

**TERMINAL SCHEDULE OF DILAPIDATIONS
AND WANTS OF REPAIR
FOUND TO HAVE ACCRUED
AT THE PROPERTY KNOWN AS
THE BEEHIVE, DOWELL STREET
HONITON
EX14 1LZ**

In relation to the Lease made the 9th December 2015 between Honiton Town Council and Honiton Community Complex.



Whitton and Laing
Chartered Surveyors
20 Queen Street
EXETER
Devon
EX4 3SN

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APPENDIX A – Plans

1.0 PREAMBLE

1.1 INSTRUCTIONS

- 1.1.1 This Dilapidations Schedule has been prepared by Whitton and Laing on the instructions of _____ on behalf of Honiton Town Council.

1.2 DOCUMENTATION

- 1.2.1 The documents provided and utilised in the compilation of this Schedule of Dilapidations are set out below:

- The Lease made 9th December 2015
- Deed of variation made 30th March 2021

1.3 DATE OF INSPECTION

- 1.3.1 The property was inspected on 15th January 2024

1.4 INSPECTING SURVEYOR

- 1.4.1 The inspection was carried out by Martyn Burnett BSc (Hons) MRICS and Alexander Ellis BSc (Hons) of Whitton and Laing Chartered Surveyors.

1.5 WEATHER ON DAY OF INSPECTION

- 1.5.1 The weather on the day of inspection was partially overcast, cold and dry.

1.6 BRIEF DESCRIPTION OF THE BUILDING

- 1.6.1 The property comprises a detached commercial unit built in 2014 over 2 storeys with a powder coated metal intersecting hip roof featuring glazed gable ended hips (also metal), and a lower combination style roof for the ground floor which extends further than the first floor, and uPVC rainwater goods. The windows are double glazed and the elevations are rendered brick & block. The building features a large two storey theatre space to the North West end, with a café & bar to the South East end and offices/ workspaces throughout. The accommodation comprises:

Ground floor – approximately 9300 sq ft.

First floor – approximately 6300 sq ft (including area taken up by the theatre)

1.7 ORIENTATION

- 1.7.1 Directions within this report are given whilst standing in the on the North East side (lobby).

1.8 SCOPE AND LIMITATIONS OF THE INSPECTION

- 1.8.1 This document was prepared following a visual inspection and record of the exterior and interior of the premises to identify the Wants of Repair and Maintenance under the terms of the Lease. The document is not prepared as a full Schedule of Condition, Building or Structural Survey, and should not be used as such.
- 1.8.2 At the time of our inspection the property was occupied and parts were obscured by the tenant's various fixtures and fittings. Further wants of repair may be identified upon re-inspection once the premises are vacant. The attached schedule does not reflect deterioration or damage to the property subsequent to the date of inspection.

- 1.8.3 It was not possible to inspect woodwork or any other parts of the structure which were covered, unexposed or inaccessible. It is not therefore possible to accept any liability in respect of any defects which may subsequently become apparent including, but not limited to, timber defects of any nature, beetle infestation, vermin, insects, defects in constituents of concrete, the positioning of reinforcement, the extent of bearings, ties or fixings or any defects of a similar nature.
- 1.8.4 The Schedule has been prepared following a visual inspection only. No tests have been carried out, or investigations made as to the adequacy of any service installations.
- 1.8.5 The schedule is not necessarily exhaustive and should any further items of repair or replacement be found necessary following vacation of the premises by the tenant, or during the execution of the itemised remedial works, for which the tenant is liable, then these should also be carried out. The landlord reserves the right to prepare and serve further Schedules of Dilapidations as necessary.

