>         |

# Fire Risk Assessment

---

## Introduction

This report is intended to assist the client in meeting their obligations to comply with Article 9 of the Regulatory Reform (Fire Safety) Order 2005 (the 'Fire Safety Order'), which requires that a risk assessment be carried out.

The Fire Safety Order requires that you keep your risk assessment under review. A date for routine review is provided on the front of this report. However, you should review the report sooner should there be any reason to suspect that it is no longer valid, if a significant change takes place or if a fire occurs.

We have based our assessment on observations made whilst at the premises and on information provided to us, either verbally or in writing.

We believe that the assessment is suitable and sufficient, has been undertaken by a competent person and can confirm that in preparing the report we have exercised all reasonable skill and care.

## Scope and Limitations of assessment

The scope of this assessment is for the readily accessible areas of the premises. All observations regarding the condition of the construction and general arrangements are based on a visual inspection only with no intrusive surveys being undertaken, unless otherwise stated. As it is not always possible to access all rooms and areas, or to inspect less readily accessible areas, such as voids above ceilings, it is also necessary to rely on a degree of sampling and to apply reasonable assumptions and judgement.

With regard to the level of investigation and assessment the following applies:

### *Persons at risk*

Any persons at a specific risk will be detailed in the relevant section of this assessment.

### *Named responsible person*

This is not intended to represent a legal interpretation of responsibility, but merely reflects the managerial arrangement in place at the time of this risk assessment.

### *Fire detection and means of giving warning*

Findings are based on a visual inspection with no audibility tests or verification of full compliance with relevant British Standards being carried out.

### *Emergency Lighting*

Findings are based on a visual inspection of the system with no test of luminance levels or verification of full compliance with relevant British Standards being carried out.

### *Heating, Ventilation, Air Conditioning (HVAC)*

Findings are based on a visual inspection only, as a full investigation of the design of HVAC systems is outside the scope of this fire risk assessment.

### *Fire separation and compartmentation*

Findings are based on a visual inspection of readily accessible areas. A degree of sampling may be undertaken where appropriate.

### *Arson*

If specific advice on security (including security against arson) is required, the advice of a security specialist should be obtained.

All aspects of this report meet the requirements of the Regulatory Reform (Fire Safety) Order 2005. However, there may be items that are required by insurers, or other parties, which fall outside the scope of this assessment.

## Dangerous Substances

This fire risk assessment has considered dangerous substances that are used or stored in the assessed areas of the premises, only to the extent necessary to determine the adequacy of the general fire precautions (as defined in Article 4 of the Fire Safety Order) and to advise you accordingly. If dangerous substances are used or stored on your premises, you should ensure that you have met the duties under the Dangerous Substances and Explosive Atmospheres Regulations 2002 (DSEAR) that apply to you, including carrying out a risk assessment of the relevant work activities.

## Recommendations

Our recommendations are provided in the Risk Improvement Programme section. This section details the actions to be taken, which are considered necessary to satisfy the requirements of the Fire Safety Order and to protect people from fire. If any recommendation in the Risk Improvement Programme is unclear, you should seek further clarification.

Completion of risk improvements can be updated within Cardinus' INDIGO software platform. The INDIGO software will evidence levels of compliance through actions taken and reflect these actions within updated assessment reports that can be made available to relevant stakeholders.

## BAFE SP205 Scheme - Validation of fire risk assessments

We are certificated under the BAFE Fire Protection Industry Scheme SP205 Part 1 Life Safety Fire Risk Assessment and are authorised to issue a certificate of conformity for this fire risk assessment. You will find this at the end of this report.

To meet with the requirements of our BAFE SP205 Part 1 Life Safety Fire Risk Assessment certification scheme, we validate and sign-off all fire risk assessments. The validation and sign-off is carried out by a senior fire risk assessor, referred to as the validator, and is part of a wider, quality assurance procedure.

## Disclaimer

The purpose of this report is to provide an assessment of the risk to life from fire, and, where appropriate, to make recommendations to ensure compliance with fire safety legislation. The report does not address the risk to property or business continuity from fire.

The submission of this report constitutes neither a warranty of future results by Cardinus, nor an assurance against risk. The report represents only the best judgement of the consultant involved in its preparation, and is based, in part, on information provided by others. No liability whatsoever is accepted for the accuracy of such information.

## External Wall Construction

Assessment of the fire risks of external walls and any cladding are excluded from the scope of this fire risk assessment.

Due to the complexities involved in the identification of materials, and the possible need for the removal of samples for testing through an intrusive inspection process, our fire risk assessment will consider the presence of the external wall systems and/or balconies and where appropriate will recommend a fire risk appraisal (FRAEW) of the external wall construction is carried out in accordance with PAS 9980: 2022.

Where a recommendation has been made for a FRAEW to be carried out, it is strongly recommended that you obtain advice from qualified and competent specialists, as described in PAS 9980: 2022.

The outcome of any FRAEW is a determination of whether the external wall construction is acceptable or whether remedial action is necessary to replace some or all of the components of the external wall make-up, or to address shortcomings, such as the absence of cavity barriers.

Cardinus shall not be liable for any loss, damage, or any other liability directly or indirectly arising out of, or in any way connected with the combustibility or fire protection performance of all façade materials including but not limited to external cladding to include associated core filler, insulation and cavity barriers.

## Useful Links to Guidance

Check your fire safety responsibilities under the Fire Safety Order:

<https://www.gov.uk/guidance/check-your-fire-safety-responsibilities-under-the-fire-safety-order>

UK Government - Building safety advice:

<https://www.gov.uk/guidance/building-safety-programme>

# Health & Safety Risk Assessment

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## Introduction

Cardinus Risk Management was instructed to undertake a review of and report on the general property health, safety and welfare risks to assist the client in meeting their statutory obligations and Common Law duties including (but not exclusively) duties under the current:

- > Health & Safety at Work Acts
- > European Workplace Legislation
- > The Occupiers' Liability Acts
- > Tort
- > The Defective Premises Act

The purpose of this report is to provide an assessment of the health, safety and welfare risks from the building and activities carried out by any employer, and, where appropriate, make recommendations to aid compliance with relevant Health, Safety and Welfare Legislation. Every effort has been made to ensure that all statements and information offered in this report are given in good faith; statements and information offered relate to matters seen during the safety review and information supplied at the time. It should, however, be noted that where we have been provided with information by other parties, we take no responsibility for its accuracy.

## Scope and Limitations of assessment

This Health & Safety Risk Assessment takes account of the statutory and other obligations referred to above to meet place of work and non-place of work situations (including the common areas of blocks of flats, which may also rank as a 'place of work').

This report will highlight the required statutory risk assessments that require completion, as well as identifying general facilities test and maintenance requirements. Also, any potential risks relating to the internal and external areas of the property will be reported on with recommendations made.

This assessment is not intended to be an audit or inspection of health & safety procedures for the organisation. The purpose is to identify any hazards associated with the general construction and facilities at the site and to establish the existence of risk assessments for defined activities and procedures.

We believe that the assessment is suitable and sufficient, has been undertaken by a competent person and can confirm that in preparing the report we have exercised all reasonable skill and care.

## Recommendations

Our recommendations are provided in the Risk Improvement Programme section. This section details the actions to be taken, which are considered necessary to satisfy the requirements of Health & Safety regulations and to protect people from hazards. If any recommendation in the Risk Improvement Programme is unclear, you should seek further clarification.

Completion of risk improvements can be updated within Cardinus' INDIGO software platform. The INDIGO software will evidence levels of compliance through actions taken and reflect these actions within updated assessment reports that can be made available to relevant stakeholders.

## Disclaimer

The purpose of this report is to provide an assessment of the risks and, where appropriate, to make recommendations to ensure compliance with Health & Safety legislation. The report does not address the risk to property or business continuity.

The submission of this report constitutes neither a warranty of future results by Cardinus, nor an assurance against risk. The report represents only the best judgement of the consultant involved in its preparation, and is based, in part, on information provided by others. No liability whatsoever is accepted for the accuracy of such information.

## Useful Links to Guidance

Check your responsibilities under the Health & Safety regulations:

<https://www.hse.gov.uk/>

## Risk Rating Definitions for the Risk Improvement Programme Recommendations

In order to ascertain a priority and a risk level for the tasks defined in the Risk Improvement Programme, a simple matrix is used by the risk assessors in order to bring consistency to the levels of risk. This allows for the significant findings to be given a specific risk rating as detailed below:

| Likelihood of fire | Classification of fire risk |                  |                  |
|--------------------|-----------------------------|------------------|------------------|
|                    | Likely consequence of fire: |                  |                  |
|                    | Slight harm                 | Moderate harm    | Extreme harm     |
| Low                | Trivial risk                | Tolerable risk   | Moderate risk    |
| Medium             | Tolerable risk              | Moderate risk    | Substantial risk |
| High               | Moderate risk               | Substantial risk | Intolerable risk |

Taking into account the fire prevention measures observed at the time of this risk assessment, it is considered that the hazard from fire (likelihood of fire) at these premises is:

|     |          |      |
|-----|----------|------|
| Low | Medium ✓ | High |
|-----|----------|------|

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

**Low:** Unusually low likelihood of fire as a result of negligible potential sources of ignition.

**Medium:** Normal fire hazards (potential ignition sources) for this type of occupancy, with fire hazards generally subject to appropriate controls (other than minor shortcomings).

**High:** Lack of adequate controls applied to one or more significant fire hazards, such as to result in significant increase in likelihood of fire.

Taking into account the nature of the premises and the occupants, as well as the fire protection and procedural arrangements observed at the time of this fire risk assessment, it is considered that the consequences for life safety in the event of fire would be:

|             |                 |              |
|-------------|-----------------|--------------|
| Slight harm | Moderate harm ✓ | Extreme harm |
|-------------|-----------------|--------------|

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

**Slight harm:** Outbreak of fire unlikely to result in serious injury or death of any occupant (other than an occupant sleeping in a room in which a fire occurs).

**Moderate harm:** Outbreak of fire could foreseeably result in injury (including serious injury) of one or more occupants, but it is unlikely to result in multiple fatalities.

**Extreme harm:** Significant potential for serious injury or death of one or more occupants.

Accordingly, it is considered that the risk to life from fire at these premises is:

|         |           |            |             |             |
|---------|-----------|------------|-------------|-------------|
| Trivial | Tolerable | Moderate ✓ | Substantial | Intolerable |
|---------|-----------|------------|-------------|-------------|

A suitable risk-based control plan should involve effort and urgency that are proportional to risk.

Using the table below we can provide a consistent assessment of risk whilst setting recommended timescales for actions to be completed.

| Risk level         | Action and timescale                                                                                                                                                                                                                                                                                                                                                                                                         |
|--------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Trivial</b>     | No action is required and no detailed records need be kept.                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Tolerable</b>   | No major additional fire precautions required. However, there might be a need for reasonably practicable improvements that involve minor or limited cost.                                                                                                                                                                                                                                                                    |
| <b>Moderate</b>    | It is essential that efforts are made to reduce the risk. Risk reduction measures, which should take cost into account, should be implemented within a defined time period. Where moderate risk is associated with consequences that constitute extreme harm, further assessment might be required to establish more precisely the likelihood of harm as a basis for determining the priority for improved control measures. |
| <b>Substantial</b> | Considerable resources might have to be allocated to reduce the risk. If the premises are unoccupied, it should not be occupied until the risk has been reduced. If the premises are occupied, urgent action should be taken.                                                                                                                                                                                                |
| <b>Intolerable</b> | Premises (or relevant area) should not be occupied until the risk is reduced.                                                                                                                                                                                                                                                                                                                                                |

#### **Intolerable or Substantial risk = High – Priority 1**

Immediate (should be implemented as soon as possible), including, where relevant, interim measures necessary to ensure the safety of occupants until permanent measures can be implemented.

The risk from fire, its effect on persons in the premises or the probability of a fire starting is intolerable or substantial. There could also be a serious contravention of fire safety legislation and/or recommendations and guidance. The responsible person should be informed as soon as reasonably practicable.

#### **Moderate risk = Medium – Priority 2**

Short term (should be implemented within, say, three months).

The risk from fire, its effect on persons in the premises or the probability of a fire starting is moderate. There could also be a contravention of fire safety legislation and/or recommendations and guidance.

#### **Tolerable risk = Low – Priority 3**

Medium term (should be implemented within, say, three to six months).

The risk from fire its effect on the persons in the premises or the probability of a fire starting is tolerable. There may be a contravention of good practice, fire safety legislation and/or recommendations and guidance.

#### **Trivial risk = Low – Priority 4**

Long term (should be implemented as and when the opportunity arises, such as at the time of replacement of a fire door or refurbishment of premises).

Note: There will be occasions where the timescale of a recommendation can be reduced due to the ease in which the work can be implemented, such as the provision of a fire action notice or similar. To this end a recommendation could be given a low rating but given a shorter timescale of say 1 month. Generally all recommendations should be completed as soon as reasonably practicable.

Any recommendations for risk improvement emanating from this assessment are contained in a separate 'Risk Improvement Programme' report, which should be read in conjunction with this assessment. Completion of risk improvements can be updated within Cardinus' INDIGO software platform. The INDIGO software will evidence levels of compliance through actions taken and reflect these actions within updated assessment reports that can be made available to relevant stakeholders.

Cardinus shall not be liable for any loss, damage, or any other liability directly or indirectly arising out of, or in any way connected with the combustibility or fire protection performance of all façade materials including but not limited to external cladding to include associated core, filler, signage and insulation.

## Survey Details

| Occupation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  | Original rating | Potential rating |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------|------------------|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  | 0               | 0                |
| <b>2. Where this assessment is of a residential building, what is the fire risk assessment type?</b><br>Type 1.<br><b>Details:</b><br>Common parts only (non-destructive).                                                                                                                                                                                                                                                                                                                             |  | 0               | 0                |
| <b>3. What is the main use for the building[s]?</b><br>Mixed residential and commercial.<br><b>Details:</b><br>The development is predominately residential with a number of commercial units. The commercial tenants are responsible for fire and health and safety regulations within their demised areas. The commercial tenants are also responsible for ensuring that they have adequate emergency procedures in place and that staff have been adequately trained to implement those procedures. |  | 0               | 0                |
| <b>4. What is the fire evacuation strategy?</b><br>Simultaneous.<br><b>Details:</b><br>A simultaneous evacuation policy adopts the following approach. When a fire occurs anywhere in the building the entire building is evacuated immediately on receiving an alarm signal (e.g. from a fire detection and fire alarm system).                                                                                                                                                                       |  | 0               | 0                |
| <b>5. Approximate number of occupants?</b><br>200                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |                 |                  |
| <b>6. Approximate number of occupants - additional detail</b><br>This is an approximate figure based on there being an estimated two persons per residential unit.                                                                                                                                                                                                                                                                                                                                     |  | 0               | 0                |
| <b>7. Persons at risk?</b><br>Staff, Residents & Visitors.<br><b>Details:</b><br>There are approximately one hundred and ninety-eight residents, based on two per unit, however there is a concierge at the premises, from 0900 every weekday.                                                                                                                                                                                                                                                         |  | 0               | 0                |
| <b>8. Who is the person responsible for fire safety? (e.g. employer or person having control of the premises.)</b><br>Iwan Thomas<br><b>Details:</b><br>The Responsible Person is Iwan Thomas as property manager, at corporate level Western Permanent Property have responsibility.                                                                                                                                                                                                                  |  |                 |                  |
| Construction                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  | 0               | 0                |

### 9. What is the height of the building in storeys including ground level?

Fifteen

**Details:**

The building is fifteen storeys in stature, at ground level there is a residential lobby with concierge desk. A number of commercial occupy parts of the Ground and First Levels with units including, office space, a bakery, a sub-sandwich shop and a bicycle shop.



View of the Development



Front & Side View



Commercial Units



Front & Side View



Multi-Storey Car Park



Residential Lobby

**10. What is the height of the building in storeys including ground level - additional detail**

0

0

No further detail required.

**11. How many basement levels are there in the building?**

None

**12. How many basement levels are there in the building - additional detail**

0

0

Not applicable.

Details:

No basement levels identified.

**13. How many units / apartments are there in the property?**

99

**14. How many units / apartments are there in the property - additional detail**

0 0

The property provides self-contained residential units.

**15. What is the approximate date of construction?**

Circa 1960's

**Details:**

The former office block is believed to have been constructed in the 1960's with conversion to residential apartments taking place around 2001.

**16. What is the approximate date of construction - additional detail**

0 0

Due to the age of the building, there is an expectation that the construction complies with modern building regulations.

**Details:**

The building was converted to residential apartments around 2001 therefore the building should be compliant with Building Regulations 1991.

**17. Is the property purpose-built or a conversion?**

0 0

Purpose-built.

**Details:**

No further detail required.

**18. What is the general building construction?**

0 0

Reinforced concrete construction with external facings.



Timber Cladding



Rendered Elevation

**19. General description of the means of escape:**

0 0

The means of escape for the property consists of a single, internal stairway leading to the ground floor exit. Flat entrances are separated from the common part stairway by a protected lobby.

**Details:**

No further detail required.

**20. Are there any combustible or potentially combustible materials and/or cladding on the external walls?**

0 0

Yes.

**Details:**

Following a street level, visual inspection to the exterior of the building, we noted evidence of potentially combustible materials and/or cladding on the external walls.

- Timber cladding
- Rendered elevation over unknown substrate/fixing system
- Unknown balcony decking material

**21. Where relevant, has a fire risk appraisal of the external walls (FRAEW) been carried out?** 0 0

Yes.

**Details:**

A fire risk appraisal of the external walls (FRAEW) has been carried out, a Combined Façade and Fire Safety Report has been undertaken by "Façade Remedial Consultants (FRC)", Reference - DB/2855/21042021.

To summarise the report, there majority of the external walling systems, comprise acrylic render over, expanded polystyrene (EPS) insulation with a metal rail system, in addition to areas of timber cladding with timber baton fixing system and timber decked balconies in stacked configuration.

The FRAEW has recommend both remediation and temporary measures including waking watch/adopting a simultaneous evacuation strategy.

FRC DB/2855/21042021 - Paragraph 18.2.2 "Due to the presence of the EPS render system, the building is non-compliant with the MHCLG Guidance. We strongly recommend that the evacuation procedure for the blocks is changed from "stay put" to "simultaneous".

Following a period of waking watch additional fire detection was installed, in order to relieve the waking watch and maintain the simultaneous evacuation strategy.

**22. Were there any significant areas which were unable to be accessed?** 0 0

No.

**Details:**

All significant areas were accessible.

## Electrical

| Original rating | Potential rating |
|-----------------|------------------|
| 3               | 0                |

**23. Are the fixed electrical installations subject to periodic inspection and testing?** 0 0

No hazard identified at the time of this assessment.

**Details:**

There is evidence that the periodic inspection of the electrical installations has been carried out by a competent engineer.



Test Due 2029



Test Due 2029

**24. Has Portable Appliance Testing (PAT) been carried out?**

3

0

No/Unable to confirm - Risk of fire from non-PAT tested electrical equipment.

**Details:**

No evidence available regarding whether the PAT testing of the electrical equipment has been carried out on all equipment, some appeared to be tested and others didn't.

[T# 2024-256916 PAT testing](#)



Un-tested PA's



Tested PA's

**25. Are there measures in place to limit the use of and damage to trailing leads?**

0

0

Not Applicable.

**Details:**

No items of this nature identified at the premises.

**26. Are extension leads and adaptors being used safely?**

0

0

No hazard identified at the time of this assessment.

**Details:**

No evidence of overloading of extension leads and/or adaptors.

**27. Are there any wiring systems that are liable to premature collapse in extreme heat?**

0

0

Not applicable.

**Details:**

No wiring systems of this nature identified at the premises.



Steel Conduit Brackets

**28. Other hazards or deficiencies observed.**

0

0

No other hazard or deficiency observed at the time of this assessment.

## Smoking

Original  
rating

Potential  
rating

0

0

**29. Is smoking prohibited in relevant parts of the building and are suitable designated areas provided?**

0

0

No hazard identified at the time of this assessment.

**Details:**

The relevant areas of the premises comply with the Smoke-free (Signs) Regulations 2012. "No Smoking" signage is in place. There was no evidence of discarded smoking materials within any of the common areas at the time of this assessment.



No Smoking Signage

**30. Other hazards or deficiencies observed.**

0

0

No other hazard or deficiency observed at the time of this assessment.

**Details:**

No further detail required.

## Heating and ventilation

Original  
rating

Potential  
rating

0

0

**31. Are all heating ventilation and air conditioning (HVAC) installations subject to regular maintenance?**

0

0

No hazard identified at the time of this assessment.

**Details:**

We have been advised that HVAC installations are subject to regular servicing and maintenance by competent engineers.

**32. Are fixed and/or portable heaters fit for purpose and clear of combustible materials?**

0

0

No hazard identified at the time of this assessment.

**Details:**

All heaters found to be fit for purpose and clear of combustible materials.



Clear Fixed Heater



Clear Fixed Heater

**33. Other hazards or deficiencies observed.**

0

0

No other hazard or deficiency observed at the time of this assessment.

## Cooking

Original  
rating

Potential  
rating

0

0

**34. Are kitchen equipment and appliances in good condition and clear of combustible materials?**

0

0

Not Applicable.

**Details:**

No items of this nature identified at the premises.

**35. Are cooking extraction systems periodically inspected and cleaned?**

0

0

Not Applicable.

**Details:**

No items of this nature identified at the premises, within the scope of this property.

**36. Other hazards or deficiencies observed.**

0

0

No other hazard or deficiency observed at the time of this assessment.

## Arson

Original  
rating

Potential  
rating

7

0

**37. Are all reasonable measures in place to prevent unauthorised entry to premises?**

0

0

No hazard identified at the time of this assessment.

**Details:**

There is controlled access to the property with good overall security.



Residential Lobby Entrance

**38. Are there combustible materials in close proximity to the building?**

5

0

No/Unable to confirm - Risk of arson from combustible materials in close proximity to the building.

**Details:**

Combustible materials were readily available for ignition by outsiders. There was evidence of malicious fire-setting in the vicinity.

We noted wooden pallets and boxes against the external elevation of the building to the rear, of the property, whilst relatively secure to outsiders, there remains some risk to arson and they were located under a means of escape.

[T# 2024-256917 Arson combustible materials](#)



Items under Fire Escape

**39. Is there a risk from arson or accidental ignition in the external waste bins, which could affect the building?**

7

0

No/Unable to confirm - Risk of arson from external waste bins located in close proximity to the building.

**Details:**

External waste bins are located close to the building in an unsecure location. The bins are currently:

- Located up against the External Walling System(s) that require remediation to prevent the spread of fire.
- Located blocking access to Dry Riser Inlet panel, which would be required by the Fire and Rescue Service in the event of an emergency.

[T# 2024-256918 Arson bins location](#)



Bins Against Combustible Façade

**40. Is there a risk of arson by access to the letterbox?**

0

0

No hazard identified at the time of this assessment.

**Details:**

Internal, individual, residents' post-boxes installed.



Internal Post-boxes

**41. Other hazards or deficiencies observed.**

0

0

No other hazard or deficiency observed at the time of this assessment.

## Ignition sources

Original  
rating

Potential  
rating

0

0

**42. Are measures in place to reduce risk of ignition from working practices and processes?**

0

0

Not Applicable.

**Details:**

These questions generally deal with high-risk industrial processes and equipment and therefore they are not relevant to this property.

**43. Is there a risk of fire from any equipment or machinery?**

0

0

Not Applicable.

**Details:**

These questions generally deal with high-risk industrial processes and equipment and therefore they are not relevant to this property.

**44. Other hazards or deficiencies observed.**

0

0

No other hazard or deficiency observed at the time of this assessment.

| Combustible and flammable materials                                               | Original rating | Potential rating |
|-----------------------------------------------------------------------------------|-----------------|------------------|
|                                                                                   | 5               | 0                |
| 45. Is there adequate control over combustible material fire loading and storage? | 5               | 0                |

No/Unable to confirm - Risk of fire spread from incorrect storage/excessive amounts of combustible materials.

Details:

Items not adequately controlled with superfluous amounts of combustible materials increasing the fire loading of premises.

T# 2024-256920 Combustible material storage residential



Items in Electrical Intake Room



Items in Escape Route



Items in Escape Route



Item(s) in Escape Route



Item(s) in Escape Route



Items in Escape Route

|                                                                                           |   |   |
|-------------------------------------------------------------------------------------------|---|---|
| 46. Is there adequate control over the use and storage of flammable liquids and/or gases? | 0 | 0 |
|-------------------------------------------------------------------------------------------|---|---|

Not Applicable.

**Details:**

No significant flammable liquids and/or gases noted at the time of this assessment.

**47. Is there a hot works permit procedure in place?**

0

0

No hazard identified at the time of this assessment.

**Details:**

A hot works permit procedure is in place. There is an expectation that any contractor undertaking hot work will supply risk assessments and method statements prior to work commencing; at which point the work will be supervised at a local level and a hot work permit implemented as required.

**48. Are there items on balconies or other areas, that might pose a risk from fire?**

0

0

No hazard identified at the time of the assessment.

**Details:**

In these areas there is a policy in place prohibiting the use of barbecues and other sources of ignition, as well as the storage of combustible materials.

**49. Other hazards or deficiencies observed.**

0

0

No other hazard or deficiency observed at the time of this assessment.

## Fire detection and warning and smoke ventilation systems

Original  
rating

Potential  
rating

0

0

**50. Is there adequate provision of a fire detection and warning system?**

0

0

No hazard identified at the time of this assessment.

**Details:**

The automatic fire detection system was installed at the point of conversation to include communal areas, following the advice in the FRAEW completed by FRC it was extended to support a Simultaneous Evacuation Policy.

The system appeared to be of Grade A provenance, and includes detection throughout the property. We gained access to one residential apartment (penthouse) and were able to confirm that the fire detection coverage extended to every room which had a window overlooking the specific risk presented by the cladding system.

From the Zone Plans on the wall, it would appear that coverage extends to all residential apartments and it is assumed that the original Zones, including Lobby, Communal Areas and Commercial Units has been interlinked with the new system.