1.9 STANDARDS OF WORKMANSHIP AND MATERIALS

- 1.9.1 This schedule is not a specification of works and prior to the preparation of any precise specification for the execution of works, it will be necessary to assess the full scope and, therefore, description of the works.
- 1.9.2 The repairs are to be carried out employing identical materials to those used in the original structure, or where such materials are no longer available, the best quality available to the relevant British Standards specifications. All workmanship is to be of best quality, except where otherwise described, conforming to the relevant British Standard or Codes of Practice. All paint colours and surface finishes are to be with the prior approval of the landlord.
- 1.9.3 Dilapidation items are not necessarily specified in working sequence.
- 1.9.4 All works are to be carried out in accordance with the requirements of any statutes or public or local authority.

1.10 COSTS

- 1.10.1 The estimates of costs included in the schedule are based on the assumption that a fixed price contract is placed with a Main Contractor following receipt of competitive tenders on a day one basis. Costs assigned in Section 4 of the schedule exclude the following:
- Contractor's preliminaries, overheads and profit
 - Professional fees
 - Landlord's costs (if applicable)
 - VAT
 - Increased construction costs for tenders received beyond the day one basis.
- 1.10.2 Where appropriate, these additional costs are clarified in the Schedule of Claim. The estimated cost of individual items within the schedule should not be used in isolation as they may vary if not forming part of the overall works.

2.0 CLAIM

- 2.1 There are various covenants contained within the lease which are breached and works are required to rectify those breaches and wants of repair detailed within the Schedule of Dilapidations.
- 2.2 As such the Landlord requires that the works are undertaken in accordance with the remedies detailed within the Schedule of Dilapidations or that the costs which have been quantified for the works and other particulars of the Landlord's claim are paid at expiration of the lease to rectify the said breaches of covenant. For avoidance of doubt, the Tenant loses the right to carry out the works once the term has expired.
- 2.3 The Landlord's claim for breach of covenant under the lease is for the sum of **redacted**.

Full details of the claim are provided in Section 5 (professional fees and loss of rent are excluded from this figure). The landlord reserves the right to claim the additional costs when known as listed in the table at the end of the schedule.

- 2.4 An electronic/email copy of this Schedule of Dilapidations is available from Whitton & Laing. Upon receipt of this Schedule of Dilapidations the Tenant or their appointed surveyor should respond using this schedule in the relevant columns to enable the landlord to understand clearly the tenant's views on each item of the claim.

3.0 DETAILS OF THE LEASE

Address of property	The Beehive, Dowell Street, Honiton EX14 1LZ
Parties to the Lease:	
Landlord	HONITON TOWN COUNCIL of The Beehive, Dowell Street, Honiton EX14 1LZ
Tenant	HONITON COMMUNITY COMPLEX, Co No 08409289, Charity No 1162412 at The Beehive, Dowell Street, Honiton EX14 1LZ
Date of Lease	9 th December 2015
Deed of variation	30 th March 2021
Lease Commencement Date	11 th September 2015
Lease Expiry Date	10 th September 2025
The Demised Property	Ground & First Floor except Rooms 1, 2, 3 at The Beehive, Dowell Street, Honiton EX14 1LZ, including the car park

3.1 SYNOPSIS OF TENANT'S LEASE COVENANTS SPECIFIC TO LEASE CLAUSE NUMBERS

From the lease (this list is not exhaustive – refer to the lease) extract of relevant lease clauses include;

9 Utilities

- 9.1 The Tenant shall pay all costs in connection with the supply and removal of electricity, gas, water, sewage, telecommunications, data and other services and utilities to or from the Property.
- 9.2 If any of those costs are payable in relation to the Property together with other property, the Tenant shall pay a fair proportion of all those costs.
- 9.3 The Tenant shall comply with all laws and with any recommendations of the relevant suppliers relating to the use of those services and utilities.

20 Repairs

- 20.1 The Tenant shall keep the Property clean and tidy and in good repair and condition and shall ensure that any Service Media within and exclusively serving the Property is kept in good working order.
- 20.2 The Tenant shall not be liable to repair the Property to the extent that any disrepair has been caused by:
- 20.2.1 an Insured Risk, unless and to the extent that:
- (a) the policy of insurance of the Property has been vitiated or any insurance proceeds withheld in consequence of any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any person on the Property with the actual or implied authority of any of them; or
 - (b) the insurance cover in relation to that disrepair is excluded, limited, is unavailable or has not been extended, as mentioned in clause 7.2;
- 20.2.2 a defect, snagging matter or fault which can be rectified by third parties pursuant to clause 35 (Defects Liability) or 36 (Enforcement of Collateral Warranties) of this lease.

21 Decoration

- 21.1 The Tenant shall decorate the outside and the inside of the Property as often as is reasonably necessary.
- 21.2 All decoration shall be carried out in a good and proper manner using good quality materials that are appropriate to the Property and the Permitted Use and shall include all appropriate preparatory work.
- 21.3 All decoration carried out in the last three (3) months of the term shall also be carried out to the satisfaction of the Landlord and using materials, designs and colours approved by the Landlord.

22.2 The Tenant shall use its reasonable endeavours:

- (a) to repair, maintain and decorate the Property and the Bin Store;
- (b) to provide heating and ventilation to the internal areas of the Property during such periods of the year as the Tenant reasonably considers appropriate;
- (c) to provide electricity and water to the Property and the Offices;
- (d) to keep the Offices and the internal areas of the Property clean (and to employ cleaning Staff to clean the Property on a daily basis), and to clean the outside of the windows of the Building as often as the Tenant reasonably considers appropriate;
- (e) to keep the internal areas of the Property reasonably well lit;
- (f) to supply hot and cold water, soap, paper, towels and other supplies for the lavatories and washrooms in the Building;
- (g) to keep the lifts in reasonable working order;
- (h) to repair and maintain the Bin Store;
- (i) to provide reception Staff in the ground floor reception area during the Landlord's normal office hours (and such other hours as are reasonably required by the Landlord and agreed between the parties from time to time);
- (j) to provide security Staff during such hours as shall be agreed from time to time between the Landlord and the Tenant; and
- (k) to provide and keep the Property equipped with all the fire and intrusion protection items referred to in clause 28.8 and to maintain the same as required by that clause.

24 Alterations

- 24.1 The Tenant shall not make any external or structural alteration or addition to the Property and shall not make any opening in any boundary structure of the Property without the consent of the Landlord Provided That the Tenant may make Improvements with the Landlord's consent which shall not be unreasonably withheld or delayed where the Landlord's Neighbouring Property will not be adversely affected and the value of the Property (or the Landlord's reversionary interest in the same) will not be diminished.
- 24.2 The Tenant shall not install any Service Media on the exterior of the Property nor alter the route of any Service Media at the Property without the consent of the Landlord, such consent not to be unreasonably withheld or delayed to Improvements.
- 24.3 The Tenant shall not make any internal, non-structural alteration to the Property without the consent of the Landlord, such consent not to be unreasonably withheld or delayed.

25 Signs

- 25.1 In this clause Signs include signs, fascia, placards, boards, posters and advertisements.
- 25.2 The Tenant shall not attach any Signs to the exterior of the Property or display any inside the Property so as to be seen from the outside except with the consent of the Landlord, such consent not to be unreasonably withheld or delayed.
- 25.3 Before the end of the term, the Tenant shall if so required by the Landlord remove any Signs placed by it at the Property and shall make good any damage caused to the Property by that removal.
- 25.4 The Landlord confirms its consent to the Tenant's signage at the Property at the date of this lease for the purposes of clause 25.2 above
- 25.5 The Tenant shall allow the Landlord during the last six months of the term (howsoever determined) to fix to and keep at the Property any sale or re-letting board as the Landlord reasonably requires.