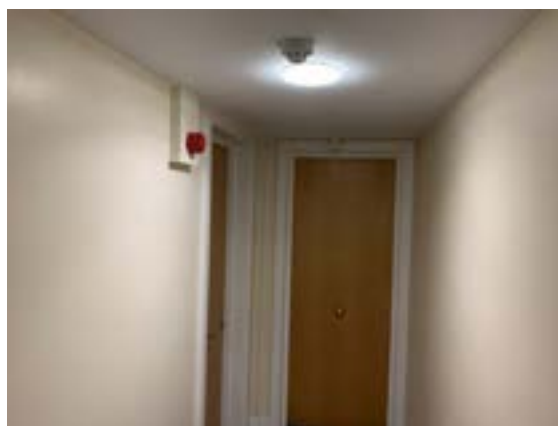
Original System Zone Plan



New System Zone Plan



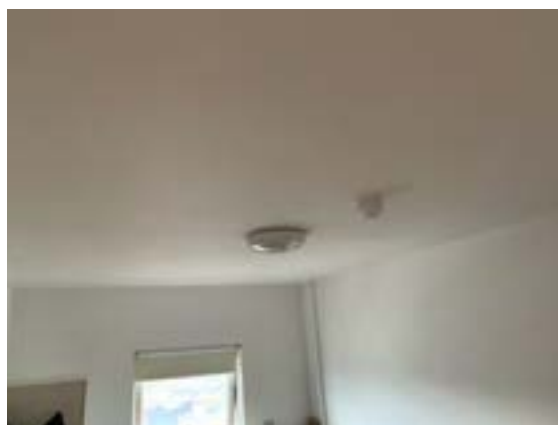
Fire Alarm Panel



Detection - Communal Area



Sounder - Residential Lobby



Detection - Residential Bedroom

**51. Is there unnecessary provision of a fire detection and/or fire alarm system?**

0

0

No hazard identified at the time of this assessment.

**Details:**

Appropriate fire detection and warning system installed.

**52. Is there adequate provision of a smoke ventilation system?**

0

0

No hazard identified at the time of this assessment.

**Details:**

A system of automatic smoke detection is provided to operate the smoke control system automatic opening vents (AOVs), There are smoke shafts located in corridors with high-level vents located at the head of the escape stairways.



Vent in Stairwell/Escape Route



Smoke Shaft - Escape Route

**53. Other hazards or deficiencies observed.**

0 0

No other hazard or deficiency observed at the time of this assessment.

## Firefighting provisions

| Original rating | Potential rating |
|-----------------|------------------|
| 0               | 0                |

**54. Is there a reasonable provision of fire extinguishers?**

0 0

No hazard identified at the time of this assessment.

Details:

Appropriate fire extinguishers provided and readily available.

**55. Is there reasonable provision of fire blankets?**

0 0

Not Applicable.

Details:

No requirement for fire blankets.

**56. Is there reasonable provision of sprinkler systems?**

0 0

Not Applicable

Details:

No requirement for a sprinkler system.

**57. Is there reasonable provision of fixed firefighting installations?**

0 0

No hazard identified at the time of this assessment.

Details:

Appropriate fixed firefighting installations are installed, dry risers provided.



Dry Riser Outlet



Dry Riser Inlet

**58. Is there reasonable provision of fire suppression systems?**

0 0

Not Applicable.

Details:

No requirement for a gas fire suppression system.

**59. Other hazards or deficiencies observed.**

0 0

No other hazard or deficiency observed at the time of this assessment.

## Means of escape

| Original rating | Potential rating |
|-----------------|------------------|
| 5               | 0                |

**60. Are all escape routes clear of combustible materials and obstruction?**

0 0

No/Unable to confirm - Persons may be unable to evacuate the premises quickly due to obstructed escape routes.

**Details:**

Escape routes obstructed, please refer to earlier section of this report "Combustible and flammable material" for more information, photographs and resulting risk improvement.

**61. Are travel distances within the guidelines for the type of premises?**

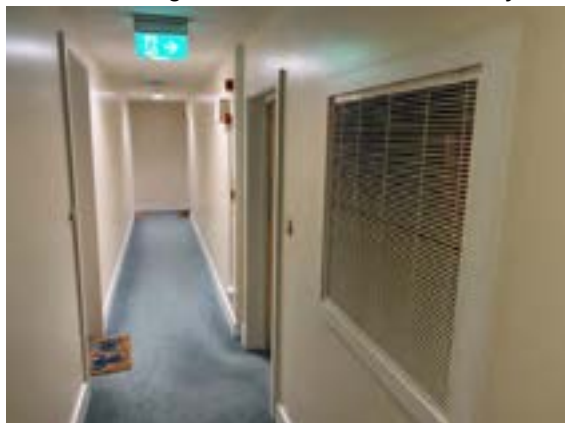
0

0

No hazard identified at the time of this assessment.

**Details:**

Where there are travel distances outside the current benchmark limits for the type of premises there is an engineered smoke ventilation system installed.



Smoke Shaft - Escape Route

**62. Is the fire separation of floors and compartments considered to be satisfactory?**

5

0

No/Unable to confirm - Fire resistance between compartments requires attention to stop the spread of smoke and flames.

**Details:**

There is a lack of fire resistance between floors and compartments.

[T# 2024-256927 Fire separation](#)



Inadequate Fire Stopping



Inadequate Fire Stopping



Fire Collar - Not fixed to soffit



Fire Collar - Not fixed to soffit



Potentially Inadequate Fire Stopping



Fire Collar - Not fixed to soffit



Potentially Inadequate Fire Stopping



Potentially Inadequate Fire Stopping



Potentially Inadequate Fire Stopping



Potentially Inadequate Fire Stopping

**63. Are all fire exits easily and immediately openable?**

0

0

No hazard identified at the time of this assessment.

**Details:**

All fire exits were found to be in serviceable condition.

**64. Is there adequate provision of self-closing, fire-resisting doors?**

0

0

No hazard identified at the time of this assessment.

**Details:**

Self-closing fire doors are installed in appropriate locations. Due to the age of the property, it is unlikely that the flat entrance fire doors do not meet with modern specifications. If any flat entrance door were to be altered or replaced a further survey should be undertaken to confirm its suitability. Common part cross-corridor fire doors are fitted with self-closing devices, combined intumescent strips and cold smoke seals. Common part circulation spaces fire doors are fitted with self-closing devices, combined intumescent strips and cold smoke seals.



Self-closing FD - Communal Area



Self-closing FD - Communal Area



Self-closing FD - Communal Area



Self-closing Flat Entrance Door



Self-closing Flat Entrance Door



Self-closing Flat Entrance Door

**65. Are all self-closing, fire-resisting doors free from obstruction?**

0

0

No/Unable to confirm - Held open fire doors could lead to the spread of smoke and fire.

**Details:**

Fire doors are obstructed/wedged open, please see later section of this report "Inspections, testing and maintenance" and question regarding fire doors for more information and resulting risk improvement.

**66. Is there adequate provision of non-self-closing, fire-resisting doors?**

0

0

No hazard identified at the time of this assessment.

**Details:**

[delete as appropriate] services cupboard fire doors are fitted with combined intumescent strips and cold smoke seals.

**67. Are fire-resisting doors to cupboards, stores and service ducts etc., kept locked where required?**

0

0

No hazard identified at the time of this assessment.

**Details:**

All fire doors were found to be secure where required.

**68. Are all fire-resisting doors fitted with appropriate label signage?**

0

0

No hazard identified at the time of this assessment.

**Details:**

All fire doors were found to be fitted with appropriate label signage.



Fire Door Signage

**69. Is there considered to be a reasonable standard of fire safety signs?**

0

0

No hazard identified at the time of this assessment.

**Details:**

There is reasonable provision of fire safety signs.

**70. Is there considered to be a reasonable standard of fire action notices?**

5

0

No/Unable to confirm - Persons may be unaware of the actions to take in a fire.

**Details:**

Inadequate or no provision of fire action notices, we noted (incorrect) Stay Put Fire Action Notice (s) in place.

T# 2024-256932 Residential fire action notice simultaneous



Stay Put FAN



Simultaneous Evacuation FAN

**71. Is there considered to be reasonable provision of emergency lighting?**

0

0

No/Unable to confirm - Persons would be unable to evacuate the premises quickly due to the lack of emergency lighting.

**Details:**

Inadequate or no provision of emergency lighting, we noted several units which were in-operable, there were some engineers on site working on lighting, so this issue may be addressed.

Please refer to later section of this report "Inspections, testing and maintenance" for more information and resulting risk improvement.

**72. Other hazards or deficiencies observed.**

0

0

No other hazard or deficiency observed at the time of this assessment.

## Inspections, testing and maintenance

|                                                                                                                                                                          | Original rating | Potential rating |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|------------------|
|                                                                                                                                                                          | 7               | 0                |
| <b>73. Is the fire alarm system subject to routine tests and maintenance?</b>                                                                                            | 0               | 0                |
| No hazard identified at the time of this assessment.                                                                                                                     |                 |                  |
| <b>Details:</b>                                                                                                                                                          |                 |                  |
| We were informed that there is a regime in place for the periodic testing and maintenance of the automatic fire detection and warning system.                            |                 |                  |
| <b>74. Is the emergency and escape lighting system subject to routine tests and maintenance?</b>                                                                         | 7               | 0                |
| No/Unable to confirm - Persons may be unable to evacuate the premises safely due to the possible failure of the emergency lighting.                                      |                 |                  |
| <b>Details:</b>                                                                                                                                                          |                 |                  |
| No evidence of a test and maintenance regime being in place for the emergency lighting.                                                                                  |                 |                  |
| <a href="#">T# 2024-256934 Emergency lighting test and maintenance</a>                                                                                                   |                 |                  |
|     |                 |                  |
| Inoperable EL                                                                                                                                                            |                 |                  |
| In-operable EL                                                                                                                                                           |                 |                  |
|   |                 |                  |
| Inoperable EL                                                                                                                                                            |                 |                  |
| In-operable EL                                                                                                                                                           |                 |                  |
| <b>75. Are the fire extinguishers serviced annually?</b>                                                                                                                 | 5               | 0                |
| No/Unable to confirm - Failure of fire extinguishers due to the lack of maintenance.                                                                                     |                 |                  |
| <b>Details:</b>                                                                                                                                                          |                 |                  |
| No evidence to confirm that the annual servicing of the fire extinguishers has been carried out.                                                                         |                 |                  |
| <a href="#">T# 2024-256935 Fire extinguishers test and maintenance</a>                                                                                                   |                 |                  |



Expired Fire Extinguisher

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |   |   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|
| <b>76. Are the smoke control systems subject to tests and maintenance?</b><br>No hazard identified at the time of this assessment.<br><b>Details:</b><br>We were informed that there is a regime in place for the periodic testing and maintenance of the smoke control system.                                                                                                                                                                                                                   | 0 | 0 |
| <b>77. Are the external escape stairs and/or gangways in a reasonable condition and periodically inspected by a competent person?</b><br>No/Unable to confirm - Failure of external stairs and/or gangways due to the lack of maintenance.<br><b>Details:</b><br>No evidence of the inspection and/or maintenance of the external escape stairs and/or gangways.<br><a href="#">T# 2024-256936 External stairs and/or gangways inspection</a>                                                     | 3 | 0 |
| <b>78. Are the dry and/or wet rising mains subject to periodic inspections and maintenance?</b><br>No hazard identified at the time of this assessment.<br><b>Details:</b><br>We were informed that there is a regime in place for the periodic testing and maintenance of the rising mains.                                                                                                                                                                                                      | 0 | 0 |
| <b>79. Are the lifts subject to periodic testing, inspections and maintenance?</b><br>No hazard identified at the time of this assessment.<br><b>Details:</b><br>We were informed that there is a regime in place for the periodic testing, inspection and maintenance of the lift(s).                                                                                                                                                                                                            | 0 | 0 |
| <b>80. Are the sprinkler systems subject to periodic testing, inspections and maintenance?</b><br>Not Applicable.<br><b>Details:</b><br>No sprinkler systems in the premises.                                                                                                                                                                                                                                                                                                                     | 0 | 0 |
| <b>81. Residential premises.</b><br><b>Are the flat entrance and common part fire doors subject to periodic inspections and maintenance?</b><br>No/Unable to confirm - Failure of fire doors due to the lack of inspection and maintenance.<br><b>Details:</b><br>No evidence to confirm that the periodic inspection and maintenance of the flat entrance fire doors has been carried out.<br><a href="#">T# 2024-256937 Flat entrance and common part fire doors inspection and maintenance</a> | 5 | 0 |



Fire Door - Not Shutting



Fire Door - Broken Self-closer



Damaged Intumescent Strip



Excessive FD Gap



Excessive FD Gap



Excessive FD Gap



Fire Door - Not closing 100%



Leaking FD Hinge

|                                                                                                                                                                                                                                                                                                                          |   |   |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|
| <b>82. Non-residential premises.</b><br><b>Are the fire doors subject to periodic inspections and maintenance?</b><br>Not Applicable.<br>Details:<br>This assessment is of residential areas, only.                                                                                                                      | 0 | 0 |
| <b>83. Are the fire exits subject to periodic inspections and maintenance?</b><br>No hazard identified at the time of this assessment.<br>Details:<br>We were informed that there is a regime in place for the periodic inspection and maintenance of the fire exits.                                                    | 0 | 0 |
| <b>84. Are the fire dampers subject to periodic testing, inspections and maintenance?</b><br>No hazard identified at the time of this assessment.<br>Details:<br>We were informed that there is a regime in place for the periodic testing, inspection and maintenance of the fire dampers.                              | 0 | 0 |
| <b>85. Is any lightning protection system subject to periodic testing, inspections and maintenance?</b><br>No hazard identified at the time of this assessment.<br>Details:<br>We were informed that there is a regime in place for the periodic testing, inspection and maintenance of the lightning protection system. | 0 | 0 |
| <b>86. Are routine fire safety checks carried out?</b><br>No hazard identified at the time of this assessment.<br>Details:<br>We were informed that there is a regime in place for routine fire safety checks to be carried out.                                                                                         | 0 | 0 |
| <b>87. Are there adequate records of inspection, testing and maintenance?</b><br>No hazard identified at the time of this assessment.<br>Details:<br>We were informed that adequate records of inspection, testing and maintenance are kept.                                                                             | 0 | 0 |
| <b>88. Other hazards or deficiencies observed.</b><br><b>Including any electric vehicle, battery charging points.</b><br>No other hazard or deficiency observed at the time of this assessment.                                                                                                                          | 0 | 0 |

## Evacuation

| Original rating | Potential rating |
|-----------------|------------------|
| 5               | 0                |

|                                                                                                                                                                                                      |          |          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|
| <b>89. Are adequate commercial property emergency action plans and procedures in place?</b>                                                                                                          | <b>0</b> | <b>0</b> |
| Not Applicable.                                                                                                                                                                                      |          |          |
| Details:<br>No requirement, the premises is residential.                                                                                                                                             |          |          |
| <b>90. Have the commercial tenants' fire risk assessments been provided?</b>                                                                                                                         | <b>5</b> | <b>0</b> |
| No/Unable to confirm - Inadequate/no provision of commercial tenants' fire risk assessments.                                                                                                         |          |          |
| Details:<br>Inadequate, incomplete or no commercial tenants' fire risk assessments provided.                                                                                                         |          |          |
| <a href="#">T# 2024-256966 Commercial tenant's fire risk assessment</a>                                                                                                                              |          |          |
| <b>91. Are there adequate residential property emergency action plans and procedures in place?</b>                                                                                                   | <b>0</b> | <b>0</b> |
| Not Applicable.                                                                                                                                                                                      |          |          |
| Details:<br>The fire action notices constitute the emergency action plan.                                                                                                                            |          |          |
| <b>92. Is there adequate engagement with residents to provide fire safety advice?</b>                                                                                                                | <b>0</b> | <b>0</b> |
| No hazard identified at the time of this assessment.                                                                                                                                                 |          |          |
| Details:<br>General fire safety information is provided on the internal noticeboard.                                                                                                                 |          |          |
| <b>93. Are fire procedures for visitors and outside contractors in place?</b>                                                                                                                        | <b>0</b> | <b>0</b> |
| Not Applicable.                                                                                                                                                                                      |          |          |
| Details:<br>No requirement, the premises is residential.                                                                                                                                             |          |          |
| <b>94. Is there satisfactory control over works carried out in the building by contractors?</b>                                                                                                      | <b>0</b> | <b>0</b> |
| No hazard identified at the time of this assessment.                                                                                                                                                 |          |          |
| Details:<br>It is understood that fire safety conditions and control measures are placed on contractors. Risk assessments, method statements and evidence of insurances are required.                |          |          |
| <b>95. Are regular fire evacuation drills carried out?</b>                                                                                                                                           | <b>5</b> | <b>0</b> |
| No/Unable to confirm - Building occupants are unaware of the evacuation procedures.                                                                                                                  |          |          |
| Details:<br>As the building was constructed and operated a Stay Put Policy, for many years we believe that holding a fire evacuation drill would be prudent given the change in evacuation strategy. |          |          |
| <a href="#">T# 2024-257747 Fire evacuation drills</a>                                                                                                                                                |          |          |
| <b>96. Has consideration been given to the evacuation of disabled persons?</b>                                                                                                                       | <b>5</b> | <b>0</b> |
| No/Unable to confirm - Disabled persons in the building may be unable to evacuate safely.                                                                                                            |          |          |
| Details:<br>No evidence of emergency escape plans in place for disabled persons.                                                                                                                     |          |          |
| <a href="#">T# 2024-257748 Disabled evacuation residential</a>                                                                                                                                       |          |          |
| <b>97. Specialised housing - is there adequate provision of person-centred fire risk assessments?</b>                                                                                                | <b>0</b> | <b>0</b> |
| Not Applicable.                                                                                                                                                                                      |          |          |
| Details:<br>This question is not relevant to the premises. No person-centred risk assessments are required.                                                                                          |          |          |
| <b>98. Other hazards or deficiencies observed.</b>                                                                                                                                                   | <b>0</b> | <b>0</b> |

No other hazard or deficiency observed at the time of this assessment.

## Training

|                                                                                                                | Original rating | Potential rating |
|----------------------------------------------------------------------------------------------------------------|-----------------|------------------|
|                                                                                                                | 0               | 0                |
| <b>99. Are the persons who are expected to carry out the role of fire marshals given appropriate training?</b> | 0               | 0                |
| Not Applicable.                                                                                                |                 |                  |
| Details:<br>This question is not relevant to the premises. There is no requirement for fire marshals.          |                 |                  |
| <b>100. Are all staff given fire awareness training?</b>                                                       | 0               | 0                |
| No hazard identified at the time of this assessment.                                                           |                 |                  |
| Details:<br>We were informed that all staff members receive regular fire safety training.                      |                 |                  |
| <b>101. Other hazards or deficiencies observed.</b>                                                            | 0               | 0                |
| No other hazard or deficiency observed at the time of this assessment.                                         |                 |                  |

## Firefighting information

|                                                                                                                             | Original rating | Potential rating |
|-----------------------------------------------------------------------------------------------------------------------------|-----------------|------------------|
|                                                                                                                             | 0               | 0                |
| <b>102. Is information provided for firefighting operations?</b>                                                            | 0               | 0                |
| No hazard identified at the time of this assessment.                                                                        |                 |                  |
| Details:<br>Documentation to assist in firefighting operations is provided and easily accessible to fire service personnel. |                 |                  |
|                                          |                 |                  |
| Fire Alarm Zone Chart                                                                                                       |                 |                  |
| <b>103. Is there reasonable access for fire engines and firefighters?</b>                                                   | 0               | 0                |
| No hazard identified at the time of this assessment.                                                                        |                 |                  |
| Details:<br>Good access for fire engines and firefighters.                                                                  |                 |                  |
| <b>104. Is there provision of a Secure Information Box where required? (also known as a Premises Information Box)</b>       | 0               | 0                |
| No hazard identified at the time of this assessment.                                                                        |                 |                  |
| Details:<br>Secure Information Box provided.                                                                                |                 |                  |



Secure Information Box (SIB)

- |                                                                                                                         |          |          |
|-------------------------------------------------------------------------------------------------------------------------|----------|----------|
| <b>105. Are there any hazardous materials or issues that the local Fire and Rescue Service should be made aware of?</b> | <b>0</b> | <b>0</b> |
|-------------------------------------------------------------------------------------------------------------------------|----------|----------|

No hazard identified at the time of this assessment.

**Details:**

No hazardous materials or processes.

- |                                                     |          |          |
|-----------------------------------------------------|----------|----------|
| <b>106. Other hazards or deficiencies observed.</b> | <b>0</b> | <b>0</b> |
|-----------------------------------------------------|----------|----------|

No other hazard or deficiency observed at the time of this assessment.

## History, actions and notices

- |                                                                                      |          |          |
|--------------------------------------------------------------------------------------|----------|----------|
| <b>107. Is there evidence of any recent fires and/or other fire loss experience?</b> | <b>0</b> | <b>0</b> |
|--------------------------------------------------------------------------------------|----------|----------|

No hazard identified at the time of this assessment.

**Details:**

No evidence of any recent fires noted at the time of this assessment. No information provided or available from the client regarding other fire loss experience.

- |                                                                                                                              |          |          |
|------------------------------------------------------------------------------------------------------------------------------|----------|----------|
| <b>108. Is there a current fire safety prohibition, enforcement or deficiency notice issued by the local fire authority?</b> | <b>0</b> | <b>0</b> |
|------------------------------------------------------------------------------------------------------------------------------|----------|----------|

No hazard identified at the time of this assessment.

**Details:**

No evidence of any notices issued by enforcement authorities. No information provided or available from the client regarding notices.

- |                                                                                                                |          |          |
|----------------------------------------------------------------------------------------------------------------|----------|----------|
| <b>109. Does the organisation have access to fire safety advice and assistance from a competent person[s]?</b> | <b>0</b> | <b>0</b> |
|----------------------------------------------------------------------------------------------------------------|----------|----------|

No hazard identified at the time of this assessment.

**Details:**

Evidence that the organisation has access to advice and assistance from competent persons regarding general fire precautions.

## Risk Matrix

- |                                                                                                                                                                                                  |          |          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|
| <b>110. Taking into account the fire prevention measures observed at the time of this risk assessment, is it considered that the hazard from fire (likelihood of fire) at these premises is:</b> | <b>0</b> | <b>0</b> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|

Medium.

- |                                                                                                                                                                                                                                                                             |          |          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|
| <b>111. Taking into account the nature of the premises and the occupants, as well as the fire protection and procedural arrangements observed at the time of this fire risk assessment, is it considered that the consequences for life safety in the event of fire be:</b> | <b>0</b> | <b>0</b> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|

Moderate harm.

|                                                                                                 |          |          |
|-------------------------------------------------------------------------------------------------|----------|----------|
| <b>112. Accordingly, is it considered that the risk to life from fire at these premises is:</b> | <b>0</b> | <b>0</b> |
| Moderate.                                                                                       |          |          |

## Health and Safety Management

|                                                                                                                 | Original rating | Potential rating |
|-----------------------------------------------------------------------------------------------------------------|-----------------|------------------|
| <b>113. Is there a written Health and Safety policy for the organisation in control of the building?</b>        | <b>0</b>        | <b>0</b>         |
| No hazard identified at the time of this assessment.                                                            |                 |                  |
| Details:                                                                                                        |                 |                  |
| Evidence of a written Health and Safety policy for the organisation in control of the building.                 |                 |                  |
| <b>114. Are there adequate controls on contractors?</b>                                                         | <b>0</b>        | <b>0</b>         |
| No hazard identified at the time of this assessment.                                                            |                 |                  |
| Details:                                                                                                        |                 |                  |
| Evidence of adequate controls on contractors.                                                                   |                 |                  |
| <b>115. Is there a current Health and Safety information poster visible with completed details?</b>             | <b>0</b>        | <b>0</b>         |
| No hazard identified at the time of this assessment.                                                            |                 |                  |
| Details:                                                                                                        |                 |                  |
| Current Health and Safety Information poster displayed.                                                         |                 |                  |
| <b>116. Is a copy of the organisation's Employers' Liability insurance certificate displayed or available?</b>  | <b>0</b>        | <b>0</b>         |
| No hazard identified at the time of this assessment.                                                            |                 |                  |
| Details:                                                                                                        |                 |                  |
| Copy of Employers' Liability insurance certificate is displayed in a prominent position or otherwise available. |                 |                  |

## Risk Assessments

|                                                                                                                                                                | Original rating | Potential rating |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|------------------|
| <b>117. Has a First-Aid needs assessment been carried out?</b>                                                                                                 | <b>5</b>        | <b>0</b>         |
| No hazard identified at the time of this assessment.                                                                                                           | <b>0</b>        | <b>0</b>         |
| Details:                                                                                                                                                       |                 |                  |
| Evidence of a First-Aid needs assessment being in place.                                                                                                       |                 |                  |
| <b>118. Has an assessment been made regarding facilities provided for proper access and provision for all persons as required under the Equality Act 2010?</b> | <b>0</b>        | <b>0</b>         |
| Not Applicable.                                                                                                                                                |                 |                  |
| Details:                                                                                                                                                       |                 |                  |
| No requirement - the building does not offer public services. Any requests for reasonable adjustments are made on a case-by-case basis.                        |                 |                  |
| <b>119. Are there site specific risk assessments carried out for Legionella?</b>                                                                               | <b>5</b>        | <b>0</b>         |
| No/Unable to confirm - Risks from Legionella bacteria.                                                                                                         |                 |                  |
| Details:                                                                                                                                                       |                 |                  |
| If there is a potential for Legionella, then the management should conduct the necessary risk assessments, if not already carried out, in place or current.    |                 |                  |
| <a href="#">T# 2024-257749 Legionella Assessment</a>                                                                                                           |                 |                  |