26 Returning the Property to the Landlord

- 26.1 At the end of the term the Tenant shall return the Property to the Landlord with vacant possession and in the repair and condition required by this lease.
- 26.2 If the Landlord gives the Tenant notice, the Tenant shall remove items it has fixed to the Property, remove any alterations it has made to the Property (where required by the Landlord) and make good any damage caused to the Property by that removal.
- 26.3 At the end of the term, the Tenant shall remove from the Property all chattels belonging to or used by it.
- 26.4 The Tenant irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels or items it has fixed to the Property (not being Chattels as defined in this lease) and which have been left by the Tenant on the Property for more than ten (10) working days after the end of the term. The Landlord shall not be liable to the Tenant by reason of that storage or disposal. The Tenant shall indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.
- 26.5 If the Tenant does not comply with its obligations in this clause, then, without prejudice to any other right or remedy of the Landlord, the Tenant shall pay the Landlord an amount equal to the Annual Rent at the rate reserved immediately before the end of the term for the period that it would reasonably take to put the Property into the condition it would have been in had the Tenant performed its obligations under this clause. The amount shall be a debt due on demand from the Tenant to the Landlord.
- 26.6 Where the Tenant has made (with the Landlord's consent or approval where required) any Improvements to the Building or has rectified any Inherent Defects it shall not be required to remove the Improvements nor to reinstate the Inherent Defects under this clause 26 nor to reinstate the Building to its state at the commencement of this lease notwithstanding any of the tenant covenants contained in this lease.

28 Compliance with laws

28.1 The Tenant shall comply with all laws relating to:

- (a) the Property and the occupation and use of the Property by the Tenant;
- (b) the use or operation of all Service Media and machinery and equipment at or serving the Property whether or not used or operated, and shall, where necessary, replace or convert such Service Media within or exclusively serving the Property so that it is capable of lawful use or operation;
- (c) any works carried out at the Property; and
- (d) all materials kept at or disposed from the Property.

28.2 Without prejudice to any obligation on the Tenant to obtain any consent or approval under this lease, the Tenant shall carry out all works that are required under any law to be carried out at the Property whether by the owner or the occupier.

28.3 Within five (5) working days after receipt of any notice or other communication affecting the Property (and whether or not served pursuant to any law) the Tenant shall:

- (a) send a copy of the relevant document to the Landlord; and
- (b) take all steps necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may require.

28.4 The Tenant shall not apply for any planning permission for the Property without the Landlord's consent.

28.5 The Tenant shall comply with its obligations under the CDM Regulations, including all requirements in relation to the provision and maintenance of a health and safety file. The Tenant shall maintain the health and safety file for the Property in accordance with the CDM Regulations and shall give it to the Landlord at the end of the term.

28.6 The Tenant shall supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations.

28.7 As soon as the Tenant becomes aware of any defect in the Property, it shall give the Landlord notice of it. The Tenant shall indemnify the Landlord against any liability under the Defective Premises Act 1972 in relation to the Property by reason of any failure of the Tenant to comply with any of the tenant covenants in this lease.

28.8 The Tenant shall keep the Property equipped with all fire prevention, detection and fighting machinery and equipment and fire and intruder alarms which are required under all relevant laws or required by the insurers of the Property or reasonably recommended by them or reasonably required by the Landlord and shall keep that machinery, equipment and alarms properly maintained and available for inspection.

30 Breach of repair and maintenance obligation

- 30.1 The Landlord may enter the Property to inspect its condition and state of repair and may give the Tenant a notice of any breach of any of the tenant covenants in this lease relating to the condition or repair of the Property.
- 30.2 If the Tenant has not begun any works needed to remedy that breach within two (2) months following that notice (or if works are required as a matter of emergency, then immediately) or if the Tenant is not carrying out the works with all reasonable speed having due regard to the circumstances, then the Landlord may enter the Property and carry out the works needed.
- 30.3 The costs incurred by the Landlord in carrying out any works pursuant to this clause (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on demand.
- 30.4 Any action taken by the Landlord pursuant to this clause shall be without prejudice to the Landlord's other rights, including those under clause 33.