Water Tank Room

|                                                                                                                                                                                                                                                            |   |   |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|
| <b>120. Are there site specific risk assessments carried out for Working at Height?</b>                                                                                                                                                                    | 0 | 0 |
| <p>Not Applicable.</p> <p><b>Details:</b><br/>No requirement - no activity of this nature identified at the premises.</p>                                                                                                                                  |   |   |
| <b>121. Are there any roof areas with unrestricted access?</b>                                                                                                                                                                                             | 0 | 0 |
| <p>Not Applicable.</p> <p><b>Details:</b><br/>No requirement - no roof areas of this nature identified at the premises.</p>                                                                                                                                |   |   |
| <b>122. Are there site specific risk assessments for the Control of Substances Hazardous to Health (COSHH)?</b>                                                                                                                                            | 0 | 0 |
| <p>Not Applicable.</p> <p><b>Details:</b><br/>No requirement - no substances of this nature identified at the premises.</p>                                                                                                                                |   |   |
| <b>123. Is there a current Asbestos Management Survey in place?</b>                                                                                                                                                                                        | 0 | 0 |
| <p>Not Applicable.</p> <p><b>Details:</b><br/>No requirement - no identified areas of risk. The building is believed to have been fully converted after the year 2000, all asbestos should have been addressed at the time under Asbestos Regulations.</p> |   |   |
| <b>124. Are there site specific risk assessments and maintenance programmes in place for any power-operated doors/gates?</b>                                                                                                                               | 0 | 0 |
| <p>No hazard identified at the time of this assessment.</p> <p><b>Details:</b><br/>Evidence is in place to confirm that a power-operated door/gate risk assessment and relevant maintenance programme has been carried out.</p>                            |   |   |
| <b>125. Has a Display Screen Equipment (DSE) risk assessment been carried out?</b>                                                                                                                                                                         | 0 | 0 |
| <p>No hazard identified at the time of this assessment.</p> <p><b>Details:</b><br/>Evidence is in place to confirm that a DSE risk assessment has been carried out.</p>                                                                                    |   |   |
| <b>126. Has a Manual Handling risk assessment been carried out?</b>                                                                                                                                                                                        | 0 | 0 |
| <p>No hazard identified at the time of this assessment.</p> <p><b>Details:</b><br/>Evidence is in place to confirm that a Manual Handling risk assessment has been carried out.</p>                                                                        |   |   |

|                                                                                              |          |          |
|----------------------------------------------------------------------------------------------|----------|----------|
| <b>127. Has a Lone Worker risk assessment been carried out?</b>                              | <b>0</b> | <b>0</b> |
| No hazard identified at the time of this assessment.                                         |          |          |
| Details:                                                                                     |          |          |
| Evidence is in place to confirm that a Lone Worker risk assessment has been carried out.     |          |          |
| <b>128. Has a Driving at Work risk assessment been carried out?</b>                          | <b>0</b> | <b>0</b> |
| No hazard identified at the time of this assessment.                                         |          |          |
| Details:                                                                                     |          |          |
| Evidence is in place to confirm that a Driving at Work risk assessment has been carried out. |          |          |
| <b>129. Have any swimming pools been subject to a risk assessment?</b>                       | <b>0</b> | <b>0</b> |
| Not Applicable.                                                                              |          |          |
| Details:                                                                                     |          |          |
| No requirement - no facilities of this nature identified at the premises.                    |          |          |

## Accidents and Incidents

|                                                                            | Original rating | Potential rating |
|----------------------------------------------------------------------------|-----------------|------------------|
|                                                                            | <b>0</b>        | <b>0</b>         |
| <b>130. Is there an accident book on site and is it readily available?</b> | <b>0</b>        | <b>0</b>         |
| No hazard identified at the time of this assessment.                       |                 |                  |
| Details:                                                                   |                 |                  |
| Accident book on site and readily available.                               |                 |                  |

## Utilities

|                                                                                                                                                                                                                          | Original rating | Potential rating |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|------------------|
|                                                                                                                                                                                                                          | <b>0</b>        | <b>0</b>         |
| <b>131. Are arrangements in place for statutory inspections of lifts and lifting equipment?</b>                                                                                                                          | <b>0</b>        | <b>0</b>         |
| No hazard identified at the time of this assessment.                                                                                                                                                                     |                 |                  |
| Details:                                                                                                                                                                                                                 |                 |                  |
| Arrangements are in place for the statutory inspections of lifts and/or lifting equipment to be carried out. All statutory inspection certificates for the lifts and/or lifting equipment are held centrally or on site. |                 |                  |
| <b>132. Other utility hazards or deficiencies observed.</b>                                                                                                                                                              | <b>0</b>        | <b>0</b>         |
| No other hazard or deficiency observed at the time of this assessment.                                                                                                                                                   |                 |                  |

## Internal Environment

|                                                                                                                                | Original rating | Potential rating |
|--------------------------------------------------------------------------------------------------------------------------------|-----------------|------------------|
|                                                                                                                                | <b>0</b>        | <b>0</b>         |
| <b>133. Are the internal pedestrian routes free from slip and/or trip hazards?</b>                                             | <b>0</b>        | <b>0</b>         |
| No hazard identified at the time of this assessment.                                                                           |                 |                  |
| Details:                                                                                                                       |                 |                  |
| Pedestrian routes appear to be free from slip and/or trip hazards.                                                             |                 |                  |
| <b>134. Are there any changes in levels or other areas that may require handrails?</b>                                         | <b>0</b>        | <b>0</b>         |
| No hazard identified at the time of this assessment.                                                                           |                 |                  |
| Details:                                                                                                                       |                 |                  |
| Handrails are provided for any significant changes in levels and/or other areas.                                               |                 |                  |
| <b>135. Are there changes in levels and/or surfaces in the building[s] that may require marking and/or anti-slip material?</b> | <b>0</b>        | <b>0</b>         |
| Not Applicable.                                                                                                                |                 |                  |

**Details:**

No levels/surfaces of this nature identified at the premises.

- |                                                                                                         |          |          |
|---------------------------------------------------------------------------------------------------------|----------|----------|
| <b>136. Do cleaners ensure that they reduce the risk of slips by using adequate signs and barriers?</b> | <b>0</b> | <b>0</b> |
|---------------------------------------------------------------------------------------------------------|----------|----------|

No hazard identified at the time of this assessment.

**Details:**

Evidence of signs and clear up in place by cleaners.

- |                                                                                                   |          |          |
|---------------------------------------------------------------------------------------------------|----------|----------|
| <b>137. Do cleaners ensure that all of their work equipment and/or materials are locked away?</b> | <b>0</b> | <b>0</b> |
|---------------------------------------------------------------------------------------------------|----------|----------|

Not Applicable.

**Details:**

No requirement - no cleaning materials and/or equipment identified at the premises at the time of this assessment.

- |                                                                         |          |          |
|-------------------------------------------------------------------------|----------|----------|
| <b>138. Are there any areas where a fall from height hazard exists?</b> | <b>0</b> | <b>0</b> |
|-------------------------------------------------------------------------|----------|----------|

Not Applicable.

**Details:**

No areas of this nature identified at the premises.

- |                                                                                          |          |          |
|------------------------------------------------------------------------------------------|----------|----------|
| <b>139. Does the artificial lighting appear adequate in the assessed internal areas?</b> | <b>0</b> | <b>0</b> |
|------------------------------------------------------------------------------------------|----------|----------|

No/Unable to confirm - Risk of slips, trips or falls due to lighting levels.

**Details:**

Standard artificial lighting appears to not be adequate to ensure safety, please refer to earlier section "inspection, testing and maintenance" for more information and resulting risk improvement.

- |                                                                                       |          |          |
|---------------------------------------------------------------------------------------|----------|----------|
| <b>140. Is the premises being generally maintained in a clean and tidy condition?</b> | <b>0</b> | <b>0</b> |
|---------------------------------------------------------------------------------------|----------|----------|

No hazard identified at the time of this assessment.

**Details:**

Premises appears to be generally maintained in a clean and tidy condition.

- |                                                                                                                     |          |          |
|---------------------------------------------------------------------------------------------------------------------|----------|----------|
| <b>141. Are all relevant large glazing panels marked to help prevent persons coming into collision with panels?</b> | <b>0</b> | <b>0</b> |
|---------------------------------------------------------------------------------------------------------------------|----------|----------|

No hazard identified at the time of this assessment.

**Details:**

Large glazing panels have been marked.

- |                                                                      |          |          |
|----------------------------------------------------------------------|----------|----------|
| <b>142. Does all on-site glazing appear to be in good condition?</b> | <b>0</b> | <b>0</b> |
|----------------------------------------------------------------------|----------|----------|

No hazard identified at the time of this assessment.

**Details:**

All on-site glazing appears to be in good condition.

- |                                                                                                                        |          |          |
|------------------------------------------------------------------------------------------------------------------------|----------|----------|
| <b>143. Are unavoidable high-level and/or low-level obstructions, such as beams or pipework, appropriately marked?</b> | <b>0</b> | <b>0</b> |
|------------------------------------------------------------------------------------------------------------------------|----------|----------|

Not Applicable.

**Details:**

No requirement - no unavoidable obstructions identified at the premises at the time of this assessment.

- |                                                                                        |          |          |
|----------------------------------------------------------------------------------------|----------|----------|
| <b>144. Are there any internal fixtures and fittings that appear not to be secure?</b> | <b>0</b> | <b>0</b> |
|----------------------------------------------------------------------------------------|----------|----------|

No hazard identified at the time of this assessment.

**Details:**

All internal fixtures and fittings appear to be secure.

|                                                                                                                                        |          |          |
|----------------------------------------------------------------------------------------------------------------------------------------|----------|----------|
| <b>145. Are there any areas with obvious issues of damp and/or mould?</b>                                                              | <b>0</b> | <b>0</b> |
| No hazard identified at the time of this assessment.                                                                                   |          |          |
| Details:                                                                                                                               |          |          |
| No significant areas of damp and/or mould identified.                                                                                  |          |          |
| <b>146. Are there any obvious requirements for Health and Safety signage? (Other than those required under the Fire Safety Order.)</b> | <b>0</b> | <b>0</b> |
| No hazard identified at the time of this assessment.                                                                                   |          |          |
| Details:                                                                                                                               |          |          |
| All required safety signs and notices are displayed.                                                                                   |          |          |
| <b>147. Other internal environment hazards or deficiencies observed.</b>                                                               | <b>0</b> | <b>0</b> |
| No other hazard or deficiency observed at the time of this assessment.                                                                 |          |          |

## Welfare Facilities

|                                                                                              | Original rating | Potential rating |
|----------------------------------------------------------------------------------------------|-----------------|------------------|
|                                                                                              | <b>0</b>        | <b>0</b>         |
| <b>148. Is there considered to be a sufficient number of sanitary conveniences provided?</b> | <b>0</b>        | <b>0</b>         |
| No hazard identified at the time of this assessment.                                         |                 |                  |
| Details:                                                                                     |                 |                  |
| Sufficient number of sanitary conveniences are provided                                      |                 |                  |
| <b>149. Are suitable facilities provided for the safe disposal of sanitary waste?</b>        | <b>0</b>        | <b>0</b>         |
| No hazard identified at the time of this assessment.                                         |                 |                  |
| Details:                                                                                     |                 |                  |
| Suitable facilities are provided for the disposal of sanitary waste.                         |                 |                  |
| <b>150. Other welfare facilities hazards or deficiencies observed.</b>                       | <b>0</b>        | <b>0</b>         |
| No other hazard or deficiency observed at the time of this assessment.                       |                 |                  |

## General Structure

|                                                                                                                                     | Original rating | Potential rating |
|-------------------------------------------------------------------------------------------------------------------------------------|-----------------|------------------|
|                                                                                                                                     | <b>0</b>        | <b>0</b>         |
| <b>151. Do windows and/or doors open into walkways where significant collisions could take place?</b>                               | <b>0</b>        | <b>0</b>         |
| No hazard identified at the time of this assessment.                                                                                |                 |                  |
| Details:                                                                                                                            |                 |                  |
| There is no apparent risk of collision from windows or doors opening into walkways.                                                 |                 |                  |
| <b>152. Are there any obvious areas where windows require devices to restrict opening?</b>                                          | <b>0</b>        | <b>0</b>         |
| Not Applicable.                                                                                                                     |                 |                  |
| Details:                                                                                                                            |                 |                  |
| No window requirements of this nature identified at the premises.                                                                   |                 |                  |
| <b>153. Where the bottom edge of any opening window is less than 800mm above floor level, is a barrier fitted to prevent falls?</b> | <b>0</b>        | <b>0</b>         |
| Not Applicable.                                                                                                                     |                 |                  |
| Details:                                                                                                                            |                 |                  |
| No windows of this nature identified at the premises.                                                                               |                 |                  |
| <b>154. Are safety glass and/or barriers fitted, to prevent the falling through of glazed areas, where required?</b>                | <b>0</b>        | <b>0</b>         |

Not Applicable.

**Details:**

No glazing requirements of this nature identified at the premises.

**155. Does the general building structure appear to be adequate?** 0 0

No hazard identified at the time of this assessment.

**Details:**

The general structure of the building, including items such as chimneys, aerials, satellite dishes, gutters etc. appears to be sound and in good order.

**156. Other general structure hazards or deficiencies observed.** 0 0

No other hazard or deficiency observed at the time of this assessment.

## Waste Management

Original rating  
Potential rating

0 0

**157. Is all waste at the central collection or storage areas reasonably secured and in a clean and tidy condition?** 0 0

No hazard identified at the time of this assessment.

**Details:**

Waste storage areas are reasonably secured and in a clean and tidy condition.

**158. Other waste management hazards or deficiencies observed.** 0 0

No other hazard or deficiency observed at the time of this assessment.

## External Environment

Original rating  
Potential rating

0 0

**159. Are there any obvious concerns regarding the building[s] car parking and traffic routes?** 0 0

No hazard identified at the time of this assessment.

**Details:**

Traffic routes appear to be in good overall condition.

**160. Are height and/or width restrictions clearly indicated by signage?** 0 0

No hazard identified at the time of this assessment.

**Details:**

Signage is in place to warn of height and/or width restrictions.



Max Head Room Signage

**161. Does the ventilation of any enclosed car parking areas appear adequate?** 0 0

No hazard identified at the time of this assessment.

**Details:**

Natural ventilation provided in the semi-enclosed car parking areas appears to be adequate.



Car Park Elevation

|                                                                                                                |   |   |
|----------------------------------------------------------------------------------------------------------------|---|---|
| <b>162. Is there artificial lighting available for vehicle movement areas?</b>                                 | 0 | 0 |
| No hazard identified at the time of this assessment.                                                           |   |   |
| <b>Details:</b>                                                                                                |   |   |
| Artificial lighting is available for vehicle movement areas.                                                   |   |   |
| <b>163. Are there any obvious concerns regarding pedestrian routes?</b>                                        | 0 | 0 |
| No hazard identified at the time of this assessment.                                                           |   |   |
| <b>Details:</b>                                                                                                |   |   |
| Pedestrian routes appear well marked and/or separate from moving traffic.                                      |   |   |
| <b>164. Are external walkways and/or steps in a reasonable condition with no obvious slip or trip hazards?</b> | 0 | 0 |
| No hazard identified at the time of this assessment.                                                           |   |   |
| <b>Details:</b>                                                                                                |   |   |
| Walkways and/or steps appear to be in reasonable condition with no obvious slip or trip hazards.               |   |   |
| <b>165. Are there any obvious concerns relating to tree and/or general grounds maintenance?</b>                | 0 | 0 |
| Not Applicable.                                                                                                |   |   |
| <b>Details:</b>                                                                                                |   |   |
| No requirement - no areas of this nature were identified at the premises at the time of this assessment.       |   |   |
| <b>166. Other external environment hazards or deficiencies observed.</b>                                       | 0 | 0 |
| No other hazard or deficiency observed at the time of this assessment.                                         |   |   |

# Risk Improvement Programme

## About this Risk Improvement Programme

The purpose of this section of the risk assessment is to provide recommendations to aid compliance with relevant legislation and/or good practices.

All actions taken to deal with these recommendations should be recorded. This will demonstrate to any enforcing authority your commitment to fulfilling your legal obligations.

To assist in complying with the Risk Improvements that resulted from the risk survey, each improvement has been individually classified and assigned a timescale for completion. Regardless of the timescale, all recommendations should be completed as soon as reasonably practicable.

There will be occasions where the timescale of a recommendation can be reduced due to the ease in which the work can be implemented, such as the provision of a fire action notice or similar. To this end a recommendation could be given a low rating but given a shorter timescale of say 1 month.

Specialist advice may be necessary to implement certain Risk Improvements and the following guidance may cover broad principles only. Some items may require planning or other permissions from your local authority and/or the property owner; who should be consulted with before implementing, particularly those improvements that may alter the structure or appearance of any premises.

Where appropriate, works should be carried out by third-party, certified, specialist contractors that are a member of a recognised trade body or association.

The table below shows the recommended Risk Improvements that have been assigned.  
No responsibility can be accepted for any unauthorised amendments or alterations to this report.

| Ref         | Task Subject                                                        | Type        | Priority | Required By Date |
|-------------|---------------------------------------------------------------------|-------------|----------|------------------|
| 2024-256916 | PAT testing                                                         | Recommended | Low      | 12/05/2025       |
| 2024-256917 | Arson combustible materials                                         | Recommended | Medium   | 12/01/2025       |
| 2024-256918 | Arson bins location                                                 | Recommended | High     | 12/01/2025       |
| 2024-256920 | Combustible material storage residential                            | Recommended | Medium   | 12/01/2025       |
| 2024-256927 | Fire separation                                                     | Recommended | Medium   | 12/02/2025       |
| 2024-256932 | Residential fire action notice simultaneous                         | Recommended | Medium   | 12/01/2025       |
| 2024-256934 | Emergency lighting test and maintenance                             | Recommended | High     | 12/01/2025       |
| 2024-256935 | Fire extinguishers test and maintenance                             | Recommended | Medium   | 12/02/2025       |
| 2024-256936 | External stairs and/or gangways inspection                          | Recommended | Medium   | 12/08/2025       |
| 2024-256937 | Flat entrance and common part fire doors inspection and maintenance | Recommended | Medium   | 12/05/2025       |
| 2024-256966 | Commercial tenant's fire risk assessment                            | Recommended | Medium   | 12/05/2025       |
| 2024-257747 | Fire evacuation drills                                              | Recommended | Medium   | 12/05/2025       |
| 2024-257748 | Disabled evacuation residential                                     | Recommended | Medium   | 12/02/2025       |
| 2024-257749 | Legionella Assessment                                               | Recommended | Medium   | 12/02/2025       |

## Risk Improvement Details

### Low Priority

#### 2024-256916 PAT testing

Portable Appliance Testing (PAT) of relevant electrical equipment is to be carried out by a competent electrical contractor with a record of testing to be kept.

This refers to.

1. All items of portable electrical equipment (belonging to or under the management of the organisation) that may require PAT testing.
2. Consider the use of an asset register for all items to assist with record-keeping.

Required by: 12 May 2025

Type: Recommended

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## Medium Priority

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### 2024-256917 Arson combustible materials

As stored combustible materials increase the available fuel for a fire it is good practice to keep these items to a minimum. Clear combustible materials from the exterior of the building to prevent the likelihood of arson.

This refers to.

1. Pallets/Boxes under fire escape.

Required by: 12 Jan 2025

Type: Recommended

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### 2024-256920 Combustible material storage residential

As stored combustible materials increase the available fuel for a fire it is good practice to keep these items to a minimum. Clear the following areas of all combustible materials and items.

1. Items in communal areas and/or service risers.

Note: As this can be an ongoing issue in many residential premises it is recommended that regular checks are made of all common part services cupboards and items are cleared as necessary.

If an issue persists, consider posting signage reminding residents of the importance of keeping these areas clear.

Required by: 12 Jan 2025

Type: Recommended

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### 2024-256927 Fire separation

Fire stopping required for any and all breaches in fire-resisting walls, floors and ceilings caused by cabling, pipes etc. to maintain effective fire resistance between compartments.  
This refers to.

1. Fire Stopping required throughout the property.

A competent contractor should be employed to carry out fire stopping works in all of the identified areas mentioned above.

Any additional breaches should also be identified with the appropriate level of fire stopping being carried out.

Ideally, a third-party certified contractor should be used that is a member of a recognised trade body or association.

Where minor works are carried out to a property, a certificate may be issued by a tradesperson under a relevant competent person scheme. This allows registered installers who are competent in their field to self-certify.

All works of this nature should be carried out using the appropriate materials installed to the manufacturer's guidelines and specifications. All installation procedures and construction should comply with the relevant guidance, current building regulations and good practices.

Required by: 12 Feb 2025

Type: Recommended

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**2024-256932 Residential fire action notice simultaneous**

In order to provide residents and visitors with information regarding the actions to take in the event of a fire, a fire action notice should be posted at the ground floor entry point to the building. Example of a fire action notice for use in blocks with a simultaneous evacuation policy. Fire Action If Fire Breaks Out In Your Home:

- Leave the room where the fire is straight away, then close the door.
- Tell everyone in your home and get them to leave. Close the front door of your flat behind you.
- Do not stay behind to put the fire out.
- Raise the alarm by using a 'break glass' call point.
- Call the fire service.
- Wait outside, away from the building.

If You See Or Hear Of A Fire In Another Part Of The Building:

- The evacuation plan for this building requires all residents to proceed to the assembly point when the communal fire detection and alarm system sounds.
- You must also leave IMMEDIATELY if smoke or heat affects your home, or if you are told to do so by the fire service.
- If you are in any doubt, get out.

To Call The Fire Service:

- Dial 999 or 112.
- When the operator answers, give your telephone number and ask for FIRE.
- When the fire service reply give the address where the fire is.
- Do not end the call until the fire service has repeated the address correctly.

Required by: 12 Jan 2025

Type: Recommended

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**2024-256935 Fire extinguishers test and maintenance**

Fire extinguishers are to be serviced annually by a competent engineer.

1. Confirm that all fire extinguishers are subject to an appropriate test and maintenance regime.

Note: All records of test and maintenance are to be kept in a dedicated logbook or held electronically.

Required by: 12 Feb 2025

Type: Recommended

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**2024-256936 External stairs and/or gangways inspection**

Where external routes, particularly involving metal escape stairways, are part of the means of escape, they should be subject to periodic inspection and maintenance. Fire safety inspections should include visual checks to look for:

- evidence of damage or corrosion,
- build-up of moss or other slip hazards,
- trip hazards or obstructions on the stairway.

This refers to.

1. External Fire Escape - appeared to be structurally okay, but inspection should be carried out on a routine basis, every three years.

Note: A survey by a specialist, at least once every three years, should also be included to ensure that the stairway still has suitable structural integrity.

Note: All records of test and maintenance are to be kept in a dedicated logbook or held electronically.

Required by: 12 Aug 2025

Type: Recommended

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**2024-256937 Flat entrance and common part fire doors inspection and maintenance**

As fire doors are designed to prevent the spread of smoke and flame it is important to maintain these doors in good order. This could be achieved by carrying out periodic checks on all fire doors and maintaining a register with a record of defects and corrective maintenance. The Fire Safety (England) Regulations 2022 make it a legal requirement from 23 January 2023 for responsible persons for all multi-occupied residential buildings in England with storeys over 11 metres in height to:

- undertake quarterly checks of all fire doors (including self-closing devices) in the common parts.
- undertake – on a best endeavours basis – annual checks of all flat entrance doors (including self-closing devices) that lead onto a building's common parts.

The regulations will also require responsible persons to provide to residents of all multi-occupied residential buildings with two or more sets of domestic premises (that have common parts) information on the importance of fire doors to a building's fire safety. What does "best endeavours" mean? Responsible persons are to determine the best approach to take to engage with residents in order to gain access to undertake the annual checks of flat entrance doors. This could include the responsible person agreeing a date with residents, so that access can be granted. Problems with access. Residents should be encouraged to allow responsible persons access to check their flat entrance doors. Use can be made of the information to residents required by these regulations, or other resident engagement strategies. If access cannot be achieved, the responsible person should gather evidence of the steps they have taken to discharge this duty. This could include copies of correspondence between the responsible person and the resident seeking permission to gain access. Minimum requirements for inspections of fire doors. The minimum requirement is for the responsible person to undertake an inspection of the doors to identify any obvious damage or issues. It should not be necessary to engage a specialist for these checks, as the responsible person should be able to carry out these checks themselves. There are several useful guides available online, which can support a responsible person in undertaking checks. A responsible person should consider:

- whether there have been any alterations or damage to a door's glazing, apertures or air transfer grille,
- whether there are any gaps around the doorframe and whether seals and hinges are fitted correctly,
- whether the door closer shuts the door,
- whether the door closes correctly around the whole frame,
- whether there is any visible damage (either deliberate or from wear and tear) to the door or door closer.

If any issues or damage are identified from these checks, it might be appropriate to undertake more detailed checks of the doors (or the self-closing devices). This could include engaging a specialist. Where defects are reported, it is important that action is taken within an appropriate timescale and that they are not simply left until the next inspection. Checks of fire doors in buildings below 11 metres. The new regulations do not replace the existing duty for a responsible person to put in place general fire precautions in any premises covered by the Fire Safety Order, regardless of the building's height. The Fire Safety Act 2021 has clarified that in any residential building, which contains two or more sets of domestic premises, is within the scope of the Fire Safety Order. Responsible persons for residential buildings below 11 metres in height have a duty to put in place general fire precautions in these buildings, this duty includes making sure that all fire doors, including flat entrance doors, are capable of providing adequate protection. This could be achieved by carrying out the same checks as detailed for buildings above 11 metres. Responsible persons of all residential buildings with two or more sets of domestic premises will also be required to provide residents with information on fire doors.

Required by: 12 May 2025

Type: Recommended

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**2024-256966**      **Commercial tenant's fire risk assessment**

It is advised that a copy of each commercial tenants' fire risk assessment, identifying the responsible person, is requested.

It is a requirement that the landlord in a multi-occupied property is informed of any significant hazards identified in the assessment.

The assessment should include confirmation that all relevant test and maintenance requirements are carried out.

A copy of any relevant emergency action plan(s) should also be included.

Guidance: The Fire Safety Order places the emphasis on risk reduction and fire prevention. Under the Order, people responsible for commercial buildings i.e. the employer, owner, or any other person who has control of any part of the premises, are required to carry out a mandatory, detailed fire risk assessment, identifying the risks and hazards in the premises. The risk assessment must be recorded if the responsible persons have a total of five or more employees.

Required by: 12 May 2025

Type: Recommended

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#### **2024-257747 Fire evacuation drills**

As the building was constructed and operated a Stay Put Policy, for many years we believe that holding a fire evacuation drill would be prudent given the change in evacuation strategy.

Carry out six-monthly fire evacuation drills at the premises and record the findings/outcomes.

A fire drill is a method of practising how a building would be evacuated in the event of a fire or other emergency. Usually, the building's existing fire alarm system is activated and the building is evacuated as if the emergency had occurred. Generally, the time it takes to evacuate is measured, to ensure that it occurs within a reasonable length of time, and problems with the emergency system or evacuation procedures are identified to be remedied.

A full debrief can be undertaken, with input from the drill coordinator, various fire marshals and others who undertake a role within the evacuation procedures.

Note: All records of evacuation drills are to be kept in a dedicated logbook or held electronically.

Required by: 12 May 2025

Type: Recommended

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#### **2024-257748 Disabled evacuation residential**

As this is a private residential property there is not usually a requirement for individual evacuation plans for disabled persons. However, as there is now a simultaneous fire evacuation strategy in place, further actions may be required.

Where possible all residents should be surveyed in respect of their ability to evacuate the building without assistance. In each case where a resident is identified as being unable to respond to the evacuation signal and/or unable to self-evacuate, the Responsible Person should, subject to the cooperation of the residents, seek to agree a PEEP with each of these residents. The level of on-site staff, training, equipment and evacuation protocols must fully reflect a simultaneous commitment to all of the PEEPs, as well as the general evacuation of the building.

Note: We understand that a survey of the residents' abilities to evacuate has previously been carried out; therefore, this would be a review of the current situation.

Required by: 12 Feb 2025

Type: Recommended

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#### **2024-257749 Legionella Assessment**

If there is a potential for Legionella, then the management should conduct the necessary risk assessments, if not already carried out, in place or current.

Note: The Legionella risk assessment may merely serve to confirm that there are no shared water supplies, such as water storage tanks or other areas of concern such as pipes, tanks and taps, within the common parts, which are under the landlord or their agent's control.

Required by: 12 Feb 2025

Type: Recommended

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## High Priority

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### 2024-256918 Arson bins location

External waste bins are located close to the building in an unsecure location. The bins are currently:

- Located up against the External Walling System(s) that require remediation to prevent the spread of fire.
- Located blocking access to Dry Riser Inlet panel, which would be required by the Fire and Rescue Service in the event of an emergency.

The waste bins are stored in a location that could lead to the spread of fire and smoke to the building.

1. Review the location of the bins, with a view to relocation to a safer distance, if possible. And/or
2. Enquiries could be made with the supplier of the bins regarding the possibility of incorporating a locking mechanism into the lids. The lids would then be secured when the bins are stored in the open. This is to prevent unauthorised access, to reduce the risk of smoke and flame spreading to the premises, to deter arson and to deter use by the public for the disposal of smoking materials.

Required by: 12 Jan 2025

Type: Recommended

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### 2024-256934 Emergency lighting test and maintenance

We noted in-operable Emergency Lighting Units, which should be repaired/replaced as soon as possible.

Confirm the monthly routine test of the emergency lighting.

1. The monthly functional test should be carried out using a suitable test facility – the purpose of this test is simply to establish, by switching from the normal to the standby supply, that the fitting has not failed. This can readily be carried out by non-specialists who have been trained in the basic operation of the system.

Confirm the annual test and maintenance schedule for the emergency lighting.

1. A full duration discharge test should be carried out once a year – the purpose of this test is to confirm that the batteries are still capable of supplying the fitting with power for the rated amount of time. This is usually carried out by a competent contractor in order that any faults can be rectified at the time of the test.

Note: All records of test and maintenance are to be kept in a dedicated logbook or held electronically.

Required by: 12 Jan 2025

Type: Recommended

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|                    |    |         |
|--------------------|----|---------|
| Certificate Number | LS | 0428700 |
|--------------------|----|---------|



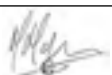
## Life Safety Fire Risk Assessment Gold Approved Scheme CERTIFICATE OF CONFORMITY



This certificate is issued by the Approved Company named in Part 1 of the Schedule in respect of the fire risk assessment provided for the person(s) or organisation named in Part 2 of the Schedule at the premises and / or part of the premises identified in Part 3 of the schedule.

| SCHEDULE |                                                                                                                                                                                                                                                                                                                                                                                                                       |             |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| Part 1   | <b>NSI Life Safety Fire Risk Assessment Gold Approved Organisation</b>                                                                                                                                                                                                                                                                                                                                                |             |
|          | Cardinus Risk Management Ltd                                                                                                                                                                                                                                                                                                                                                                                          |             |
|          | <b>BAFE Registration Number</b>                                                                                                                                                                                                                                                                                                                                                                                       |             |
|          | NSI 100401                                                                                                                                                                                                                                                                                                                                                                                                            |             |
| Part 2   | <b>Name of Client</b>                                                                                                                                                                                                                                                                                                                                                                                                 |             |
|          | The Aspect c/o Western Permanent Property                                                                                                                                                                                                                                                                                                                                                                             |             |
| Part 3   | <b>Address of premises for which the fire risk assessment was carried out</b>                                                                                                                                                                                                                                                                                                                                         |             |
|          | The Aspect<br>140 Queen Street<br>Cardiff                                                                                                                                                                                                                                                                                                                                                                             |             |
|          | CF10 2GP                                                                                                                                                                                                                                                                                                                                                                                                              |             |
|          | <b>Part or parts of the premises to which the fire risk assessment applies</b>                                                                                                                                                                                                                                                                                                                                        |             |
| Part 4   | <b>Brief description of the scope and purpose of the fire risk assessment</b>                                                                                                                                                                                                                                                                                                                                         |             |
|          | Scope: To determine the risk proportionate fire precautions required to protect occupants and people in the immediate vicinity of the premises. Purpose: To provide an assessment of the risk to life from fire in these buildings, and where appropriate, make recommendations to ensure compliance with fire safety legislation. The report does not address the risk to property or business continuity from fire. |             |
| Part 5   | <b>Effective date of the fire risk assessment</b>                                                                                                                                                                                                                                                                                                                                                                     | 01 Nov 2024 |
| Part 6   | <b>Recommended date for review of the fire risk assessment</b>                                                                                                                                                                                                                                                                                                                                                        | 01 Nov 2025 |

We, being currently a NSI Approved organisation in respect of fire risk assessment identified in the above schedule, certify that the fire risk assessment referred to in the above schedule complies with the Specification identified in the above schedule and with all other requirements as currently laid down within BAFE SP205 Scheme in respect of such fire risk assessment.

|                                                                                                                                      |                                                                                      |  |
|--------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|--|
| <b>Signed (for and on behalf of the issuing Approved organisation)</b><br><br><b>Name</b><br><br><b>Job Title</b><br><br><b>Date</b> |  |  |
|                                                                                                                                      | Marc Hancock.                                                                        |  |
|                                                                                                                                      | Validator and Senior Fire Risk Assessor                                              |  |
|                                                                                                                                      | 12 Nov 2024                                                                          |  |

Life Safety Fire Risk Assessment Gold is an Approval Scheme of Insight Certification Ltd, Sentinel House, 5 Reform Road, Maidenhead, Berkshire, SL6 8BY  
BAFE, The Fire Service College, London Road, Moreton-in-Marsh, GL56 0RH

1. This certificate is used subject to NSI Regulations and Rules of the NSI LIFE SAFETY FIRE RISK ASSESSMENT GOLD Approval Scheme.
2. NSI reserves the right to conduct an audit by an authorised NSI representative during normal business hours, with the permission of the customer, of the fire risk assessment and its related premises in order to ensure that the said risk assessment complies with BAFE Scheme document SP205-1 (the Scheme) Section 7 and generally.
3. NSI requires every NSI LIFE SAFETY FIRE RISK ASSESSMENT GOLD Approved Company to issue a Certificate of Conformity in accordance with the Scheme for all fire risk assessments it carries out that wholly or partly address life safety.
4. The Certificate of Conformity when completed is a clear statement that the Approved Company conducted the fire risk assessment for life safety, it is suitable and sufficient and compliant with the BAFE SP205-1 Scheme document and is certified by a registered competent fire risk assessor.
5. Where life safety and other aspects of fire protection are addressed in the same fire risk assessment a Certificate of Conformity shall be issued but the certificate shall make clear that the certificate applies only to the life safety aspects of the fire risk assessment and not further or otherwise.
6. Should the customer be dissatisfied with the fire risk assessment covered by this certificate, he/she should at first contact the Approved Company at its local office. If satisfaction is not obtained, the customer should address a written complaint to the customer services department at the head office of the Approved Company. If the customer remains dissatisfied, he/she may address a written complaint, outlining the nature of his/her dissatisfaction and the circumstances of the fire risk assessor company's response, to the Customer Care Manager at NSI.  
NSI will not normally consider complaints unless the Approved company has been given the opportunity to resolve the dispute as set out above.  
Subject thereto and as hereinafter provided, NSI will endeavour to assist in the resolution of the dispute between the contracting parties, provided always that NSI will not deal with or be involved in any discussions or negotiations with either party with regard to financial or other loss, claims or potential loss claims, outstanding payments or construction and/or interpretation of the Approved Company's terms and conditions of contract.  
NSI shall not be liable for any act or omission arising from any assistance it may provide as hereinbefore provided unless such act or omission is shown to have been fraudulent or deceitful.
7. This Certificate confirms conformity with the requirements of BAFE Scheme document SP205-1 applicable at the date of issue by the issuing company. NSI does not undertake to investigate any query or complaint in relation to future changes to BAFE scheme documents, policies or other regulations that render the fire risk assessment in need of further updating. In that event, the appropriate update should be carried out by a company holding NSI LIFE SAFETY FIRE RISK ASSESSMENT Approval.
8. NSI does not accept any responsibility or liability for any fire risk assessment produced by the Approved Company
9. Unless the issuing company's obligation to NSI in respect of the fire risk assessment are undertaken by another NSI Approved Company, NSI will not enforce its Rules or Standards on the Approved Company or on its successor in business in respect of any fire risk assessments after the issuing company ceases to hold NSI LIFE SAFETY FIRE RISK ASSESSMENT Approval.
10. The Certificate is issued subject to the terms and conditions of the company issuing the certificate for the fire risk assessment service.
11. On this certificate and in these terms and conditions, where the context permits, the reference to the issuing company shall include any Approved Company who shall undertake

Footnote.

"SP205" is a Scheme Document published by the British Approvals for Fire Equipment (BAFE).  
RS8071.2 12/12 (Word 2007)



Taylor Wimpey UK Ltd  
Gate House  
Turnpike Road  
High Wycombe  
Buckinghamshire  
HP12 3NR  
  
T: 01494 558323  
F: 01494 885663  
  
[taylorwimpey.co.uk](http://taylorwimpey.co.uk)

10 February 2026

Dear Resident,

**Ref: Remedial works at The Aspect**

We are writing to confirm that Taylor Wimpey has received communication indicating that cladding remedial work is required at the development.

As you may be aware, Taylor Wimpey entered into the Government's Developer Remediation Contract and extended our funding commitment to cover external wall and life-critical fire safety defects in Taylor Wimpey apartment buildings across England and Wales. This commitment applies to buildings with a firefighting height above 11 metres and constructed within the 30 years prior to 5 April 2022.

Taylor Wimpey commissioned a Construction Verification Survey (CVS) to determine whether remedial work is required, and Taylor Wimpey would like to take this opportunity to thank the residents who allowed access to their Apartments to complete this process.

The CVS confirms that remedial works are necessary at your building, and these findings are currently under review.

Once the scope of works has been determined, the next steps will include:

- **Appointing a design team** to develop a detailed design for the remedial works identified in the CVS.
- **Tendering the project** to appoint a Principal Contractor to deliver the works once the design is complete.
- **Remedial Works Agreements (RWAs):** Our legal team will issue requests for RWAs to the relevant stakeholders to obtain the necessary permissions for work to proceed on site.

A virtual Resident and Leaseholder meeting will be arranged before any works commence on site. During this meeting, we will outline the scope of works, explain what you can expect to see on site, provide anticipated timeframes, and introduce the Taylor Wimpey team and the Principal Contractor. This will also be an opportunity for you to ask any questions you may have.

Once the works are complete, your responsible entity (your managing agent) will be provided with an EWS1 certificate along with an updated CVS report for your building.

If you need to remortgage or sell your property before the works are completed, we can provide support with a Letter of Comfort. This provides assurance to your lender or mortgage provider of our commitment, allowing you to proceed as normal.

We will keep you updated as we progress through the milestones and once works have commenced, will ensure you receive quarterly communications so you remain fully informed.

We hope this letter demonstrates our commitment under the Developer Remediation Contract. Should you have any questions ahead of our next update, please contact us at **cladding@taylorwimpey.com**.

Yours sincerely,  
**The Cladding Remediation Team**  
**Taylor Wimpey**

# WESTERN PERMANENT PROPERTY

RESIDENTIAL ESTATE & FLAT DEVELOPMENT MANAGEMENT SPECIALISTS

The Estate of Mr E J Marsh  
c/o DNW - PRJD304 - Marsh  
Equity Chambers  
John Frost Square  
Newport  
NP20 1PW

Notices to the landlord may be served at:

Proxima GR Properties Ltd, Berkeley House,  
304 Regents Park Road, London N3 2JX

Date: 13 Feb 2026  
Ref: 170-01-102

## STATEMENT

Re: Flat 102 The Aspect

| Date            | To          | Description                               | Due        | Paid     | Balance |
|-----------------|-------------|-------------------------------------------|------------|----------|---------|
| 1 Sep 2024      | 28 Feb 2025 | Half Yearly Service Charge in advance     | 2,504.35   |          | 2504.35 |
| 1 Sep 2021      | 31 Aug 2022 | First Port Block SC Year End Adjust ment  | 1,472.39   |          | 3976.74 |
| 1 Sep 2021      | 31 Aug 2022 | First Port Estate SC Year End Adjust ment | 109.58     |          | 4086.32 |
| 20 Dec 2024     | 20 Dec 2024 | Receipt by BACS                           |            | 2,504.35 | 1581.97 |
| 1 Sep 2022      | 31 Aug 2023 | First Port Block SC Year End Adjust ment  | 465.43     |          | 2047.40 |
| 1 Sep 2022      | 31 Aug 2023 | First Port Estate SC Year End Adjust ment | 56.35      |          | 2103.75 |
| 1 Mar 2025      | 31 Aug 2025 | Half Yearly Service Charge in advance     | 2,504.35   |          | 4608.10 |
| 24 Apr 2025     | 24 Apr 2025 | Receipt by BACS                           |            | 4,608.10 |         |
| 1 Sep 2025      | 28 Feb 2026 | Half Yearly Service Charge in advance     | 2,279.70   |          | 2279.70 |
| Total Due/Paid: |             |                                           | 9,392.15   | 7,112.45 |         |
|                 |             |                                           | Total Due: |          | 2279.70 |

Western Permanent Property, 46 Whitchurch Road, Cardiff, CF14 3LX  
Tel: 029 2023 5151 Fax: 029 2066 8806 Email: info@wppmc.com Website: www.wppmc.com

# Official Local Authority Search (CON29R + LLC1)



## Search Details

Prepared for: Jacklyn Dawson Solicitors LLP  
Matter: RESS3573  
Client address: Equity Chamber, John Frost Square, Newport, NP20 1PW

### Property:

Flat 102 The Aspect, 140 Queen Street, Cardiff, CF10 2GP

### Local Authority:

Cardiff County Council

County Hall, County Hall, Room 473, Atlantic Wharf, Cardiff, CF10 4UW

Date Returned:  
17/06/2026

Property type:  
Residential

This search was compiled by the Local Authority above and provided by InfoTrack Ltd - t: 0207 186 8090, e: [helpdesk@infotrack.co.uk](mailto:helpdesk@infotrack.co.uk). This search is subject to terms and conditions issued by InfoTrack which can be viewed at [www.infotrack.co.uk](http://www.infotrack.co.uk) or supplied on request. This search is also subject to terms and conditions issued by the Local Authority, available on request. InfoTrack are registered with the Property Codes Compliance Board (PCCB) as subscribers to the Search Code. The PCCB independently monitors how registered firms maintain compliance with the Code. Visit [www.propertycodes.org.uk](http://www.propertycodes.org.uk) for more information.



InfoTrack UK Limited, Level 11, 91 Waterloo Road, London, SE1 8RT  
T: 0207 186 8090 E: [helpdesk@infotrack.co.uk](mailto:helpdesk@infotrack.co.uk)

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**REGISTER OF LOCAL LAND CHARGES  
OFFICIAL CERTIFICATE OF SEARCH**

**Search Reference:** 2026/01249  
**NLIS Reference:**  
**Date:** 17-Jun-2026

**Applicant:**  
  
Infotrack  
  
Level 11  
91, Waterloo Road  
London  
SE1 8RT

Official Search required in all parts of the Register of Local Land Charges for subsisting registrations against the land described and the plan submitted.

**Land:**  
  
Flat 102, The Aspect 140  
Queen Street  
Cathays  
Cardiff  
CF10 2GP

**Additional  
Properties:** None

It is hereby certified that the search requested above reveals the 11 registrations described in the Schedule(s) hereto up to and including the date of this certificate.

Signed:

*R K Crane*

Cardiff Council

Dated: 17 June 2026

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**Cardiff Council****Register of Local Land Charges****Schedule to Official Certificate of Search**

| Part 3: Planning Charges<br>(b) Other planning charges                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                        |                                                 |                      |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|-------------------------------------------------|----------------------|
| Description of charge (including reference to appropriate statutory provision)                                                                                                                                                                                                                                                                                                                                                                                                                                     | Originating Authority  | Place where relevant documents may be inspected | Date of Registration |
| <p>land known as Fanum House Queen Street, Cardiff<br/>Taywood Homes Ltd (1)</p> <p>Unilateral Planning Obligation dated 13th September 2000 under Section 106 Town and Country Planning Act 1990 relating to land known as Fanum House Queen Street, Cardiff</p> <p>00/00663/C</p> <p>NB - Financial obligation has been compiled with</p> <p>The majority of S106 Agreements are now available online from the Council's website.<br/>Town and Country Planning Act 1990<br/>Ref: 3490<br/>TLC Ref: PT603619</p> | Cardiff County Council | Cardiff County Council                          | 13/09/2000           |
| <p>140 The Aspect<br/>140 Queen Street<br/>City Centre<br/>Cardiff<br/>CF10 2GP<br/>Advertisement Consent<br/>Decision: Permission Granted<br/>Dated: 11/05/2012<br/>2 NO. ILLUMINATED SIGNS AT STREET LEVEL AND WINDOW DECALS<br/>Application Number: A/12/00044/DCI<br/>Town and Country Planning Act 1990<br/>TLC Ref: AP1097824</p>                                                                                                                                                                            | Cardiff County Council | Cardiff County Council                          | 11/05/2012           |

**Cardiff Council****Register of Local Land Charges****Schedule to Official Certificate of Search**

| Part 3: Planning Charges<br>(b) Other planning charges                                                                                                                                                                                                                                                                                             |                        |                                                 |                      |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|-------------------------------------------------|----------------------|
| Description of charge (including reference to appropriate statutory provision)                                                                                                                                                                                                                                                                     | Originating Authority  | Place where relevant documents may be inspected | Date of Registration |
| 140 The Aspect<br>140 Queen Street<br>City Centre<br>Cardiff<br>CF10 2GP<br>Full Planning Permission<br>Decision: Permission Granted<br>Dated: 11/05/2012<br>ALTERATIONS TO SHOPFRONT ASSOCIATED WITH<br>USE OF APPLICATION SITE AS A COFFEE SHOP.<br>Application Number: 12/00434/DCI<br>Town and Country Planning Act 1990<br>TLC Ref: AP1073231 | Cardiff County Council | Cardiff County Council                          | 11/05/2012           |
| The Aspect<br>140 Queen Street<br>Cathays<br>Cardiff<br>Advertisement Consent<br>Decision: Split Decision<br>Dated: 11/04/2005<br>FOUR SHOP FRONT SIGNS / 2 BEHIND WINDOWS, 2<br>ON ELEVATIONS<br>Application Number: A/05/00018/C<br>Town and Country Planning Act 1990<br>TLC Ref: AP1113520                                                     | Cardiff County Council | Cardiff County Council                          | 11/04/2005           |
| The Aspect<br>140 Queen Street<br>Cathays<br>Cardiff<br>Full Planning Permission                                                                                                                                                                                                                                                                   | Cardiff County Council | Cardiff County Council                          | 18/09/2003           |

**Cardiff Council****Register of Local Land Charges****Schedule to Official Certificate of Search**

| Part 3: Planning Charges<br>(b) Other planning charges                                                                                                                                                                                                                                         |                        |                                                 |                      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|-------------------------------------------------|----------------------|
| Description of charge (including reference to appropriate statutory provision)                                                                                                                                                                                                                 | Originating Authority  | Place where relevant documents may be inspected | Date of Registration |
| Decision: Permission Granted<br>Dated: 18/09/2003<br>EXTENSION AND ALTERATIONS TO EXISTING BUILDING PROVIDING NEW A1 & A3 UNITS<br>Application Number: 03/01904/C<br>Town and Country Planning Act 1990<br>TLC Ref: AP1088754                                                                  |                        |                                                 |                      |
| Fanum House<br>Queen Street<br>City Centre<br>Cardiff<br>Advertisement Consent<br>Decision: Permission Granted<br>Dated: 19/02/2002<br>EXTERNAL/WINDOW SIGNAGE FOR NEW LEISURE/BAR DEVELOPMENT<br>Application Number: A/01/00205/C<br>Town and Country Planning Act 1990<br>TLC Ref: AP1143350 | Cardiff County Council | Cardiff County Council                          | 19/02/2002           |
| Fanum House<br>Queen Street<br>City Centre<br>Cardiff<br>Full Planning Permission<br>Decision: Permission Granted<br>Dated: 17/01/2002<br>SHOPFIT, CHANGE OF USE FROM VACANT A1/A3 SITE TO HEALTH & BEAUTY SUITE/BAR/RESTAURANT (8am-11pm) A1/A3 TO A1/LEISURE                                 | Cardiff County Council | Cardiff County Council                          | 17/01/2002           |

**Cardiff Council****Register of Local Land Charges****Schedule to Official Certificate of Search**

| Part 3: Planning Charges<br>(b) Other planning charges                                                                                                                                                                                                                                                                            |                        |                                                 |                      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|-------------------------------------------------|----------------------|
| Description of charge (including reference to appropriate statutory provision)                                                                                                                                                                                                                                                    | Originating Authority  | Place where relevant documents may be inspected | Date of Registration |
| Application Number: 01/02253/C<br>Town and Country Planning Act 1990<br>TLC Ref: AP1125191                                                                                                                                                                                                                                        |                        |                                                 |                      |
| Fanum House<br>Queen Street<br>City Centre<br>Cardiff<br>Advertisement Consent<br>Decision: Permission Granted<br>Dated: 11/01/2001<br>IMAGE OF PROPOSED BUILDING PRINTED ON<br>MONOFLEX SHEETING FIXED TO SHEETED<br>SCAFFOLDING<br>Application Number: A/00/00218/C<br>Town and Country Planning Act 1990<br>TLC Ref: AP1125138 | Cardiff County Council | Cardiff County Council                          | 11/01/2001           |
| Fanum House<br>Queen Street<br>City Centre<br>Cardiff<br>Full Planning Permission<br>Decision: Permission Granted<br>Dated: 14/12/2000<br>PROPOSED TEMPORARY MARKETING SUITE<br>Application Number: 00/02183/C<br>Town and Country Planning Act 1990<br>TLC Ref: AP1158720                                                        | Cardiff County Council | Cardiff County Council                          | 14/12/2000           |
| Fanum House<br>Queen Street                                                                                                                                                                                                                                                                                                       | Cardiff County Council | Cardiff County Council                          | 18/09/2000           |

**Cardiff Council****Register of Local Land Charges****Schedule to Official Certificate of Search**

| Part 3: Planning Charges<br>(b) Other planning charges                                                                                                                                                                                                                                                                                                                                                                                                      |                        |                                                 |                      |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|-------------------------------------------------|----------------------|
| Description of charge (including reference to appropriate statutory provision)                                                                                                                                                                                                                                                                                                                                                                              | Originating Authority  | Place where relevant documents may be inspected | Date of Registration |
| City Centre<br>Cardiff<br>Full Planning Permission<br>Decision: Permission Granted<br>Dated: 18/09/2000<br>CONVERSION OF OFFICE BUILDING INCLUDING 2-STOREY EXTENSION AT ROOF LEVEL TO PROVIDE 99 RESIDENTIAL APARTMENTS WITH GROUND AND PART FIRST FLOOR A1 OR A3 USE. RE-CLADDING OF ELEVATIONS, CONSTRUCTION OF A NEW PARKING DECK AND BOUNDARY SCREENING.<br>Application Number: 00/00663/C<br>Town and Country Planning Act 1990<br>TLC Ref: AP1085116 |                        |                                                 |                      |
| Fanum House<br>Queen Street<br>City Centre<br>Cardiff<br>Full Planning Permission<br>Decision: Permission Granted<br>Dated: 08/11/1988<br>ERECTION OF SOLAR FILM TO GROUND FLOOR WINDOWS<br>Application Number: 88/01959/C<br>Town and Country Planning Act 1990<br>TLC Ref: AP1169598                                                                                                                                                                      | Cardiff County Council | Cardiff County Council                          | 08/11/1988           |



Cardiff Council  
Local Land Charges  
County Hall  
Cardiff  
CF10 4UW

## Law Society Enquiries of Local Authority (2016 Edition)

**Applicant:**

Infotrack  
Level 11  
91, Waterloo Road  
London  
SE1 8RT

**Search Reference:** 2026/01249  
**NLIS Reference:**  
**Date:** 17-Jun-2026

**Property:**

Flat 102, The Aspect 140  
Queen Street  
Cathays  
Cardiff  
CF10 2GP

**Other Roads etc:**

**Additional  
Properties:** None

I refer to your Standard Enquiries relating to the above property. These replies relate to that property as shown on the location plan where supplied. The replies are given subject to the Notes to the Standard Enquiries.

*All correspondence relating to these answers should quote the official Search Reference.*

Signed:

*R K Crane*

Cardiff Council

Dated: 17 June 2026

## Standard Enquiries of Local Authority

### PLANNING AND BUILDING REGULATIONS

#### 1.1 Planning and building decisions and pending applications

**Which of the following relating to the property have been granted, issued or refused or (where applicable) are the subject of pending applications or agreements?**

(a) a planning permission

Reference: 00/00663/C

CONVERSION OF OFFICE BUILDING INCLUDING 2-STOREY EXTENSION AT ROOF LEVEL TO PROVIDE 99 RESIDENTIAL APARTMENTS WITH GROUND AND PART FIRST FLOOR A1 OR A3 USE. RE-CLADDING OF ELEVATIONS, CONSTRUCTION OF A NEW PARKING DECK AND BOUNDARY SCREENING.