31 Indemnity

The Tenant shall keep the Landlord indemnified against all liabilities, expenses, costs (including but not limited to any solicitors' or other professionals' costs and expenses), claims, damages and losses (including but not limited to any diminution in the value of the Landlord's interest in the Property and loss of amenity of the Property) suffered or incurred by the Landlord arising out of or in connection with any breach of any tenant covenants in

4.0 SCHEDULE OF DILAPIDATIONS

PROPERTY: The Beehive, Dowell Street, Honiton EX14 1LZ

Date: 5th February 2024

REF	LOCATION	Lease Clause	BREACH	REMEDIAL WORK	Tenant's comments on breach	Tenant's comments on remedial works	Landlord's View on Costs (£)	Tenant's View on Costs
1.0 EXTERNAL								
North East Elevation								
1.1	Roof coverings	20.1, 21.1-3, 22.2 (a), 26.1	Dirty & Soiled	Access & Clean				
1.2	Rainwater goods	20.1, 21.1-3, 22.2 (a), 26.1	Dirty & Soiled	Access & Clean				
1.3	Walls	20.1, 21.1-3, 22.2 (a), 26.1	Dirty & Soiled, minor damages	Clean & Redecorate				
1.4	Windows (Frames & Glazing)	20.1, 21.1-3, 22.2 (a), 26.1	Soiled glazing & frame	Clean				
EXTERNAL								
1.5	North East Retaining Wall	20.1, 21.1-3, 22.2 (a), 26.1	Dirty & Soiled	Clean & Redecorate				
South East Elevation								

REF	LOCATION	Lease Clause	BREACH	REMEDIAL WORK	Tenant's comments on breach	Tenant's comments on remedial works	Landlord's View on Costs (£)	Tenant's View on Costs
1.6	Roof covering	20.1, 21.1-3, 22.2 (a), 26.1	Dirty & Soiled	Access & Clean				
1.7	Rainwater goods	20.1, 21.1-3, 22.2 (a), 26.1	Dirty & Soiled	Access & Clean, remove vegetation				
1.8	Walls	20.1, 21.1-3, 22.2 (a), 26.1	Dirty & Soiled	Access & Clean, redecorate				
1.9	Windows (Frames & Glazing) + Door	20.1, 21.1-3, 22.2 (a), 26.1	Dirty & Soiled	Clean				
EXTERNAL								
1.10	South East Ramp	20.1, 21.1-3, 22.2 (a), 26.1	Damaged render	Repair the render				
1.11	South East Ramp	20.1, 21.1-3, 22.2 (a), 26.1	Dirty & Soiled	Clean & redecorate				
1.12	Tactile ramp paint	20.1, 21.1-3, 22.2 (a), 26.1	Disrepair	Repair, clean, paint				
1.13	Ramp railing paint	20.1, 21.1-3, 22.2 (a), 26.1	Disrepair	Clean & redecorate				

REF	LOCATION	Lease Clause	BREACH	REMEDIAL WORK	Tenant's comments on breach	Tenant's comments on remedial works	Landlord's View on Costs (£)	Tenant's View on Costs
1.14	Step nosings	20.1, 21.1-3, 22.2 (a), 26.1	Paint faded	Clean & redecorate				
GENERAL								
1.15	Concrete flagstones	20.1, 21.1-3, 22.2 (a), 26.1	Dirty & Soiled	Clean & remove vegetation				
South West Elevation								
1.16	Roof covering	20.1, 21.1-3, 22.2 (a), 26.1	Dirty & Soiled	Access & Clean				
1.17	Rainwater goods	20.1, 21.1-3, 22.2 (a), 26.1	Dirty & Soiled	Access & Clean, remove vegetation				
1.18	Walls	20.1, 21.1-3, 22.2 (a), 26.1	Dirty & Soiled	Clean & Redecorate + Clean cladding				
1.19	Windows & Doors	20.1, 21.1-3, 22.2 (a), 26.1	Dirty & Soiled	Clean				
GENERAL								
1.20	Carpark	20.1, 21.1-3, 22.2 (a), 26.1	Dirty & Soiled	Remove vegetation and clean				