Fanum House, Queen Street, City Centre, Cardiff

Date Decision Issued: 18/09/2000

Decision: Permission Granted

Reference: 00/02183/C

PROPOSED TEMPORARY MARKETING SUITE

Fanum House, Queen Street, City Centre, Cardiff

Date Decision Issued: 14/12/2000

Decision: Permission Granted

Reference: 01/02253/C

SHOPFIT, CHANGE OF USE FROM VACANT A1/A3 SITE TO HEALTH & BEAUTY SUITE/BAR/RESTAURANT (8am-11pm) A1/A3 TO A1/LEISURE

Fanum House, Queen Street, City Centre, Cardiff

Date Decision Issued: 17/01/2002

Decision: Permission Granted

Reference: 03/01904/C

EXTENSION AND ALTERATIONS TO EXISTING BUILDING PROVIDING NEW A1 & A3 UNITS

The Aspect, 140 Queen Street, Cathays, Cardiff

Date Decision Issued: 18/09/2003

Decision: Permission Granted

Reference: 12/00434/DCI

ALTERATIONS TO SHOPFRONT ASSOCIATED WITH USE OF APPLICATION SITE AS A COFFEE SHOP.

140 The Aspect, 140 Queen Street, City Centre, Cardiff, CF10 2GP

Date Decision Issued: 11/05/2012

Decision: Permission Granted

Reference: 88/01959/C

ERECTION OF SOLAR FILM TO GROUND FLOOR WINDOWS

Fanum House, Queen Street, City Centre, Cardiff  
Date Decision Issued: 08/11/1988  
Decision: Permission Granted

(b) a listed building consent

None

(c) a conservation area consent

None

(d) a certificate of lawfulness of existing use or development

None

(e) a certificate of lawfulness of proposed use or development

None

(f) a certificate of lawfulness of proposed works for listed buildings

None

(g) a heritage partnership agreement

None

(h) a listed building consent order

None

(i) a local listed building consent order

None

(j) building regulations approval

From 1st October 2023 the Building Safety Regulator became the Building Control Authority for high-rise buildings. High-rise buildings are defined as having 7 or more storeys and/or being 18 metres or more high, and either having at least 2 residential units or being hospitals or care homes (during design and construction). Enquiries should be made with the Building Safety Regulator for answers to questions 1.1j,k & l for applications received on high rise buildings since 1st October 2023. For further information please visit <https://www.hse.gov.uk/building-safety/regulator.htm> . Information on the Regulator is also available here Building Safety Hub | Building Safety Regulator . You may also wish to make enquiries of developers of new buildings and/or managing agents of existing buildings.

(k) building regulation completion certificate and

From 1st October 2023 the Building Safety Regulator became the Building Control Authority for high-rise buildings. High-rise buildings are defined as having 7 or more storeys and/or being 18 metres or more high, and either having at least 2 residential units or being hospitals or care homes (during design and construction).

Enquiries should be made with the Building Safety Regulator for answers to questions 1.1j,k & l for applications received on high rise buildings since 1st October 2023.  
For further information please visit <https://www.hse.gov.uk/building-safety/regulator.htm> . Information on the Regulator is also available here Building Safety Hub | Building Safety Regulator . You may also wish to make enquiries of developers of new buildings and/or managing agents of existing buildings.

(l) any building regulations certificate or notice issued in respect of work carried out under a competent person self-certification scheme?

From 1st October 2023 the Building Safety Regulator became the Building Control Authority for high-rise buildings. High-rise buildings are defined as having 7 or more storeys and/or being 18 metres or more high, and either having at least 2 residential units or being hospitals or care homes (during design and construction).  
Enquiries should be made with the Building Safety Regulator for answers to questions 1.1j,k & l for applications received on high rise buildings since 1st October 2023.  
For further information please visit <https://www.hse.gov.uk/building-safety/regulator.htm> . Information on the Regulator is also available here Building Safety Hub | Building Safety Regulator . You may also wish to make enquiries of developers of new buildings and/or managing agents of existing buildings.

#### **Informative**

*(1.1l) The local authority may not always be aware of such works and enquiries should also be made of the seller.*

#### **Informative**

*All planning information revealed is based on an electronic search of the property address and available plotting. Should you require a historic paper based search of archive, please contact [supportservices@cardiff.gov.uk](mailto:supportservices@cardiff.gov.uk)*

*Copies of planning decision notices are now available online from the Councils website. Any specific Section 106 Agreements referred to are stored under the accompanying planning permission. Please use this link <https://planning.cardiff.gov.uk/online-applications/> and enter the number in the format shown above.*

## **1.2 Planning designations and proposals**

**What designations of land use for the property, or the area, and what specific proposals for the property, are contained in any existing or proposed development plan?**

The Cardiff Local Development Plan was adopted by the Council on 28th January, 2016 and from that date became the Development Plan for administrative area of Cardiff and superseded the former adopted development plan framework for Cardiff which had comprised the Cardiff Deposit Unitary Development Plan (2003) City of Cardiff Local Plan (1996), the South Glamorgan (Cardiff Area) Replacement Structure Plan (1997) and the South Glamorgan (Cardiff Area) Minerals Local Plan together with the approved Mid Glamorgan County structure Plan incorporating Proposed Alterations No.1 (September 1989).

## **ROADS AND PUBLIC RIGHTS OF WAY**

### **Roadways, footways and footpaths**

**2.1 Which of the roads, footways and footpaths named in the application for this search (via boxes B and C) are:**

(a) highways maintainable at public expense

Yes - Queen Street

For visual clarification please see attached mapping link: <https://ishare.cardiff.gov.uk/mycardiff.aspx>

(b) subject to adoption and, supported by a bond or bond waiver

No

(c) to be made up by a local authority who will reclaim the cost from the frontagers

None

(d) to be adopted by a local authority without reclaiming the cost from the frontagers

None

NB: Adopted highways can now be found on the Councils' online mapping portal at <https://ishare.cardiff.gov.uk> under Street Care heading.

**Informative**

*If a road, footpath or footway is not a highway, there may be no right to use it. The Council cannot express an opinion, without seeing the title plan of the property and carrying out an inspection, whether or not any existing or proposed highway directly abuts the boundary of the property.*

**Public rights of way**

**2.2 Is any public right of way which abuts on, or crosses the property, shown on a definitive map or revised definitive map?**

None

For further information please contact [publicrightsofway@cardiff.gov.uk](mailto:publicrightsofway@cardiff.gov.uk)

You can view the Definitive Map on the Cardiff Council Website

**2.3 Are there any pending applications to record a public right of way that abuts, or crosses the property, on a definitive map or revised definitive map?**

None

For further information please contact [publicrightsofway@cardiff.gov.uk](mailto:publicrightsofway@cardiff.gov.uk)

You can view the Definitive Map on the Cardiff Council Website

**2.4 Are there any legal orders to stop up, divert, alter or create a public right of way which abuts, or crosses the property not yet implemented or shown on a definitive map?**

None

You can view the Definitive Map on the Cardiff Council Website. For further information please contact [publicrightsofway@cardiff.gov.uk](mailto:publicrightsofway@cardiff.gov.uk)

**2.5 If so, please attach a plan showing the approximate route.**

None

For further information please contact [publicrightsofway@cardiff.gov.uk](mailto:publicrightsofway@cardiff.gov.uk)

You can view the Definitive Map on the Cardiff Council Website

### **Informative**

*A definitive map for Cardiff County Council has now been published in 1954*

*However, a survey of all paths has not been completed and whilst this does not preclude the existence of unrecorded rights of way, the local authority is unaware of any claimed rights of way existing over the search site. If in doubt please contact Public Rights of Way/Highways Officer, County Hall, Cardiff CF10 4UW by emailing [publicrightsofway@cardiff.gov.uk](mailto:publicrightsofway@cardiff.gov.uk) for further information.*

## **OTHER MATTERS**

**Apart from matters entered on the registers of local land charges, do any of the following matters apply to the property? If so, how can copies of the relevant documents be obtained?**

**Note: Matters entered onto the Local Land Charges Register, or visible by property/site inspection, will not be referred to (where relevant) in answer to the enquiries 3.1. to 3.15. below.**

### **3.1 Land required for public purposes**

**Is the property included in land required for public purposes?**

None

### **3.2 Land to be acquired for road works**

**Is the property included in land to be acquired for road works?**

None

### **3.3 Drainage matters**

**(a) Is the property served by a sustainable urban drainage system (SuDS)?**

Any SuDS related queries please contact [SAB@cardiff.gov.uk](mailto:SAB@cardiff.gov.uk)

**(b) Are there SuDS features within the boundary of the property? If yes, is the owner responsible for maintenance?**

Any SuDS related queries please contact [SAB@cardiff.gov.uk](mailto:SAB@cardiff.gov.uk)

**(c) If the property benefits from a SuDS for which there is a charge, who bills the property for the surface water drainage charge?**

Any SuDS related queries please contact [SAB@cardiff.gov.uk](mailto:SAB@cardiff.gov.uk)

### **3.4 Nearby road schemes**

**Is the property (or will it be) within 200 metres of any of the following?**

**(a) the centre line of a new trunk road or special road specified in any order, draft order or scheme**

None

Please contact [transportconsultations@cardiff.gov.uk](mailto:transportconsultations@cardiff.gov.uk) for further information.

(b) the centre line of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway

None

Please contact [transportconsultations@cardiff.gov.uk](mailto:transportconsultations@cardiff.gov.uk) for further information.

(c) the outer limits of construction works for a proposed alteration or improvement to an existing road involving:-

None

Please contact [transportconsultations@cardiff.gov.uk](mailto:transportconsultations@cardiff.gov.uk) for further information.

(d) the outer limits of:

None

Please contact [transportconsultations@cardiff.gov.uk](mailto:transportconsultations@cardiff.gov.uk) for further information.

(e) the centre line of the proposed route of a new road under proposals published for public consultation

None

Please contact [transportconsultations@cardiff.gov.uk](mailto:transportconsultations@cardiff.gov.uk) for further information.

(f) the outer limits of:-

None

Please contact [transportconsultations@cardiff.gov.uk](mailto:transportconsultations@cardiff.gov.uk) for further information.

### **Informative**

*A mini roundabout is a roundabout having a one-way-circulatory carriageway around a flush or slightly raised circular marking less than 4 metres in diameter and with or without flared approaches*

### **3.5 Nearby railway schemes**

(a) Is the property (or will it be) within 200 metres of the centre line of a proposed railway, tramway, light railway or monorail?

None

(b) Are there any proposals for a railway, tramway, light railway or monorail within the Local Authority's boundary?

The following are within the Local Authority's boundary and only apply if Question 3.5(a) has been answered as Yes.

Application 94/1987 which includes a proposal for a future light rail system comprising Bute Square and Bute Avenue is within the Local Authority's boundary. Granted on the 21st January 1998 subject to conditions 1-38 and 8 additional recommendations.

Application 97/2272 which includes a proposals for a future light rail system comprising Bute Square and Bute Avenue is within the Local Authority's boundary. Granted on 2nd June 1998 subject to conditions.

There are also additional transport proposals which are part of the newly adopted LDP and we would refer you to this document. Please contact [transportconsultations@cardiff.gov.uk](mailto:transportconsultations@cardiff.gov.uk) for further information.

### 3.6 Traffic schemes

**Has a local authority approved but not yet implemented any of the following for the roads, footways and footpaths which are named in Boxes B and C and are within 200 metres of the boundaries of the property?**

(a) permanent stopping up or diversion

None

(b) waiting or loading restrictions

None

For further information please email [TrafficRegulationOrders@cardiff.gov.uk](mailto:TrafficRegulationOrders@cardiff.gov.uk)

(c) one way driving

None

For further information please email [TrafficRegulationOrders@cardiff.gov.uk](mailto:TrafficRegulationOrders@cardiff.gov.uk)

(d) prohibition of driving

None

For further information please email [TrafficRegulationOrders@cardiff.gov.uk](mailto:TrafficRegulationOrders@cardiff.gov.uk)

(e) pedestrianisation

None

(f) vehicle width or weight restriction

None

For further information please email [TrafficRegulationOrders@cardiff.gov.uk](mailto:TrafficRegulationOrders@cardiff.gov.uk)

(g) traffic calming works including road humps

None

For further information please email [TrafficRegulationOrders@cardiff.gov.uk](mailto:TrafficRegulationOrders@cardiff.gov.uk)

(h) residents parking controls

None

For further information please email [TrafficRegulationOrders@cardiff.gov.uk](mailto:TrafficRegulationOrders@cardiff.gov.uk)

(i) minor road widening or improvement

None

(j) pedestrian crossings

None

(k) cycle tracks

None

(l) bridge building

None

For further information please email [NeighbourhoodServices-BusinessSupport@cardiff.gov.uk](mailto:NeighbourhoodServices-BusinessSupport@cardiff.gov.uk)

**Informative**

*In some circumstances road closures can be obtained by third parties from magistrates courts, or can be made by the Secretary of State for Transport without involving the local authority.*

*This enquiry is designed to reveal matters that are yet to be implemented and could not therefore be ascertained by a visual inspection. Schemes that have been, or are currently being implemented will not be referred to in answer to this enquiry.*

**3.7 Outstanding notices**

**Do any statutory notices which relate to the following matters subsist in relation to the property other than those revealed in a response to any other enquiry in this form?**

(a) building works

None

Informative: Matters already entered on the Local Land Charges Register will not be revealed in answer to this enquiry.

(b) environment

None

Informative: Matters already entered on the Local Land Charges Register will not be revealed in answer to this enquiry.

(c) health and safety

None

Informative: Matters already entered on the Local Land Charges Register will not be revealed in answer to this enquiry.

(d) housing

None

Informative: Matters already entered on the Local Land Charges Register will not be revealed in answer to this enquiry.

(e) highways

None

Informative: Matters already entered on the Local Land Charges Register will not be revealed in answer to this enquiry.

(f) public health

None

Informative: Matters already entered on the Local Land Charges Register will not be revealed in answer to this enquiry.

(g) flood and coastal erosion risk management

None

For further information please contact [FCERM@cardiff.gov.uk](mailto:FCERM@cardiff.gov.uk)

**3.8 Contravention of building regulations**

**Has a local authority authorised in relation to the property any proceedings for the contravention of any provision contained in building regulations?**

None

For further information please contact [BuildingControl@Cardiff.gov.uk](mailto:BuildingControl@Cardiff.gov.uk)

**3.9 Notices, orders, directions and proceedings under Planning Acts**

**Do any of the following subsist in relation to the property, or has a local authority decided to issue, serve, make or commence any of the following?**

(a) an enforcement notice

None

(b) a stop notice

None

(c) a listed building enforcement notice

None

(d) a breach of condition notice

None

(e) a planning contravention notice

None

(f) another notice relating to breach of planning control

None

(g) a listed building repairs notice

None

For further queries contact Conservation@cardiff.gov.uk

(h) in the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimum compensation

None

(i) a building preservation notice

None

(j) a direction restricting permitted development

None

(k) an order revoking or modifying planning permission

None

(l) an order requiring discontinuance of use or alteration or removal of building or works

None

(m) a tree preservation order

None

For further queries contact the Tree Preservation Officer treeprotection@cardiff.gov.uk

(n) proceedings to enforce a planning agreement or planning contribution

None

#### **Informative**

*CADW (meaning "to keep" or "to protect") is the Welsh Government's historic environment service working for an accessible and well-protected historic environment for Wales. Additional enquiries should also be made with them at: Welsh Government, Plas Carew, Unit 5/7 Cefn Coed, Parc Nantgarw, Caerphilly CF15 7QQ.*

### **3.10 Community infrastructure levy (CIL)**

(a) Is there a CIL charging schedule?

None - There is no Community Infrastructure Levy Charging Schedule currently in force in Cardiff. In 2017, the Department for Communities and Local Government (DCLG) published a review of the Community Infrastructure Levy, entitled 'CIL Review: Report to Government', which recommended a series of changes to the process. An announcement is expected from the UK Government in 2018, including the possibility of CIL being devolved to the Welsh Government. Upon receipt of this announcement from the UK Government, the Council will consider how best to progress a CIL for Cardiff.

(b) If, yes, do any of the following subsist in relation to the property, or has a local authority decided to issue, serve, make or commence any of the following:-

None

(c) Has any demand notice been suspended?

None

(d) Has the Local Authority received full or part payment of any CIL liability?

None

(e) Has the Local Authority received any appeal against any of the above?

None

(f) Has a decision been taken to apply for a liability order?

None

(g) Has a liability order been granted?

None

(h) Have any other enforcement measures been taken?

None

### **3.11 Conservation area**

#### **Do the following apply in relation to the property?**

(a) the making of the area a conservation area before 31 August 1974

None

(b) an unimplemented resolution to designate the area a Conservation Area

None

For further queries contact [Conservation@cardiff.gov.uk](mailto:Conservation@cardiff.gov.uk)

### **3.12 Compulsory purchase**

#### **Has any enforceable order or decision been made to compulsorily purchase or acquire the property?**

None

Informative: Matters already entered on the Local Land Charges Register will not be revealed in answer to this enquiry.

### **3.13 Contaminated Land**

#### **Do any of the following apply (including any relating to land adjacent to or adjoining the property which has been identified as contaminated land because it is in such a condition that harm or pollution of controlled waters might be caused on the property)?**

(a) a contaminated land notice

None - Neither the property or adjacent land are held by this Authority on a Register maintained under Sections 78R(1), 78B(3) or 78G(3) of the Environmental Protection Act 1990.

For further information please contact Shared Regulatory Services Environment-SRSWales@valeofglamorgan.gov.uk

(b) in relation to a register maintained under section 78R of the Environmental Protection Act 1990

None

(c) consultation with the owner or occupier of the property conducted under section 78G(3) of the Environmental Protection Act 1990 before the service of a remediation notice

None

**Informative**

*A negative reply does not imply that the property or any adjoining or adjacent land is free from contamination, or from the risk of it, and the reply may not disclose steps taken by another local authority in whose area adjacent or adjoining land is situated.*

**3.14 Radon Gas**

**Do records indicate that the property is in a "Radon Affected Area" as identified by Public Health England?**

No - For further information please contact Shared Regulatory Services, sharedregulatoryservices@cardiff.gov.uk

**Informative**

*B - The Councils data is only indicative and accurate data is available from online sources. The Health Protection Agency (HPA) and The British Geological Survey (BGS) have jointly launched a new radon dataset for England and Wales on the 12th November 2007. There are four ways to access the data for individual properties:-*

*- On-line for a fee of £3.53 (incl. VAT) a search can be carried out on the new UK Radon website, [www.ukradon.org](http://www.ukradon.org). A valid postal address and postcode is required.*

*- Purchase credits for use on-line - Moderate volume users can purchase advanced credits with log-in password.*

*- Licence the dataset - Large volume users can negotiate a license with our partner BGS. To discuss this you should contact:-*

*Rosey Pharoh, British Geological Survey, Keyworth, Nottingham NG12 5GG Tel No: 0115 936 3477. Email [iprdigital@bgs.ac.uk](mailto:iprdigital@bgs.ac.uk) web: [www.bgs.ac.uk](http://www.bgs.ac.uk)*

*- Buy a Radon Potential Search. This existing service will be continued at the current cost of £23.00 incl. VAT. Please contact the Radon Studies Group on 01235 822622.*

*For sites without a valid postal address, please contact the BGS on 01159363143*

**3.15 Assets of Community Value**

(a) Has the property been nominated as an asset of community value?

None

(b) If the property is listed:

None

*These replies have been given in accordance with the notes appended to CON29 form.*

*References to the provisions of particular Acts of Parliament or Regulations include any provisions which they have replaced and also include existing or future amendments or re-enactments.*

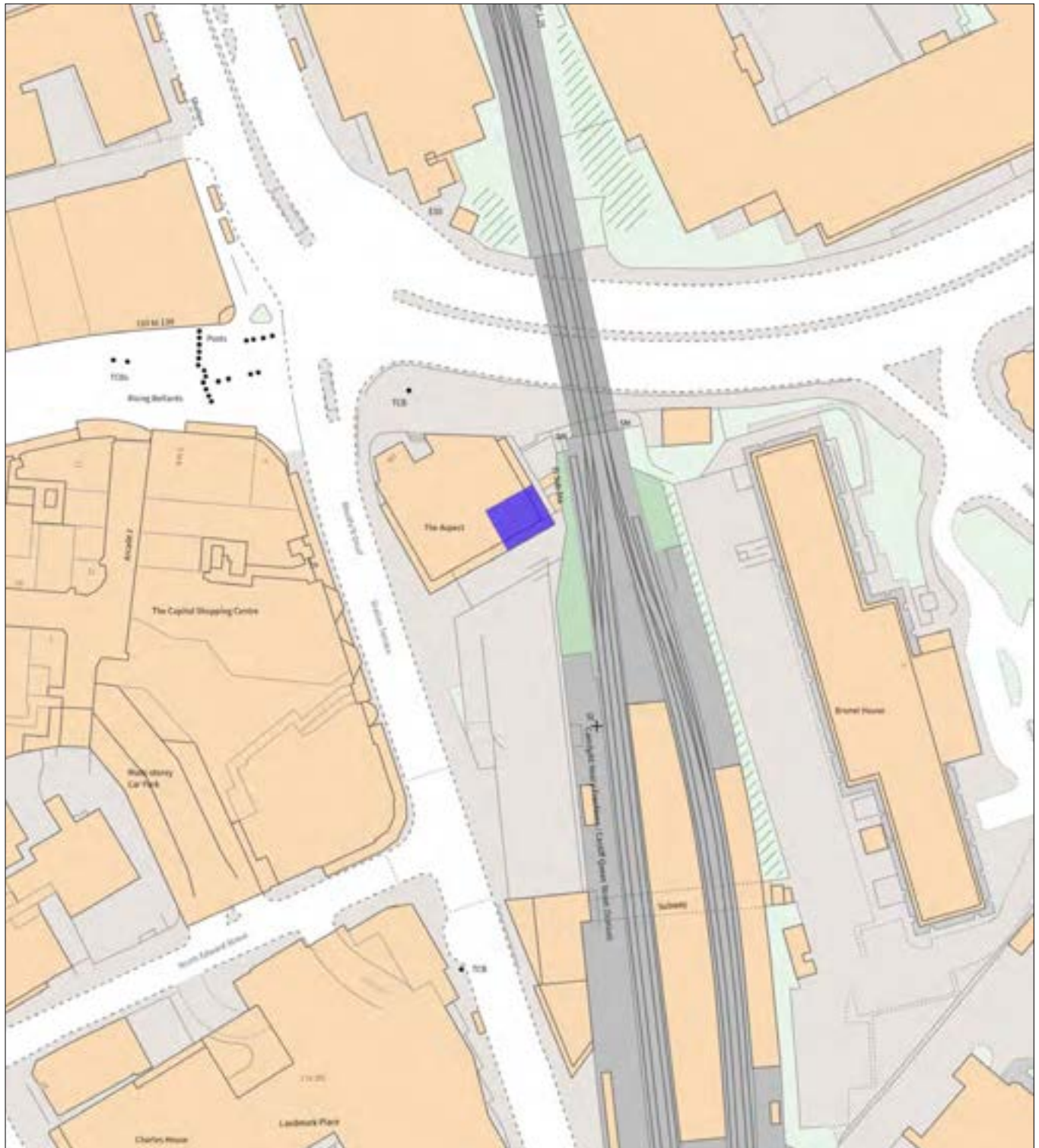
*The replies will be given in the belief that they are in accordance with information presently available to the officers of the replying local authority, but none of the local authorities or their officers accepts legal responsibility for an incorrect reply, except for negligence. Any legal responsibility for negligence will be owed to the person who raised the enquiries and the person on whose behalf they were raised. It will also be owed to any other person who has knowledge (personally or through an agent) of the replies before the time when he purchases, takes a tenancy of, or lends money on the security of the property or (if earlier) the time when he becomes contractually bound to do so.*

*This Form should be read in conjunction with the guidance notes available separately.*

*Area means any area in which the property is located.*

*References to the Local Authority include any predecessor Local Authority and also any Local Authority committee, sub-committee or other body or person exercising powers delegated by the Local Authority and their approval includes their decision to proceed. The replies given to certain enquiries cover knowledge and actions of both the District Local Authority and County Local Authority.*

*Where relevant, the source department for copy documents should be provided.*



|                                                                      |                                                                            |                                                                                                                                                                   |
|----------------------------------------------------------------------|----------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Search Reference:</b>                                             | 2026/01249                                                                 | Cardiff Council<br>Local Land Charges<br>County Hall<br>Cardiff<br>CF10 4UW  |
| <b>Property Address:</b>                                             | Flat 102, The Aspect 140<br>Queen Street<br>Cathays<br>Cardiff<br>CF10 2GP |                                                                                                                                                                   |
| <b>Date:</b>                                                         | 17-Jun-2026                                                                | <b>Scale:</b> 1: 1250                                                                                                                                             |
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# Drainage & Water Search (CON29DW)



## Search Details

Prepared for: Jacklyn Dawson Solicitors LLP  
Matter: RESS3573  
Client address: Equity Chamber, John Frost Square, Newport, NP20 1PW

### Property:

Flat 102 The Aspect, 140 Queen Street, Cardiff, CF10 2GP

### Water Company:

Dwr Cymru Welsh Water  
PO Box 690, Cardiff, CF3 5WL

Date Returned:  
09/07/2026

Property type:  
Residential

This search was compiled by the Water Company above and provided by InfoTrack Ltd - t: 0207 186 8090, e: [helpdesk@infotrack.co.uk](mailto:helpdesk@infotrack.co.uk). This search is subject to terms and conditions issued by InfoTrack which can be viewed at [www.infotrack.co.uk](http://www.infotrack.co.uk) or supplied on request. This search is also subject to terms and conditions issued by the Water Company, available on request. InfoTrack are registered with the Property Codes Compliance Board (PCCB) as subscribers to the Search Code. The PCCB independently monitors how registered firms maintain compliance with the Code. Visit [www.propertycodes.org.uk](http://www.propertycodes.org.uk) for more information.



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T: 0207 186 8090 E: [helpdesk@infotrack.co.uk](mailto:helpdesk@infotrack.co.uk)

Property Searches  
InfoTrack  
Orion Gate  
Woking  
England,  
GU22 7NJ

**NEW LEGAL REQUIREMENT**

IF THIS SEARCH RELATES TO A RECENTLY BUILT PROPERTY, NEW WELSH GOVERNMENT LEGISLATION EFFECTIVE FROM 1<sup>ST</sup> OCTOBER 2012 REQUIRES THAT ANY SEWERS AND LATERAL DRAINS SERVING THE PROPERTY MUST BE SUBJECT TO A SECTION 104 ADOPTION AGREEMENT WITH DWR CYMRU WELSH WATER.

## Drainage and Water Enquiry

|                                                                                  |                                                                                                                                                                                                                                                                                                                                                |
|----------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| The information contained within this report refers to the Existing property at: | <b>140, FLAT 1-99 THE ASPECT, QUEEN ST<br/>CARDIFF,<br/>CF102GP</b>                                                                                                                                                                                                                                                                            |
| Search report produced by:                                                       | Dŵr Cymru Welsh Water<br>P.O. Box 3146<br>Linea<br>Fortran Road<br>Cardiff<br>CF30 0EH<br>Telephone No. – 0800 917 2652<br><br><a href="http://www.dwrcymru.com">www.dwrcymru.com</a><br><a href="mailto:enquiries@dwrcymru.com">enquiries@dwrcymru.com</a><br><br>Water supply - Call 0800 052 0130<br>Sewerage services - Call 0800 085 3968 |
| Our reference:                                                                   | <b>2026/6/735005/785324</b>                                                                                                                                                                                                                                                                                                                    |
| Your reference:                                                                  | <b>ITK0000121547245</b>                                                                                                                                                                                                                                                                                                                        |

The following records were referenced in compiling this search report

Customer Account System  
Asset Information System  
Water Quality Database

Any enquiries relating to this report should be addressed to our Customer Support Searches Team at the above address. Please quote one of the above references.

Search report produced on: 09/07/2026

**Q 1 Interpretation of Drainage and Water Enquiry**

Response ***Appendix 1 contains definitions of terms and expressions identified within this report.***

Informative Not Applicable.

**Q 2 Enquiries and Responses**

Response ***1. The records were searched by Bethany Miah who has no nor not likely to have, any personal or business relationship with any person involved in the sale of the property.  
2. This search report was prepared by Bonnie Davies who have no nor not likely to have any personal or business relationship with any person involved in the sale of the property.***

Informative For the Residential Drainage & Water Search Complaint Procedure please see Appendix 6.

**Q 3 Where relevant, please include a copy of an extract from the public sewer map.**

Response ***A copy of an extract from the public sewer map is included in which the location of the property is identified.***

Informative Public Sewers are defined as those for which the Company holds statutory responsibility under the Water Industry Act 1991.  
The company is not responsible for rivers, watercourses, ponds, culverts or highway drains. If any of these are shown on the copy extract they are shown for information only.  
Sewers indicated on the extract of the public sewer map as being subject to an agreement under section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended that these details are checked with the developer, if any.  
Assets other than public sewers may be shown on the copy extract, for information only.  
The presence of a public sewer located within the boundary of the property may restrict further development within it.  
The sewerage undertaker has a statutory right of access to carry out work on its assets, subject to notice. This may result in employees of the sewerage undertaker or its contractors needing to enter the property to carry out works.

**Q 4 Does foul water from the property drain to a public sewer?**

Response ***Records indicate that foul water from the property drains to a public sewer.***

Informative Water companies are not responsible for any private drains and sewers that connect the property to the public sewerage system, and do not hold details of these. The property owner will normally have sole responsibility for private drains serving the property and may have shared responsibility, with other users, if the property is served by a private sewer which also serves other properties. These may pass through land outside of the control of the seller and the buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal.  
If foul water does not drain to the public sewerage system the property may have private facilities in the form of a cesspit, septic tank or other type of treatment plant.

**Q 5 Does surface water from the property drain to a public sewer?**

Response ***Records indicate that surface water from the property does drain to a public sewer.***

Informative Sewerage undertakers are not responsible for private drains and sewers that connect the property to the public sewerage system and do not hold details of these.  
The property owner will normally have sole responsibility for private drains serving the property and may have shared responsibility with other users, if the property is served by a private sewer which also serves other properties. These may pass through land outside of the control of the seller and the buyer may wish to investigate whether separate rights or easements are needed for

their inspection, repair or renewal.

In some cases, sewerage undertakers' records do not distinguish between foul and surface water connections to the public sewerage system.

If on inspection the buyer finds that the property is not connected for surface water drainage, the property may be eligible for a rebate of the surface water drainage charge. Details can be obtained from the sewerage undertaker.

If surface water does not drain to the public sewerage system the property may have private facilities in the form of a soakaway or private connection to a watercourse.

**Q 6** **Are any sewers or lateral drains serving or which are proposed to serve the property the subject of an existing adoption agreement or an application for such an agreement?**

**Response** *The property is part of an established development and is not subject to an adoption agreement.*

**Informative** This enquiry is of interest to purchasers of new homes who will want to know whether or not the property will be linked to a public sewer.  
Where the property is part of a very recent or ongoing development and the sewers are not the subject of an adoption application, buyers should consult with the developer to ascertain the extent of private drains and sewers for which they will hold maintenance and renewal liabilities.  
Final adoption is subject to the developer complying with the terms of the adoption agreement under Section 104 of the Water Industry Act 1991.

**Q 7** **Does the public sewer map indicate any public sewer, disposal main or lateral drain within the boundaries of the property?**

**Response** *The public sewer map included indicates that there are no public sewers, disposal mains or lateral drains within the boundaries of the property. However, from the 1st October 2011 there are lateral drains and/or public sewers which are not recorded on the public sewer map. For further information please contact Dwr Cymru Welsh Water on Tel: 0800 917 2652.*

**Informative** The boundary of the property has been determined by reference to the Ordnance Survey record. The presence of a public sewer running within the boundary of the property may restrict further development. The company has a statutory right of access to carry out work on its assets, subject to notice. This may result in employees of the company or its contractors needing to enter the property to carry out work.  
Sewers indicated on the extract of the public sewer map as being subject to an agreement under section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended that these details be checked with the developer, if any. Assets other than public sewers may be shown on the copy extract, for information only.

**Q 8** **Does the public sewer map indicate any public sewer within 30.48 metres (100 feet) of any buildings within the property?**

**Response** *The public sewer map included indicates that there is a public sewer within 30.48 metres (100 feet) of a building within the property.*

**Informative** The presence of a public sewer within 30.48 metres (100 feet) of the building(s) within the property can result in the local authority requiring a property to be connected to the public sewer. The measure is estimated from the Ordnance Survey record, between the building(s) within the boundary of the property and the nearest public sewer.  
Sewers indicated on the extract of the public sewer map as being subject to an agreement under section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended that these details are checked with the developer.  
Assets other than public sewers may be shown on the copy extract, for information only.  
If the public sewer map indicates that there is a public sewer or lateral drain located within the development site, dependant on the actual plot layout(s), these sewers may be within 30.48 metres (100 feet) of a proposed building. It is recommended that investigations are made into the drainage arrangements of the property as the owner may be liable for repairs to the drainage

system.

**Q 9** Has a sewerage undertaker approved or been consulted about any plans to erect a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain?

Response *There are no records in relation to any approval or consultation about plans to erect a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain. However, the sewerage undertaker might not be aware of a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain.*

Informative Buildings or extensions erected over a sewer in contravention of building controls may have to be removed or altered. From the 1st October 2011 private sewers, disposal mains and lateral drains transferred into public ownership and the sewerage undertaker may not have approved or been consulted about plans to erect a building or extension on the property over or in the vicinity of these.

**Q 10** Where relevant, please include a copy of an extract from the map of waterworks.

Response *A copy of an extract of the map of waterworks is included, showing water mains, resource mains or discharge pipes in the vicinity of the property.*

Informative The "water mains" in this context are those which are vested in and maintainable by the water company under statute. The purchaser should carry out a physical inspection of the property. Assets other than public water mains may be shown on the plan, for information only. Water undertakers are not responsible for private supply pipes connecting the property to the public water main and do not hold details of these. These may pass through land outside of the control of the seller, or may be shared with adjacent properties. The buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal. The presence of a public water main located within the boundary of the property may restrict further development within it. Water undertakers have rights of access to carry out work on their assets, subject to notice (except in the event of an emergency). This may result in employees of the water undertaker or its contractors needing to enter the property to carry out work.

**Q 11** Is any water main or service pipe serving or which is proposed to serve the property the subject of an existing adoption agreement or an application for such an agreement?

Response *Records confirm that water mains or service pipes serving the property are not the subject of an existing adoption agreement or an application for such an agreement.*

Informative This enquiry is of interest to purchasers of new homes who will want to know whether or not the property will be linked to the mains water supply.

**Q 12** Who are the sewerage and water undertakers for the area?

Response *The sewerage undertaker is Dwr Cymru Cyfyngedig, Linea, Fortran Road, St Mellons, Cardiff, CF3 0LT and the water undertaker is Dwr Cymru Cyfyngedig, Linea, Fortran Road, St Mellons, Cardiff, CF3 0LT.*

Informative Not applicable.

**Q 13** Is the property connected to mains water supply?

Response *Records indicate that the property is connected to mains water supply.*

Informative Details of private supplies are not kept by the water undertaker. The situation regarding sources

of supply and supply arrangements should be checked with the current owner of the property and a physical inspection should be carried out.

**Q 14** **Are there any water mains, resource mains or discharge pipes within the boundaries of the property?**

**Response** *The map of waterworks does not indicate any water mains, resource mains or discharge pipes within the boundaries of the property.*

**Informative** The boundary of the property has been determined by reference to the Ordnance Survey record. The presence of a public water main within the boundary of the property may restrict further development within it. Water companies have statutory rights of access to carry out work on their assets, subject to notice (except in the event of an emergency). This may result in employees of the company or its contractors needing to enter the property to carry out work. If the map of waterworks indicates that there is a public water main drain located within the development site, dependant on the actual plot layout(s), protection measures and/or diversion of these water mains may be required and agreed with the water undertaker.

**Q 15** **What is the current basis for charging for sewerage and water services at the property?**

**Response** *The charges are based on actual volumes of water measured through a water meter ("metered supply").*

**Informative** Water and sewerage undertakers' full charges are set out in their charges schemes which are available from the company free of charge upon request. It is policy to meter all new water connections - this would result in charges being levied according to the measured tariff. The water undertaker may install a meter at the premises where a buyer makes a change of use of the property. The Water Industry Act 1991 Section 150, The Water Resale Order 2001 provides protection for people who buy their water or sewerage services from a person or company instead of directly from a water or sewerage company. Details are available from the Office of Water Services (OFWAT) at [www.ofwat.gov.uk](http://www.ofwat.gov.uk)

**Q 16** **Will the basis for charging for sewerage and water services at the property change as a consequence of a change of occupation?**

**Response** *There will be no change in the current charging arrangements as a consequence of a change of occupation.*

**Informative** Water and sewerage undertakers' full charges are set out in their charges schemes which are available from the company free of charge upon request. It is policy to meter all new water connections this would result in charges being levied according to the measured tariff. The water undertaker may install a meter at the premises where a buyer makes a change of use of the property.

**Q 17** **Is a surface water drainage charge payable?**

**Response** *Records confirm that a surface water drainage charge is payable for the property at the rate of £1.2809 p/m3 for Households and £1.3184 p/m3 for Non-Households of water used for each financial year.*

**Informative** Where surface water from a property does not drain to the public sewerage system no surface water drainage charges are payable. Where surface water charges are payable but upon inspection the buyer finds that the property is not connected to the public sewerage system, the property may be eligible for a rebate of the surface water drainage charge. Details can be obtained from the sewerage undertaker. The charge for unmeasured surface water drainage for 2016-2017 is £50. The charge for measured surface water drainage is included in the volumetric

rate charged for measured sewerage and is therefore dependant upon the volume used by each customer. For 2016-2017, If the premises is connected for surface water the sewerage volumetric rate will be £1.6494 p/m<sup>3</sup> for Households and £1.6908 p/m<sup>3</sup> for Non-Households. If the premises is not connected then the sewerage volumetric rate will be £1.3051 p/m<sup>3</sup> for Households and £1.3465 p/m<sup>3</sup> for Non-Households. Where the enquiry relates to a plot of land or development site, it is recommended that the charging proposals are checked with the developer.

**Q 18 Please include details of the location of any water meter serving the property.**

**Response** *Records indicate that the property is served by a water meter, which is not located within the dwelling-house which is or forms part of the property.*

**Informative** Where the property is not served by a meter and the customer wishes to consider this method of charging they should contact the appropriate water company. Where the enquiry relates to a plot of land or development site, it is recommended that the charging proposals are checked with the developer.

**Q 19 Who bills the property for sewerage services?**

**Response** *The property is billed for sewerage services by Dwr Cymru Cyfyngedig, PO Box 690, Cardiff, CF3 5WL, Tel: 0800 052 0145, Internet: www.Dwrcymru.com.*

**Informative** Where the enquiry relates to a plot of land or development site, it is recommended that the charging proposals are checked with the developer.

**Q 20 Who bills the property for water services?**

**Response** *The property is billed for water services by Dwr Cymru Cyfyngedig, PO Box 690, Cardiff, CF3 5WL. Tel: 0800 052 0145, website: www.Dwrcymru.com.*

**Informative** This is the water undertaker to notify the change of occupant to, on completion of sale. Where the enquiry relates to a plot of land or development site, it is recommended that the charging proposals are checked with the developer.

**Q 21 Is the dwelling-house which is or forms part of the property at risk of internal flooding due to overloaded public sewers?**

**Response** *The property is not recorded as being at risk of internal flooding due to overloaded public sewers. From the 1st October 2011 private sewers, disposal mains and lateral drains were transferred into public ownership. It is therefore possible that a property may be at risk of internal flooding due to an overloaded public sewer which the sewerage undertaker is not aware of. For further information it is recommended that enquiries are made of the vendor.*

**Informative** A sewer is "overloaded" when the flow from a storm is unable to pass through it due to a permanent problem (e.g. flat gradient, small diameter). Flooding as a result of temporary problems such as blockages, siltation, collapses and equipment or operational failures are excluded.

"Internal flooding" from public sewers is defined as flooding which enters a building or passes below a suspended floor. For reporting purposes, buildings are restricted to those normally occupied and used for residential, public, commercial, business or industrial purposes.

"At Risk" properties are those that the water company is required to include in the Regulatory Register that is reported annually to the Director General of Water Services. These are defined as properties that have suffered or are likely to suffer internal flooding from public foul, combined or surface water sewers due to overloading of the sewerage system more frequently than the relevant reference period (either once or twice in ten years) as determined by the Company's reporting procedure.

Flooding as a result of storm events proven to be exceptional and beyond the reference period of one in ten years are not included on the at Risk register.

Properties may be at risk of flooding but not included on the Register where flooding incidents have not been reported to the Company.

Public Sewers are defined as those for which the Company holds statutory responsibility under the Water Industry Act 1991.

It should be noted that flooding can occur from private sewers and drains which are not the responsibility of the Company. This report excludes flooding from private sewers and drains and the Company makes no comment upon this matter.

The Purchaser should also make enquiries with the seller.

Where the enquiry relates to a plot of land or development site, the sewerage undertaker is not obliged to hold records of flooding.

**Q 22 Is the property at risk of receiving low water pressure or flow?**

**Response** *Records confirm that the property is not recorded on a register kept by the water undertaker as being at risk of receiving low water pressure or flow.*

**Informative** The boundary of the property has been determined by reference to the Ordnance Survey record. "Low water pressure" means water pressure below the regulatory reference level which is the minimum pressure when demand on the system is not abnormal. Water undertakers are required to include in the Regulatory Register that is reported annually to the Director General of Water Services, properties receiving pressure below the reference level, provided that allowable exclusions do not apply (i.e. events which can cause pressure to temporarily fall below the reference level). The reference level of service is a flow of 9 litres/minute at a pressure of 10 metres head on the customer's side of the main stop tap. The reference level of service must be applied on the customer's side of a meter or any other company fittings that are on the customers side of the main stop tap. The reference level applies to a single property. Where more than one property is served by a common service pipe, the flow assumed in the reference level must be appropriately increased to take account of the total number of properties served. For two properties, a flow of 18 litres/minute at a pressure of 10 metres head on the customer's side of the main stop tap is appropriate. For three or more properties the appropriate flow should be calculated from the standard loadings provided in BS6700 or Institute of Plumbing handbook. Allowable exclusions: The water undertaker is required to include in the Regulatory Register properties receiving pressure below the reference level, provided that allowable exclusions listed below do not apply. Abnormal demand: This exclusion is intended to cover abnormal peaks in demand and not the daily, weekly or monthly peaks in demand which are normally expected. Water undertakers should exclude from the reported DG2 figures properties which are affected by low pressure only on those days with the highest peak demands. During the report year water undertakers may exclude, for each property, up to five days of low pressure caused by peak demand. Planned maintenance: Water undertakers should not report under DG2 low pressures caused by planned maintenance. It is not intended that companies identify the number of properties affected in each instance. However, water undertakers must maintain sufficiently accurate records to verify that low pressure incidents that are excluded from DG2 because of planned maintenance are actually caused by maintenance. One-off incidents: This exclusion covers a number of causes of low pressure; mains bursts; failures of company equipment (such as PRVs or booster pumps); firefighting; and action by a third party. However, if problems of this type affect a property frequently, they cannot be classed as one-off events and further investigation will be required before they can be excluded. Low pressure incidents of short duration: Properties affected by low pressures which only occur for a short period, and for which there is evidence that incidents of a longer duration would not occur during the course of the year, may be excluded from the reported DG2 figures. The buyer should also make enquiries with the seller.

**Q 23 Please include details of a water quality analysis made by the water undertaker for the**

**water supply zone in respect of the most recent calendar year.**

**Response**      *The analysis records confirmed that tests failed to meet the standards of the 2000 Regulations or the 2001 Regulations in relation to another substance or substances, and these details are included in the attached report.*

**Informative**      Drinking water quality in England and Wales is regulated by the Government through the Drinking Water Inspectorate (DWI). Drinking Water Supplies are of a very high standard and the legal requirements are set out in the Water Supply (Water Quality) Regulations 2001 (Wales).

Last year Dwr Cymru Welsh Water carried out over 100,000 water quality tests of which 99.9% showed that the drinking water produced by Welsh Water met the required standards.

Each Water Quality Zone covers a population of up to 100,000, sampling address are generated on a random basis. Distribution sampling is conducted to assess the quality of drinking water throughout Dwr Cymru Welsh Water's distribution network and not as an indicator of the condition of an individual property. Therefore Dwr Cymru Welsh Water will not disclose the sampled address.

If you have specific concerns regarding an individual property relating to water quality (e.g. Lead) then we would suggest you instruct your surveyor accordingly.

Some standards relate to the appearance of the water rather than to health. Where a standard has been set for health reasons, this is normally based on a lifetime exposure and there is a wide margin of safety. It should also be noted that most failures are of short duration and are satisfactory on resample.

All exceedences of the regulatory standard are reported to the Drinking Water Inspectorate along with details of any remedial work undertaken.

**Q 24**              **Please include details of any departures authorised by the Secretary of State under Part 6 of the 2000 Regulations from the provisions of Part 3 of those Regulations; or authorised by the National Assembly for Wales under Part 6 of the 2001 Regulations from the provisions of Part 3 of those Regulations.**

**Response**      *There are no such authorised departures for the water supply zone*

**Informative**      Authorised departures are not permitted if the extent of the departure from the standard is likely to constitute a potential danger to human health.  
Please contact your water undertaker if you require further information.

**Q 25**              **Please state the distance from the property to the nearest boundary of the nearest sewage treatment works**

**Response**      *The nearest sewage treatment works is 2626.2 m to the SE of the property. The name of the nearest sewage treatment works is CARDIFF BAY SWK .*

**Informative**      The nearest sewage treatment works will not always be the sewage treatment works serving the catchment within which the property is situated. The sewerage undertaker's records were inspected to determine the nearest sewage treatment works. It should be noted therefore that there may be a private sewage treatment works closer than the one detailed above that have not been identified.

## Appendix 1 - General Interpretation

1. In this Schedule-

"the 1991 Act" means the Water Industry Act 1991(a);

"the 2000 Regulations" means the Water Supply (Water Quality) Regulations 2000(b);

"the 2001 Regulations" means the Water Supply (Water Quality) Regulations 2001(c);

"adoption agreement" means an agreement made or to be made under section 51A(1) or 104(1) of the 1991 Act(d);

"bond" means a surety granted by a developer who is a party to an adoption agreement;

"bond waiver" means an agreement with a developer for the provision of a form of financial security as a substitute for a bond;

"calendar year" means the twelve months ending with 31st December;

"discharge pipe" means a pipe from which discharges are made or are to be made under section 165(1) of the 1991 Act;

"disposal main" means (subject to section 219(2) of the 1991 Act) any outfall pipe or other pipe which—  
(a) is a pipe for the conveyance of effluent to or from any sewage disposal works, whether of a sewerage undertaker or of any other person; and  
(b) is not a public sewer;

"drain" means (subject to section 219(2) of the 1991 Act) a drain used for the drainage of one building or of any buildings or yards appurtenant to buildings within the same curtilage;

"effluent" means any liquid, including particles of matter and other substances in suspension in the liquid;

"financial year" means the twelve months ending with 31st March;

"lateral drain" means—  
(a) that part of a drain which runs from the curtilage of a building (or buildings or yards within the same curtilage) to the sewer with which the drain communicates or is to communicate; or  
(b) (if different and the context so requires) the part of a drain identified in a declaration of vesting made under section 102 of the 1991 Act or in an agreement made under section 104 of that Act(e);

"licensed water supplier" means a company which is the holder for the time being of a water supply licence under section 17A(1) of the 1991 Act(f);

"maintenance period" means the period so specified in an adoption agreement as a period of time—  
(a) from the date of issue of a certificate by a sewerage undertaker to the effect that a developer has built (or substantially built) a private sewer or lateral drain to that undertaker's satisfaction; and  
(b) until the date that private sewer or lateral drain is vested in the sewerage undertaker;

"map of waterworks" means the map made available under section 198(3) of the 1991 Act(g) in relation to the information specified in subsection (1A);

"private sewer" means a pipe or pipes which drain foul or surface water, or both, from premises, and are not vested in a sewerage undertaker;

"public sewer" means, subject to section 106(1A) of the 1991 Act(h), a sewer for the time being vested in a sewerage undertaker in its capacity as such, whether vested in that undertaker—  
(a) by virtue of a scheme under Schedule 2 to the Water Act 1989(i);  
(b) by virtue of a scheme under Schedule 2 to the 1991 Act(j);  
(c) under section 179 of the 1991 Act(k); or  
(d) otherwise;

"public sewer map" means the map made available under section 199(5) of the 1991 Act(l);

"resource main" means (subject to section 219(2) of the 1991 Act) any pipe, not being a trunk main, which is or is to be used for the purpose of—

- (a) conveying water from one source of supply to another, from a source of supply to a regulating reservoir or from a regulating reservoir to a source of supply; or
- (b) giving or taking a supply of water in bulk;

"sewerage services" includes the collection and disposal of foul and surface water and any other services which are required to be provided by a sewerage undertaker for the purpose of carrying out its functions;

"sewerage undertaker" means the company appointed to be the sewerage undertaker under section 6(1) of the 1991 Act for the area in which the property is or will be situated;

"surface water" includes water from roofs and other impermeable surfaces within the curtilage of the property;

"water main" means (subject to section 219(2) of the 1991 Act) any pipe, not being a pipe for the time being vested in a person other than the water undertaker, which is used or to be used by a water undertaker or licensed water supplier for the purpose of making a general supply of water available to customers or potential customers of the undertaker or supplier, as distinct from for the purpose of providing a supply to particular customers;

"water meter" means any apparatus for measuring or showing the volume of water supplied to, or of effluent discharged from any premises;

"water supplier" means the company supplying water in the water supply zone, whether a water undertaker or licensed water supplier;

"water supply zones" in relation to a calendar year means the names and areas designated by a water undertaker within its area of supply that are to be its water supply zones for that year; and

"water undertaker" means the company appointed to be the water undertaker under section 6(1) of the 1991 Act for the area in which the property is or will be situated.

2. In this Schedule, references to a pipe, including references to a main, a drain or a sewer, shall include references to a tunnel or conduit which serves or is to serve as the pipe in question and to any accessories for the pipe.

Note:

- (a) 1991 c. 56
- (b) S.I. 2000/3184. These Regulations apply in relation to England.
- (c) S.I. 2001/3911. These Regulations apply in relation to Wales.
- (d) Section 51A is inserted by section 92(2) of the Water Act 2003 (c.37). Section 104(1) is amended by section 96(4) of that Act.
- (e) To which there are various amendments made to sections 102 and 104 by section 96 of the Water Act 2003.
- (f) Inserted by section 56 of and Schedule 4 to the Water Act 2003.
- (g) Subsection (1A) is inserted by section 92(5) of the Water Act 2003.
- (h) Section 106(1A) is inserted by section 99 of the Water Act 2003.
- (i) 1989 c.15.
- (j) To which there are various amendments made by section 101(1) of and Schedule 8 to the Water Act 2003.
- (k) To which there are various amendments made by section 101(1) of and Schedule 8 to the Water Act 2003.
- (l) Section 199 is amended by section 97(1) and (8) of the Water Act 2003.

## Appendix 2 – DRAINAGE & WATER ENQUIRY (RESIDENTIAL) TERMS AND CONDITIONS

The Customer, the Client and the Purchaser are asked to note these terms, which govern the basis on which this drainage and water report is supplied

### **Definitions**

'Company' means Dwr Cymru Cyf who produces the Report.  
'Order' means any request completed by the Customer requesting the Report.  
'Report' means the drainage and/or water report prepared by The Company in respect of the Property.  
'Property' means the address or location supplied by the Customer in the Order.  
'Customer' means the person, company, firm or other legal body placing the Order, either on their own behalf as Client, or, as an agent for a Client.  
'Client' means the person, company or body who is the intended recipient of the Report with an actual or potential interest in the Property.  
'Purchaser' means the actual or potential purchaser of an interest in the Property including the mortgage lender.

### **Agreement**

1. The Company agrees to supply the Report to the Customer and to allow it to be provided to the Client and the Purchaser subject, in each case, to these terms. The scope and limitations of the Report are described in paragraph 2 of these terms. Where the Customer is acting as an agent for the Client then the Customer shall be responsible for bringing these terms to the attention of the Client.
- 1.1 The Customer, the Client and Purchaser agree that the placing of an Order for a Report and the subsequent provision of a copy the Report to the Purchaser indicates their acceptance of these terms.

### **The Report**

2. Whilst The Company will use reasonable care and skill in producing the Report, it is provided to the Customer, the Client and Purchaser on the basis that they acknowledge and agree to the following:-
  - 2.1 The information contained in the Report can change on a regular basis so The Company cannot be responsible to the Customer, the Client and Purchaser for any change in the information contained in the Report after the date on which the Report was first produced and sent to the Customer.
  - 2.2 The Report does not give details about the actual state or condition of the Property nor should it be used or taken to indicate or exclude actual suitability or unsuitability of the Property for any particular purpose, or relied upon for determining saleability or value, or used as a substitute for any physical investigation or inspection. Further advice and information from appropriate experts and professionals should always be obtained.
  - 2.3 The information contained in the Report is based upon the accuracy of the address and plan supplied to the Company.
  - 2.4 The Report provides information as to the location & connection of existing services and other information in relation to drainage and water enquiries and should not be relied on for any other purpose. The Report may contain opinions or general advice to the Customer, the Client and Purchaser which The Company cannot ensure that any such opinion or general advice is accurate, complete or valid and accepts no liability therefore.
  - 2.5 The position and depth of apparatus shown on any maps attached to the Report are approximate, and are furnished as a general guide only, and no warranty as to its correctness is given or implied. The exact positions and depths should be obtained by excavation trial holes and the maps must not be relied on in the event of excavation or other works made in the vicinity of The Company's apparatus.

### **Liability**

3. The Company shall not be liable to the Customer, the Client and Purchaser for any failure defect or non-performance of its obligations arising from any failure of or defect in any machine, processing system or transmission link or anything beyond The Company's reasonable control or the acts or omissions of any party for whom The Company are not responsible.
- 3.1 Where a report is requested for an address falling within a geographical area where two different Companies separately provide Water and Sewerage Services, then it shall be deemed that liability for the information given by either Company will remain with that Company in respect of the accuracy of the information supplied. A Company supplying information which has been provided to it by another Company for the purposes outlined in this agreement will therefore not be liable in any way for the accuracy of that information and will supply that information as agent for the Company from which the information was obtained.
- 3.2 The Report is produced for use in relation to individual domestic property transactions and cannot be used for commercial developments of domestic properties or commercial properties for intended occupation by third parties.
- 3.3 The Company shall accept liability for death or personal injury arising from its negligence but in any other case, the Company's liability for negligence shall be limited to £5000.00. Such liability will be met by the Company or its insurers and the Company has and will maintain an appropriate contract of insurance.

### **Copyright and Confidentiality**

4. The Customer, the Client and Purchaser acknowledge that the Report is confidential and is intended for the personal use of the Client and Purchaser. The copyright and any other intellectual property rights in the Report shall remain the property of The Company. No intellectual or other property rights are transferred or licensed to the Customer, the Client or the Purchaser except to the extent expressly provided.
  - 4.1 The Customer or Client is entitled to make copies of the Report but may only copy the Ordnance Survey mapping or data contained in the, or attached to the Report, if they have an appropriate licence from the originating source of that mapping or data.
  - 4.2 The Customer, the Client and Purchaser agree (in respect of both the original and any copies made) to respect and not to alter any trademark, copyright notice or other property marking which appears on the Report.
  - 4.3 The maps contained in the Report are protected by Crown Copyright and must not be used for any purpose outside the context of the Report.
  - 4.4 The Customer, the Client and Purchaser agree on a joint and several basis to indemnify The Company against any losses, costs, claims and damage suffered by The Company as a result of any breach by either of them of the terms of paragraphs 4.1 to 4.4 inclusive.

### **Payment**

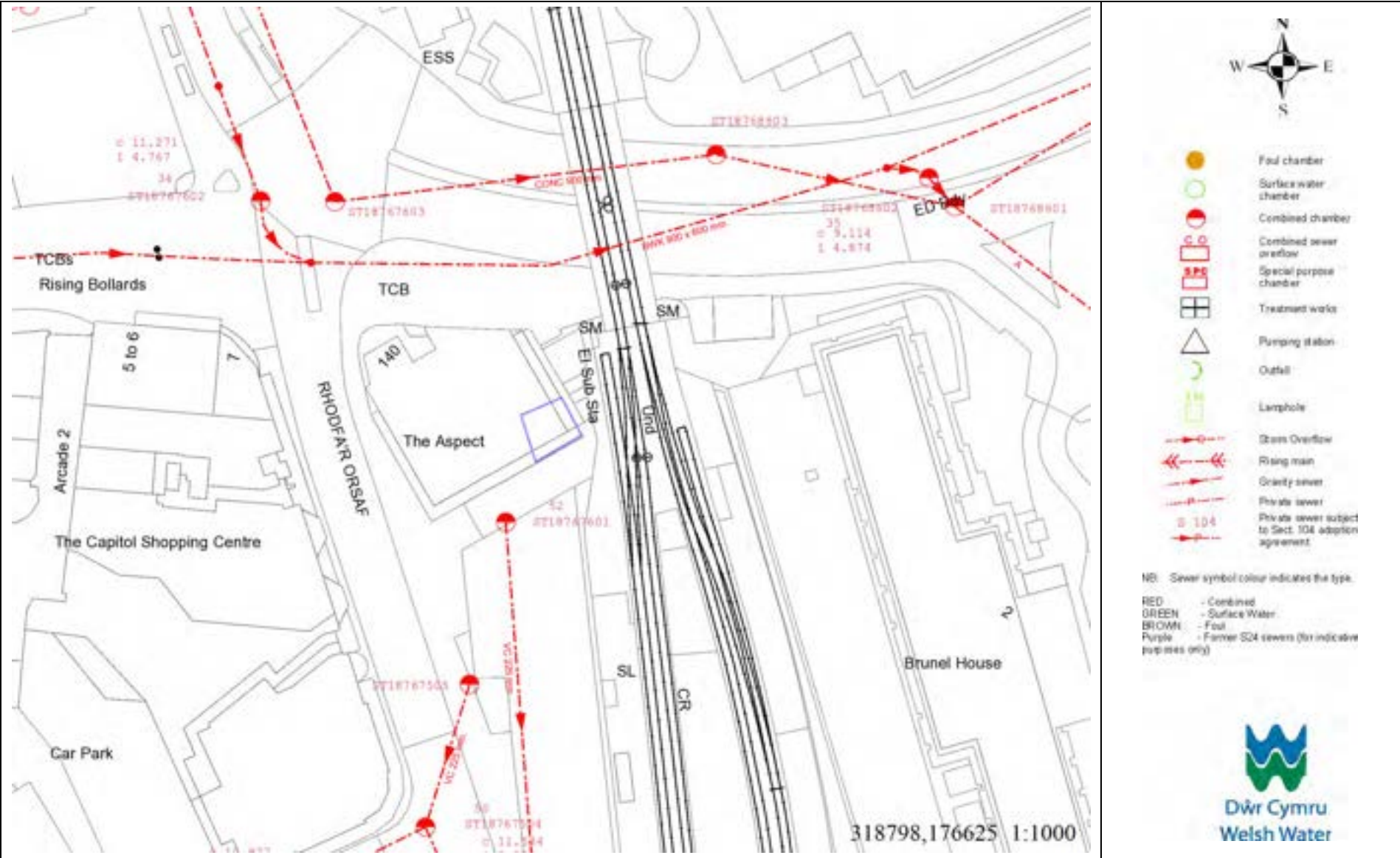
5. Unless otherwise stated all prices are inclusive of VAT. The Customer shall pay for the price of the Report specified by The Company, without any set off, deduction or counterclaim. Unless the Customer or Client has an account with The Company for payment for Reports, The Company must receive payments for Reports in full before the Report is produced. For Customers or Clients with accounts, payment terms will be as agreed with The Company.

### **General**

6. If any provision of these terms is or becomes invalid or unenforceable, it will be taken to be removed from the rest of these terms to the extent that it is invalid or unenforceable. No other provision of these terms shall be affected.

- 6.1 These terms shall be governed by English law and all parties submit to the exclusive jurisdiction of the English courts.
- 6.2 Nothing in these terms and conditions shall in any way restrict the Customer, the Clients or the Purchasers statutory or any other rights of access to the information contained in the Report.
- 6.3 We may disclose personal data you provide about yourself, or your clients, to other companies within our group in accordance with Data Protection Act 1998 and other applicable laws. We will analyse and utilise any information we collect so that we are able to correctly administer, develop and improve our business and services.
- 6.4 The terms and conditions may be enforced by the Customer, the Client and Purchaser.

Appendix 3 - Extract of the Public Sewer Map for the area surrounding the property/plot [09/07/2026]

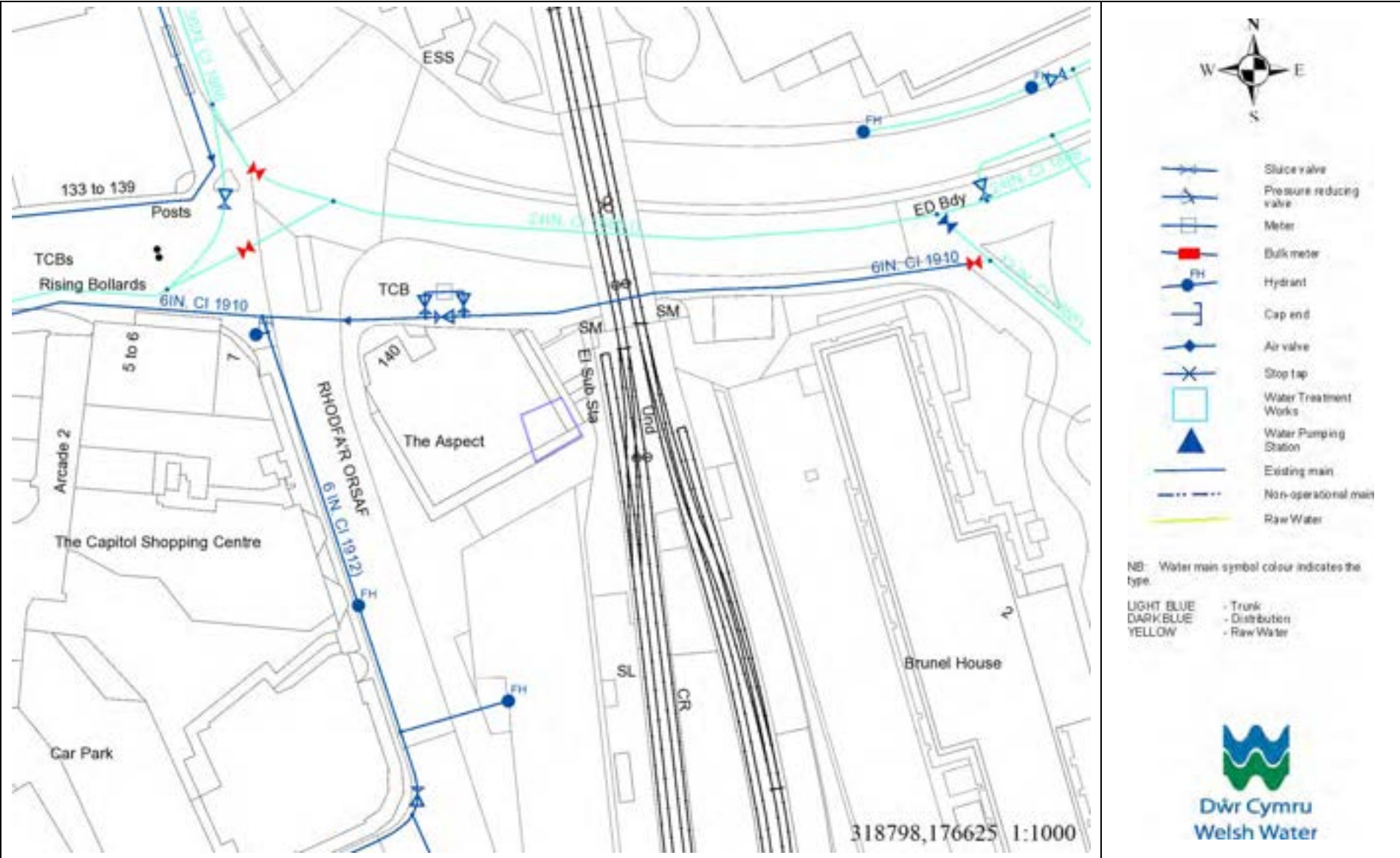


Dwr Cymru Cyf gives this information as to the position of its underground apparatus by way of general guidance only on the strict understanding that it is based on the best information available and no warranty as to its correctness is relied upon in the event of excavations or other works in vicinity of the Company's apparatus and any onus of locating the apparatus before carrying out any excavations rests entirely with you. It must be understood that the furnishing of information is entirely without prejudice to the provision of the New Roads and Street Works Act 1991 and of the Company's right to be compensated for any damage to its apparatus. Service pipes are not generally shown but their presence should be anticipated.

EXACT LOCATIONS OF ALL APPARATUS TO BE DETERMINED ON SITE.

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Appendix 4 - Extract of the Public Water Map for the area surrounding the property/plot [09/07/2026]



Dŵr Cymru Cyf gives this information as to the position of its underground apparatus by way of general guidance only on the strict understanding that it is based on the best information available and no warranty as to its correctness is relied upon in the event of excavations or other works in vicinity of the Company's apparatus and any onus of locating the apparatus before carrying out any excavations rests entirely with you. It must be understood that the furnishing of information is entirely without prejudice to the provision of the New Roads and Street Works Act 1991 and of the Company's right to be compensated for any damage to its apparatus. Service pipes are not generally shown but their presence should be anticipated.

EXACT LOCATIONS OF ALL APPARATUS TO BE DETERMINED ON SITE.

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## Appendix 5 – Additional Information

Additional information related to response for Question 23

**Drinking Water Compliance Summary for Cardiff Bay / Canton / Cathays (1089N52)**  
**From 1st January 2025 to 31st December 2025**  
**The population for this zone is 54145**

| Substance       | Samples Taken | Exceedances | Compliance % |
|-----------------|---------------|-------------|--------------|
| Total coliforms | 159           | 1           | 99.37        |

## **Appendix 6 – Residential Drainage & Water Search Complaint Procedure**

The Law Society endorses the use of a residential drainage and water enquiry on all occasions where a property is being sold. With our unique knowledge of the water industry, Dwr Cymru Welsh Water is best placed to identify any risks relating to the location and ownership of public water mains and sewers within our operational area, before property purchases are completed.

Should you wish to contact us about the service provided then our preferred method of dealing with your complaint is by telephone during office hours, Monday – Friday 09.00am – 4.30pm, tel no. 0800 917 2652. We will always aim to deal with your telephone complaint the first time you call us, however, if that isn't possible, we will advise you on how soon we can respond.

If you are not happy with our initial response, we will advise you to write to us at Dwr Cymru Welsh Water's Developer Services, P.O. Box 3146, Linea, Fortran Road, Cardiff, CF30 0EH or email us at [searches@dwrcymru.com](mailto:searches@dwrcymru.com) outlining the reasons for your complaint.

We will investigate and research the matter in detail and provide a written substantive response within 10 working days of receipt of your written complaint.

If you remain dissatisfied with the response you have received, or the way your complaint was handled, you can ask for a Director to carry out a formal review of your complaint. To do this, please contact Head of Customer Relations, Dwr Cymru Welsh Water, P.O. Box 3146, Linea, Fortran Road, Cardiff, CF30 0EH.

A response from a director will be sent within 10 working days. If we have fully reviewed your complaint and you remain dissatisfied, you can refer your complaint to the Consumer Council for Water. This is an independent body which represents customers' interests and investigates complaints. Their address is Consumer Council for Water Wales, Room 140 Caradog House, 1-6 St Andrews Place, Cardiff, CF10 3BE.

**The water quality data in this report is for the entire water quality zone and not for any individual property.**

## Search Details

Prepared for: Jacklyn Dawson Solicitors LLP  
Matter: RESS3573  
Client address: Equity Chamber, John Frost Square, Newport, NP20 1PW

Property:  
Flat 102 The Aspect, 140 Queen Street, Cardiff, CF10 2GP

**Local Authority:**  
Groundsure  
Nile House, Nile Street, Brighton, BN1 1HW

|                              |                               |
|------------------------------|-------------------------------|
| Date Returned:<br>17/06/2026 | Property type:<br>Residential |
|------------------------------|-------------------------------|

This search was compiled by the Data Supplier above and provided by InfoTrack Ltd - t: 0207 186 8090, e: [helpdesk@infotrack.co.uk](mailto:helpdesk@infotrack.co.uk). This search is subject to terms and conditions issued by InfoTrack which can be viewed at [www.infotrack.co.uk](http://www.infotrack.co.uk) or supplied on request. This search is also subject to terms and conditions issued by the Data Supplier, available on request. InfoTrack is registered with the Property Codes Compliance Board (PCCB) as subscribers to the Search Code. The PCCB independently monitors how registered firms maintain compliance with the Code. Visit [www.propertycodes.org.uk](http://www.propertycodes.org.uk) for more information.



Flat 102, The Aspect, 140, Queen Street,  
Cardiff, CF10 2GP



Reference:  
ITK0000121547247

Grid reference:  
318796 176625

Your reference:  
ITK0000121547247

Date:  
17 June 2026

Consultant's guidance and recommendations inside.



Customer Support  
[info@groundsure.com](mailto:info@groundsure.com)

## Professional opinion

### Key results

✓ No significant environmental risks have been identified

Please review all report content, as relevance may vary depending on a client's specific circumstances.



Contaminated land

Passed

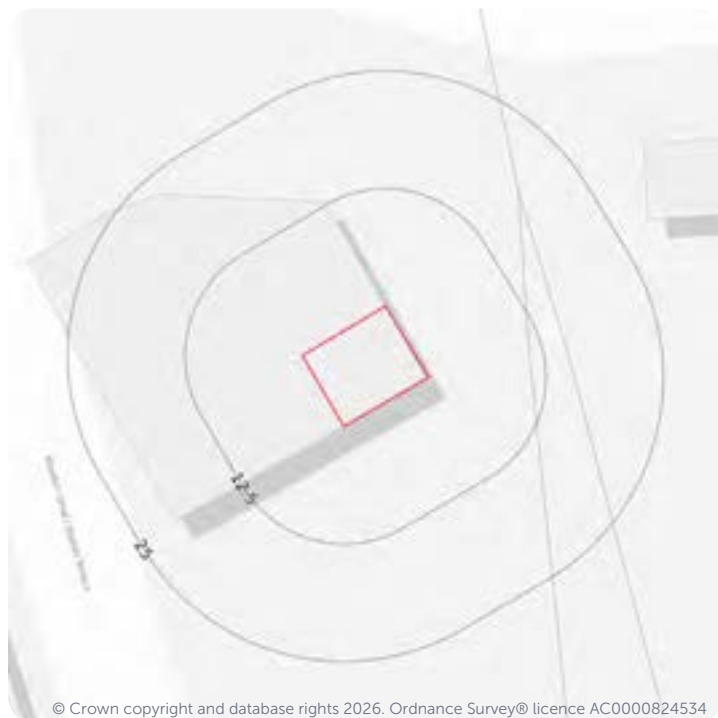
Page 2 →



Flooding

Low

Page 3 →



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## Other results

### Review recommendations



Ground stability

Not identified

Page 7 →



Radon

Passed

Page 8 →



Planning constraints

Identified

Page 10 →



Planning applications

Identified

Page 9 →



Energy

Identified

Page 11 →



Transportation

Identified

Page 12 →

A full assessment of these features is available in our [Planning report](#) and our [Energy & Transportation report](#). Contact Groundsure or your search provider for further details.

## ✓ Your site search is covered!

Need a more detailed breakdown of your screening results?

Homescreen runs initial screeners for Planning applications, Energy, and Transportation risks. To get a full data breakdown purchase one of our dedicated reports.

[Purchase dedicated report](#)

**Have any questions?** Please reach out to your search provider for more details on our report range.

**Contaminated land liability** 

Passed

No significant concerns have been identified as a result of the contaminated land searches.



Past land use

Passed

Waste and landfill

Passed

Current/recent land use

Passed

**Next steps**

Contaminated land liability

None required.

## Flooding ?

Low

Property's overall risk assessment for river, coastal, surface water and groundwater flooding is low.

### Section links

Building assessment → Groundwater →

### Risk to site

River and coastal flooding

Very Low

Surface water flooding

Negligible

Groundwater flooding

Moderate

→

Past flooding

Not identified

Flood storage areas

Not identified

### Risk to building(s)

Very Low

Negligible

Moderate

→

Not identified

Not identified

### FloodScore™ insurance rating

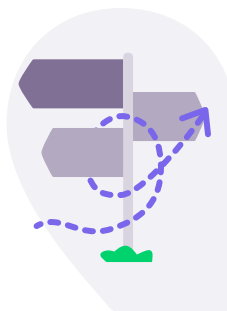
Compiled by Ambiental, a leading flood risk analysis company. [Click here](#) for details.

Very Low

## Next steps

### Groundwater Flooding

A risk of groundwater flooding has been identified at the site. This will be more of an issue for properties with a basement or other section below ground. Further guidance on groundwater flooding can be found at <https://knowledge.groundsure.com/factsheet-groundwater-flooding>



To save you time when assessing the report, we only provide maps and data tables of features within the search radius that we have identified to be of note. These relate to environmental risks that may have liability implications, affect insurance premiums, property values and/or a lender's willingness to lend.

You can view the fully comprehensive library of information we have searched on [page 13](#) →

Flooding

Building assessment ?

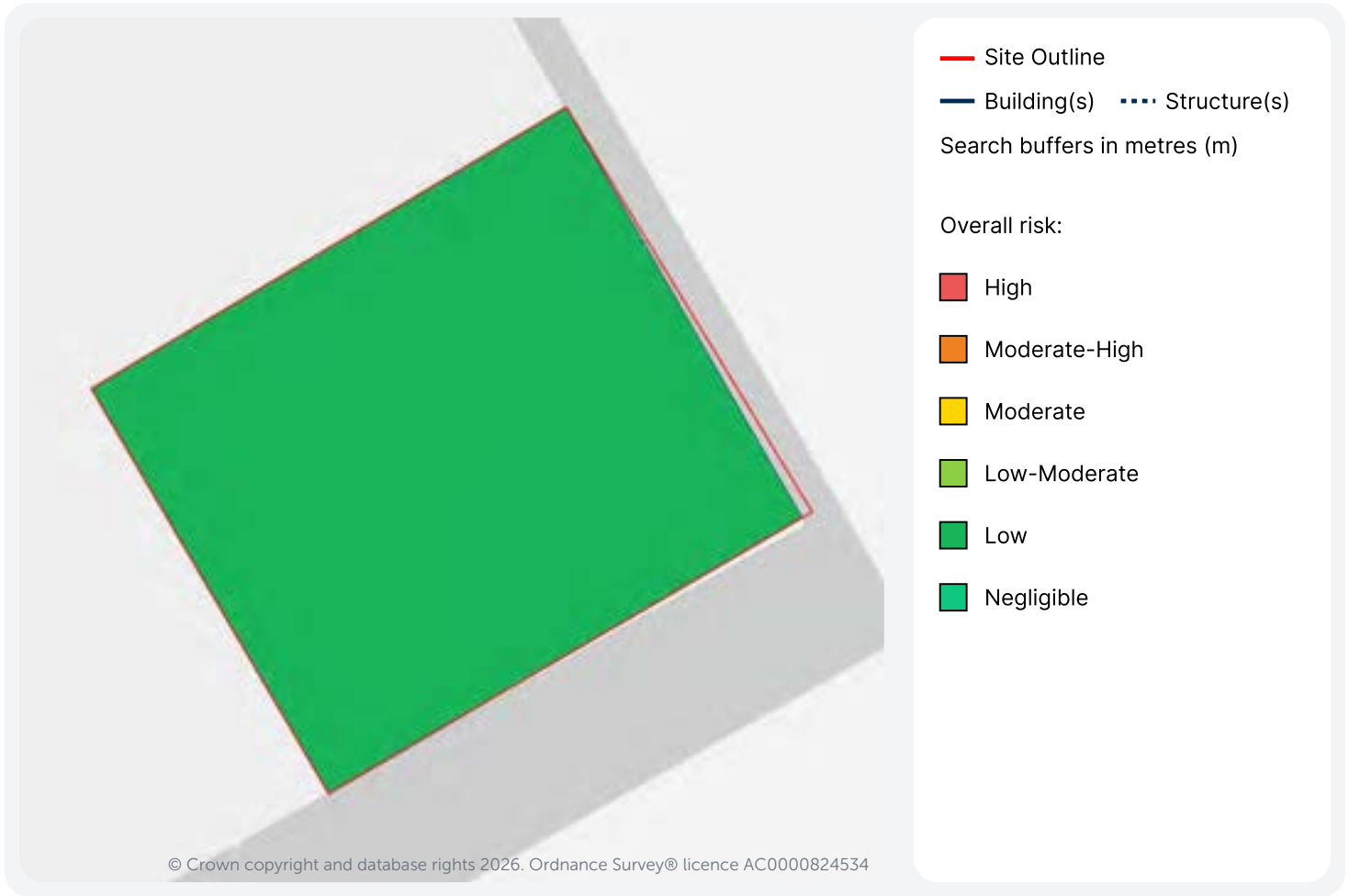
This section assesses individual buildings and structures on the site for flood risk based on all main flood sources including river, coastal, surface water, and groundwater. Risk levels shown below may differ from the overall site risk, particularly where terrain or drainage affects buildings differently.

Section links

Back to section summary →

Building assessment →

Groundwater →



Flood risk for each building (and other significant structures) at the site (those indicated on the map above) has been assessed using authoritative flood data alongside the Ordnance Survey® National Geographic Database. Further information on the limitations of this data and how it is collected can be found here <https://knowledge.groundsure.com/searches-flooding>.

This assessment considers data on river and coastal flooding, historical flood events, and flood defences provided by the Environment Agency / Natural Resources Wales, and surface water and groundwater flooding from Ambiental Risk Analytics. In Scotland, Ambiental Risk Analytics additionally provides the river and coastal flood models.

| Description / Location               | Overall risk | Rivers & coastal | Surface water | Groundwater | Historical flood (at location) | Flood defences (at location) |
|--------------------------------------|--------------|------------------|---------------|-------------|--------------------------------|------------------------------|
| Mixed Use Building<br>318797, 176625 | Low          | Very Low         | Negligible    | Moderate    | No                             | No                           |



Flooding

## Groundwater flooding ?

Moderate

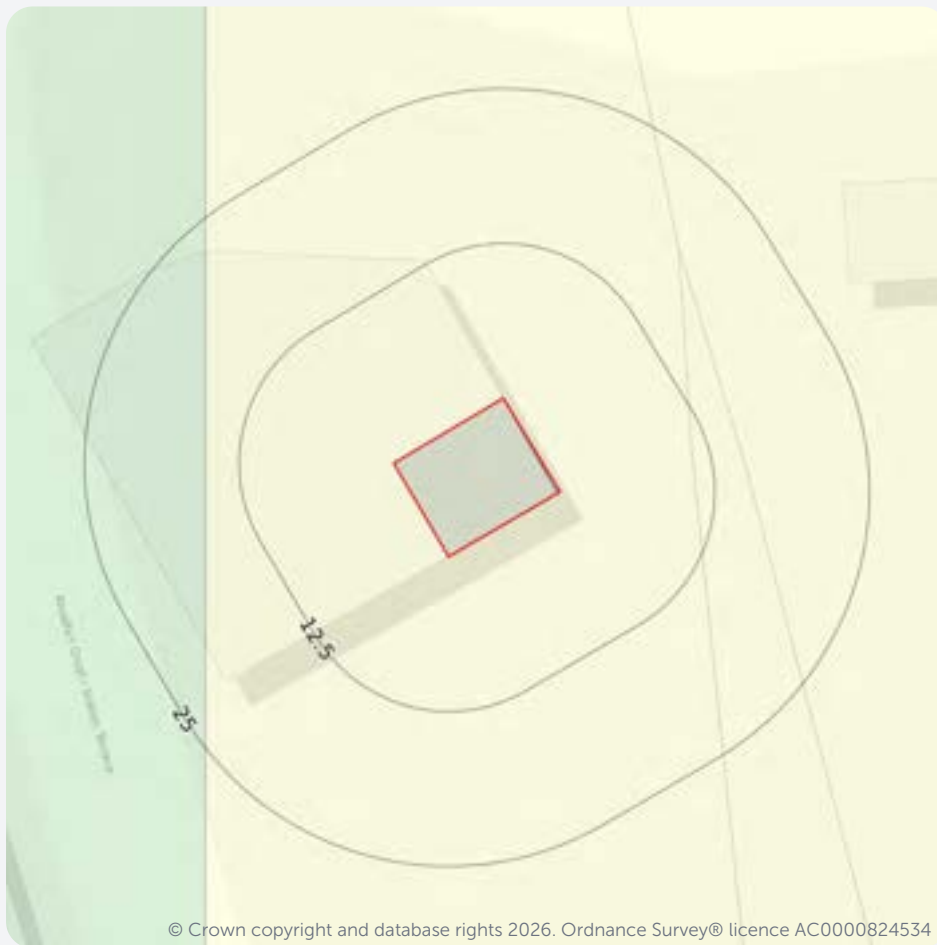
This section provides details of where there are flood risks originating from rising groundwater. It occurs as excess water emerges at the ground surface or within underground structures such as basements.

### Section links

[Back to section summary](#) →

[Building assessment](#) →

[Groundwater](#) →



— Site Outline ■ Main building

— Other building(s) .... Structure(s)

Search buffers in metres (m)

■ High

■ Moderate-High

■ Moderate

■ Low

■ Negligible

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## Risk of groundwater flooding to buildings(s)

Moderate

Groundwater flooding can happen when the water table beneath the ground rises to the surface after prolonged heavy rainfall. Our assessment of this risk indicates that there is a moderate risk to the buildings and structures, particularly if there are any basements present. Please see the recommendations on [page 3](#) → for further information of what to do next.



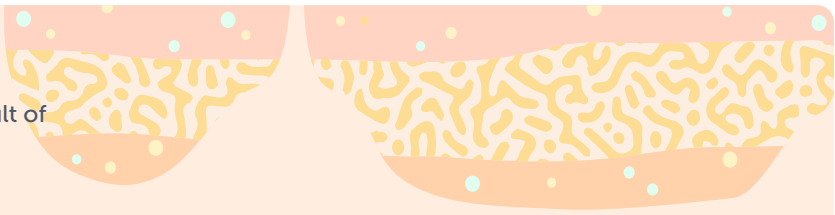
Ambiental data indicates that the property is in an area with a moderate risk of groundwater flooding. Should a 1 in 100-year groundwater flood event occur, groundwater levels may affect basement areas. Properties without basements are not considered to be at risk from this level of groundwater flooding.

Some of the responses contained in this report are based on data and information provided by the Natural Environment Research Council (NERC) or its component body British Geological Survey (BGS). Your use of any information contained in this report which is derived from or based upon such data and information is at your own risk. Neither NERC nor BGS gives any warranty, condition or representation as to the quality, accuracy or completeness of such information and all liability (including for negligence) arising from its use is excluded to the fullest extent permitted by law. Your use of the data/report/assessment constitutes your agreement to bring no claim against NERC or BGS in connection with it.

Ground stability 

**Not identified**

No significant concerns have been identified as a result of the ground stability searches. No action required.



Natural ground stability

**Negligible-Very low**

Non-natural ground stability

**Not identified**

Next steps

Ground stability

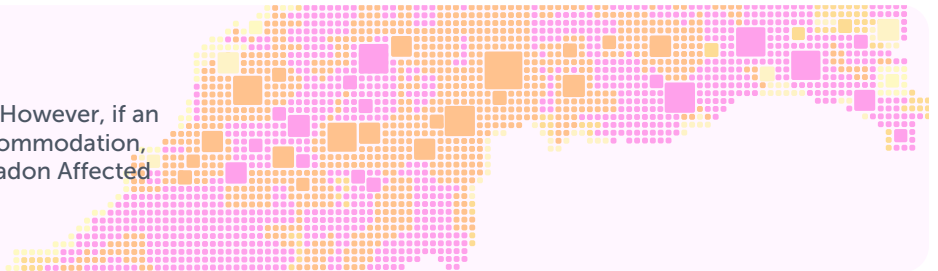
None required.



## Radon

Passed

Local levels of radon are considered normal. However, if an underground room makes up part of the accommodation, the property should be tested regardless of radon Affected Area status.



## Next steps

Radon

None required.



## Planning ?

Identified

Planning applications have been identified at or in proximity of the property. Protected areas have been identified within 50 metres of the property.

### Section links

Planning constraints →

## Planning applications

Using Local Authority planning information supplied and processed by Serac Tech dating back 7 years, this information is designed to help you understand possible changes to the area around the property.

Please note that even successful applications may not have been constructed and new applications for a site can be made if a previous one has failed. We advise that you use this information in conjunction with a visit to the property and seek further expert advice if you are concerned or considering development yourself.

78

Total applications

searched to 250m

This total includes mixed and commercial developments within 250m, large residential within 250m, medium residential within 75m, small residential within 50m and home improvement applications within 50m. If required, full details on these applications including a detailed location plan relative to the property are available when you purchase a Groundsure Planning Report via your preferred searches provider.

## Planning constraints

Protected areas have been identified within 50 metres of the property.

Environmental designations

Not identified

Visual and cultural designations

Identified →

## Next steps

Planning constraints

None required.

Planning

### Planning constraints

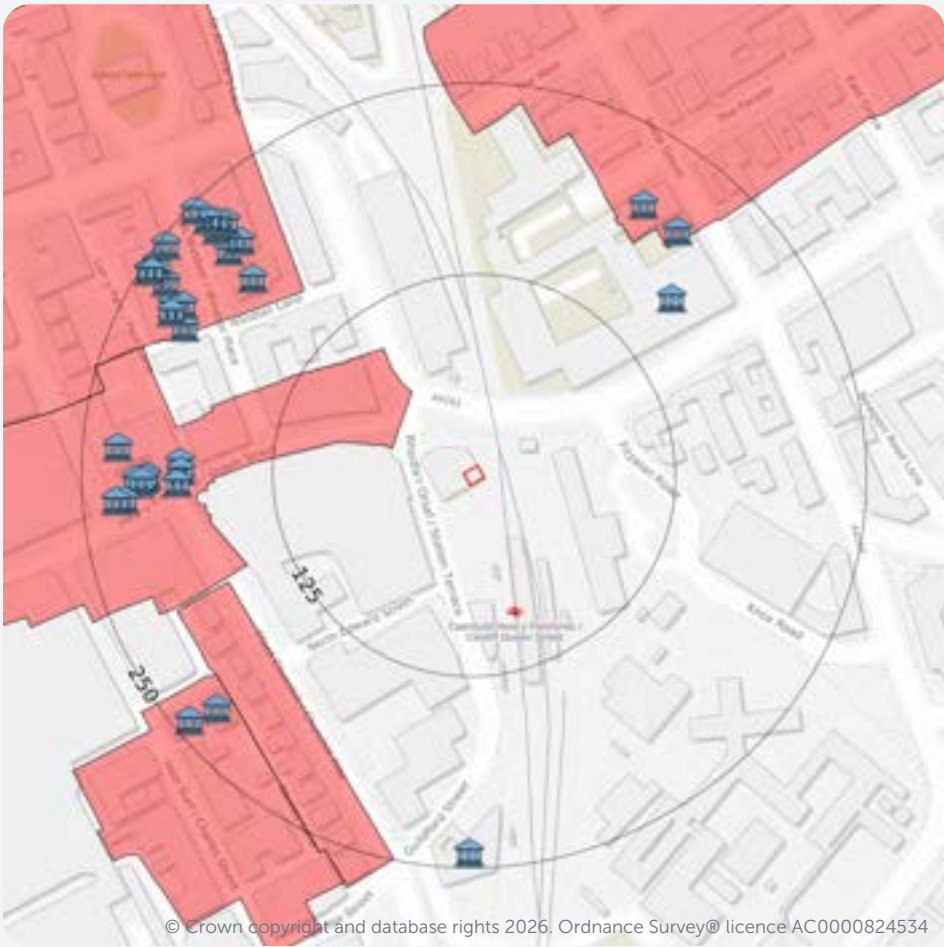
Identified

Protected areas have been identified within 50 metres of the property.

#### Section links

Back to section summary →

Planning constraints →



- Site Outline
- Search buffers in metres (m)
-  Listed buildings
-  Certificates of immunity from listing
-  Conservation areas
-  National Parks
-  Areas of Outstanding Natural Beauty
-  Registered parks and gardens
-  Scheduled Monuments
-  World Heritage Sites
-  Internationally important wetland sites (Ramsar Sites)
-  Designated Ancient Woodland
-  Sites of Special Scientific Interest
-  Green Belt
-  Local Nature Reserves
-  Special Areas of Conservation
-  National Nature Reserves
-  Special Protection Areas (for birds)

#### Conservation Areas

Conservation Areas exist to protect special architecture and historic interest in an area. It may mean that the property is located in or close to a beautiful or architecturally interesting place to live. There may be extra planning controls restricting some development. This particularly applies to developing the outside of the building and any trees at the property.

| Distance | Direction | Name         | District |
|----------|-----------|--------------|----------|
| 50 m     | W         | Queen Street | Cardiff  |

This data is sourced from Historic England and Local Authorities. For more information please see [cadw.gov.wales/historicenvironment/help-advice-and-grants/makingchanges/conservation/?lang=en](https://cadw.gov.wales/historicenvironment/help-advice-and-grants/makingchanges/conservation/?lang=en) .



## Energy ?

Identified

The property has been identified to lie within the search radius of one or more energy features detailed below.

## Oil and gas

No historical, active or planned wells or extraction areas have been identified near the property.

Oil and gas areas

Not identified

Oil and gas wells

Not identified

## Wind and solar

Our search of existing and planned renewable wind and solar infrastructure has identified results.

Planned multiple wind turbines

Identified

Planned single wind turbines

Identified

Existing wind turbines

Not identified

Proposed solar farms

Identified

Existing solar farms

Identified

## Energy Infrastructure

Our search of major energy transmission or generation infrastructure and nationally significant infrastructure projects has identified results.

Power stations

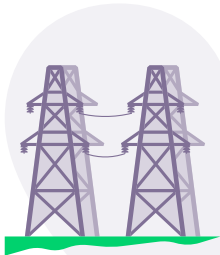
Identified

Energy infrastructure

Not identified

Projects

Identified



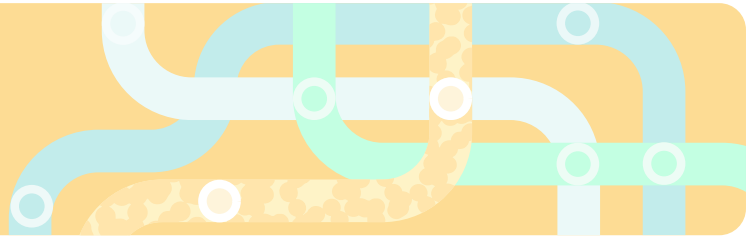
## Next steps

If required, full details on these energy features including a detailed location plan relative to the property are available when you purchase our [Energy and Transportation report](#) via your preferred searches provider.

## Transportation ?

Identified

The property has been identified to lie within the search radius of one or more transportation features detailed below.



## HS2

No results for Phase 1 or Phase 2 of the HS2 project (including the 2016 amendments) have been identified within 5km of the property. However, HS2 routes are still under consultation and exact alignments may change in the future.

Visual assessments are only provided by Groundsure if the property is within 2km of Phase 1 and 2a. Other assessments may be available from HS2.

HS2 route

Not identified

HS2 safeguarding

Not identified

HS2 stations

Not identified

HS2 depots

Not identified

HS2 noise

Not assessed

HS2 visual impact

Not assessed

## Crossrail

The property is not within 250 metres of the Crossrail 2 project.

Crossrail 2 route

Not identified

Crossrail 2 stations

Not identified

Crossrail 2 worksites

Not identified

Crossrail 2 safeguarding

Not identified

Crossrail 2 headhouse

Not identified

## Other railways

Our search indicates the property is within 250 metres of railways or railway stations, subway or DLR lines, active railways, historical railways or tunnels.

The Underground assessment includes London Underground, DLR, Tyne and Wear Metro, Merseyrail and Glasgow Subway.

Active railways and tunnels

Identified

Historical railways and tunnels

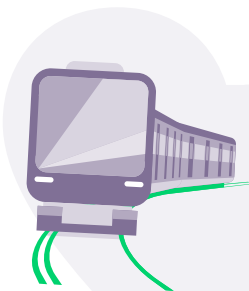
Identified

Railway and tube stations

Identified

Underground

Not identified



## Next steps

If required, full details on these transportation features including a detailed location plan relative to the property are available when you purchase our [Energy and Transportation report](#) via your preferred searches provider.

## Datasets searched

This is a full list of the data searched in this report. If we have found results of note we will state "Identified". If no results of note are found, we will state "Not identified". Our intelligent filtering will hide "Not identified" sections to speed up your workflow.

| Contaminated Land                                                     |                | Contaminated Land                                                 |                |
|-----------------------------------------------------------------------|----------------|-------------------------------------------------------------------|----------------|
| Former industrial land use (1:10,560 and 1:10,000 scale)              | Not identified | Pollution incidents                                               | Not identified |
| Former tanks                                                          | Not identified | Flooding                                                          |                |
| Former energy features                                                | Not identified | Risk of flooding from rivers and the sea                          | Not identified |
| Former petrol stations                                                | Not identified | Flood storage areas: part of floodplain                           | Not identified |
| Former garages                                                        | Not identified | Historical flood areas                                            | Not identified |
| Former military land                                                  | Not identified | Reduction in Risk of Flooding from Rivers and Sea due to Defences | Not identified |
| Former landfill (from Local Authority and historical mapping records) | Not identified | Flood defences                                                    | Not identified |
| Waste site no longer in use                                           | Not identified | Surface water flood risk                                          | Not identified |
| Active or recent landfill                                             | Not identified | Groundwater flooding                                              | Identified     |
| Former landfill (from Environment Agency Records)                     | Not identified | Natural ground subsidence                                         |                |
| Active or recent licensed waste sites                                 | Not identified | Natural ground subsidence                                         | Not identified |
| Recent industrial land uses                                           | Not identified | Natural geological cavities                                       | Not identified |
| National Geographic Database (NGD) - Current or recent tanks          | Not identified | Non-natural ground subsidence                                     |                |
| Current or recent petrol stations                                     | Not identified | Coal mining                                                       | Not identified |
| Hazardous substance storage/usage                                     | Not identified | Non-coal mining areas                                             | Not identified |
| Sites designated as Contaminated Land                                 | Not identified | Non-coal mining                                                   | Not identified |
| Historical licensed industrial activities                             | Not identified | Mining cavities                                                   | Not identified |
| Current or recent licensed industrial activities                      | Not identified | Infilled land                                                     | Not identified |
| Local Authority licensed pollutant release                            | Not identified | Cheshire Brine                                                    | Not identified |
| Pollutant release to surface waters                                   | Not identified | Radon                                                             |                |
| Pollutant release to public sewer                                     | Not identified | Radon                                                             | Not identified |
| Dangerous industrial substances (D.S.I. List 1)                       | Not identified | Planning constraints                                              |                |
| Dangerous industrial substances (D.S.I. List 2)                       | Not identified | Sites of Special Scientific Interest                              | Not identified |

Planning constraints

|                                                        |                |
|--------------------------------------------------------|----------------|
| Internationally important wetland sites (Ramsar Sites) | Not identified |
| Special Areas of Conservation                          | Not identified |
| Special Protection Areas (for birds)                   | Not identified |
| National Nature Reserves                               | Not identified |
| Local Nature Reserves                                  | Not identified |
| Designated Ancient Woodland                            | Not identified |
| Green Belt                                             | Not identified |
| World Heritage Sites                                   | Not identified |
| Areas of Outstanding Natural Beauty                    | Not identified |
| National Parks                                         | Not identified |
| Conservation Areas                                     | Identified     |
| Listed Buildings                                       | Not identified |
| Certificates of Immunity from Listing                  | Not identified |
| Scheduled Monuments                                    | Not identified |
| Registered Parks and Gardens                           | Not identified |



## Methodologies and limitations

Groundsure's methodologies and limitations are available here: [knowledge.groundsure.com/methodologies-and-limitations](https://knowledge.groundsure.com/methodologies-and-limitations) 

## Data providers

Groundsure works with respected data providers to bring you the most relevant and accurate information in your Homescreen report. To find out who they are and their areas of expertise see [www.groundsure.com/sources-reference](https://www.groundsure.com/sources-reference) 

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### IMPORTANT CONSUMER PROTECTION INFORMATION

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- a small business (or group of companies) with an annual turnover of less than £3 million;
- a charity with an annual income of less than £3 million;
- a Trust with a net asset value of less than £3 million.

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If you have a query or complaint about your search, you should raise it directly with the search firm, and if appropriate ask for any complaint to be considered under their formal internal complaints procedure.

If you remain dissatisfied with the firm's final response, after your complaint has been formally considered, or if the firm has exceeded the response timescales, you may refer your complaint for consideration under The Property Ombudsman scheme (TPOs). The Ombudsman can award up to £5,000 to you if the Ombudsman finds that you have suffered actual financial loss and/or aggravation, distress or inconvenience as a result of your search provider failing to keep to the Standards.

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### COMPLAINTS PROCEDURE: If you want to make a complaint, we will:

- acknowledge it within 5 working days of receipt
- normally deal with it fully and provide a final response, in writing, within 20 working days of receipt
- liaise, at your request, with anyone acting formally on your behalf

Complaints should be sent to:

Operations Director, Groundsure Ltd, Nile House, Nile Street, Brighton, BN1 1HW. Tel: 01273 257 755.

Email: [info@groundsure.com](mailto:info@groundsure.com) 

If you are not satisfied with our final response, or if we exceed the response timescales, you may refer the complaint to The Property Ombudsman scheme (TPOs): Tel: 01722 333306, E-mail: [admin@tpos.co.uk](mailto:admin@tpos.co.uk) 

We will co-operate fully with the Ombudsman during an investigation and comply with their final decision.

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# Energy performance certificate (EPC)

Flat 102  
140 Queen Street  
CARDIFF  
CF10 2GP

Energy rating

C

Valid until:

11 September 2034

Certificate number:

9827-3041-0201-0664-8200

Property type

Mid-floor flat

Total floor area

59 square metres

## Rules on letting this property

Properties can be let if they have an energy rating from A to E.

You can read [guidance for landlords on the regulations and exemptions \(https://www.gov.uk/guidance/domestic-private-rented-property-minimum-energy-efficiency-standard-landlord-guidance\)](https://www.gov.uk/guidance/domestic-private-rented-property-minimum-energy-efficiency-standard-landlord-guidance).

## Energy rating and score

This property's energy rating is C. It has the potential to be B.

[See how to improve this property's energy efficiency.](#)

The graph shows this property's current and potential energy rating.

**Properties get a rating from A (best) to G (worst) and a score.** The better the rating and score, the lower your energy bills are likely to be.

For properties in England and Wales:

the average energy rating is D  
the average energy score is 60

| Score | Energy rating | Current | Potential |
|-------|---------------|---------|-----------|
| 92+   | A             |         |           |
| 81-91 | B             |         | 84 B      |
| 69-80 | C             | 71 C    |           |
| 55-68 | D             |         |           |
| 39-54 | E             |         |           |
| 21-38 | F             |         |           |
| 1-20  | G             |         |           |

# Breakdown of property’s energy performance

## Features in this property

Features get a rating from very good to very poor, based on how energy efficient they are. Ratings are not based on how well features work or their condition.

Assumed ratings are based on the property’s age and type. They are used for features the assessor could not inspect.

| Feature              | Description                                 | Rating    |
|----------------------|---------------------------------------------|-----------|
| Wall                 | System built, as built, insulated (assumed) | Good      |
| Window               | Fully double glazed                         | Average   |
| Main heating         | Room heaters, electric                      | Very poor |
| Main heating control | Programmer and appliance thermostats        | Good      |
| Hot water            | Electric immersion, standard tariff         | Very poor |
| Lighting             | Low energy lighting in 22% of fixed outlets | Poor      |
| Roof                 | (another dwelling above)                    | N/A       |
| Floor                | (another dwelling below)                    | N/A       |
| Secondary heating    | None                                        | N/A       |

## Primary energy use

The primary energy use for this property per year is 181 kilowatt hours per square metre (kWh/m2).

---

## How this affects your energy bills

An average household would need to spend **£996 per year on heating, hot water and lighting** in this property. These costs usually make up the majority of your energy bills.

You could **save £399 per year** if you complete the suggested steps for improving this property’s energy rating.

This is **based on average costs in 2024** when this EPC was created. People living at the property may use different amounts of energy for heating, hot water and lighting.

---

## Heating this property

Estimated energy needed in this property is:

- 1,132 kWh per year for heating
- 1,816 kWh per year for hot water

## Impact on the environment

This property's environmental impact rating is C. It has the potential to be C.

Properties get a rating from A (best) to G (worst) on how much carbon dioxide (CO<sub>2</sub>) they produce each year.

### Carbon emissions

An average household produces 6 tonnes of CO<sub>2</sub>

---

This property produces 1.8 tonnes of CO<sub>2</sub>

This property's potential production 1.8 tonnes of CO<sub>2</sub>

---

You could improve this property's CO<sub>2</sub> emissions by making the suggested changes. This will help to protect the environment.

These ratings are based on assumptions about average occupancy and energy use. People living at the property may use different amounts of energy.

---

## Steps you could take to save energy

| Step                                   | Typical installation cost | Typical yearly saving |
|----------------------------------------|---------------------------|-----------------------|
| 1. Low energy lighting                 | £35                       | £42                   |
| 2. High heat retention storage heaters | £1,200 - £1,800           | £357                  |

### Advice on making energy saving improvements

[Get detailed recommendations and cost estimates \(www.gov.uk/improve-energy-efficiency\)](http://www.gov.uk/improve-energy-efficiency)

[Speak to an advisor from Nest \(www.gov.wales/get-help-energy-efficiency-your-home-nest\)](http://www.gov.wales/get-help-energy-efficiency-your-home-nest)

### Help paying for energy saving improvements

You may be eligible for help with the cost of improvements:

- Heat pumps and biomass boilers: [Boiler Upgrade Scheme \(www.gov.uk/apply-boiler-upgrade-scheme\)](http://www.gov.uk/apply-boiler-upgrade-scheme)
-

# Who to contact about this certificate

## Contacting the assessor

If you're unhappy about your property's energy assessment or certificate, you can complain to the assessor who created it.

|                 |                                                                                              |
|-----------------|----------------------------------------------------------------------------------------------|
| Assessor's name | Liam Hughes                                                                                  |
| Telephone       | 01495 234 300                                                                                |
| Email           | <a href="mailto:epcquery@vibrantenergymatters.co.uk">epcquery@vibrantenergymatters.co.uk</a> |

## Contacting the accreditation scheme

If you're still unhappy after contacting the assessor, you should contact the assessor's accreditation scheme.

|                      |                                                                                    |
|----------------------|------------------------------------------------------------------------------------|
| Accreditation scheme | Elmhurst Energy Systems Ltd                                                        |
| Assessor's ID        | EES/026050                                                                         |
| Telephone            | 01455 883 250                                                                      |
| Email                | <a href="mailto:enquiries@elmhurstenergy.co.uk">enquiries@elmhurstenergy.co.uk</a> |

## About this assessment

|                        |                       |
|------------------------|-----------------------|
| Assessor's declaration | No related party      |
| Date of assessment     | 12 September 2024     |
| Date of certificate    | 12 September 2024     |
| Type of assessment     | <a href="#">RdSAP</a> |