REF	LOCATION	Lease Clause	BREACH	REMEDIAL WORK	Tenant's comments on breach	Tenant's comments on remedial works	Landlord's View on Costs (£)	Tenant's View on Costs
1.21	Carpark white & yellow lines	20.1, 21.1-3, 22.2 (a), 26.1	Soiled & in disrepair	Redecorate				
EXTERNAL								
1.22	Ramp render	20.1, 21.1-3, 22.2 (a), 26.1	Soiled & in disrepair	Clean and, render and redecorate				
North West Elevation								
1.23	Roof covering	20.1, 21.1-3, 22.2 (a), 26.1	Soile Dirty & Soiled	Clean				
1.24	Rainwater goods	20.1, 21.1-3, 22.2 (a), 26.1	Dirty & Soiled	Access & Clean, remove vegetation				
1.25	Walls	20.1, 21.1-3, 22.2 (a), 26.1	Soiled & in disrepair	Render & Redecorate				
1.26	Windows & Doors	20.1, 21.1-3, 22.2 (a), 26.1	Dirty & Soiled	Clean				
EXTERNAL								
1.27	Ramp	20.1, 21.1-3, 22.2 (a), 26.1	Soiled & in disrepair	Clean and redecorate				

REF	LOCATION	Lease Clause	BREACH	REMEDIAL WORK	Tenant's comments on breach	Tenant's comments on remedial works	Landlord's View on Costs (£)	Tenant's View on Costs
1.28	Garden areas	20.1, 21.1-3, 22.2 (a), 26.1	Unmaintained	Grass to be cut, general maintenance & tidying up of landscape				
						Subtotal of costs		
2.0 INTERNAL								
Ground floor								
2.1	Lobby: Ceiling & Walls	20.1, 21.1-3, 22.2 (a), 26.1	Soiled & Dirty	Redecoration				
2.2	Lobby: Coir matting	20.1, 21.1-3, 22.2 (a), 26.1	Soiled & Dirty	Clean				
2.3	Foyer: Ceilings & Walls + Joinery	20.1, 21.1-3, 22.2 (a), 26.1	Stained, soiled & dirty	Redecorate				
2.4	Foyer: Laminated Vinyl flooring	20.1, 21.1-3, 22.2 (a), 26.1	Soiled & Dirty	Clean				
2.5	Café/Bar: Walls & Joinery	20.1, 21.1-3, 22.2 (a), 26.1	Soiled & Dirty	Redecorate				

REF	LOCATION	Lease Clause	BREACH	REMEDIAL WORK	Tenant's comments on breach	Tenant's comments on remedial works	Landlord's View on Costs (£)	Tenant's View on Costs
2.6	Café/Bar: Vinyl Laminate flooring	20.1, 21.1-3, 22.2 (a), 26.1	Soiled & Dirty	Clean				
2.7	Hayward Room "Meeting/Function Room": Ceiling	20.1, 21.1-3, 22.2 (a), 26.1	Broken tiles	Cut new tiles to shape & replace				
2.8	Hayward Room "Meeting/Function Room": Walls & Joinery	20.1, 21.1-3, 22.2 (a), 26.1	Soiled & Dirty	Redecorate				
2.9	Hayward Room "Meeting/Function Room": Rendered wall	20.1, 21.1-3, 22.2 (a), 26.1	Crack in render near fire exit	Repair & redecorate				
2.10	Hayward Room "Meeting/Function Room": Vinyl laminate flooring	20.1, 21.1-3, 22.2 (a), 26.1	Soiled & Dirty	Clean				
2.11	Kitchen + Servery + Bar: Ceilings, Walls & Joinery	20.1, 21.1-3, 22.2 (a), 26.1	Soiled & Dirty	Redecorate				
2.12	Kitchen + Servery + Bar: Vinyl sheet flooring	20.1, 21.1-3, 22.2 (a), 26.1	Soiled & Dirty	Clean				
2.13	Kitchen + Servery + Bar: Extractor fan	20.1, 21.1-3, 22.2 (a), 26.1	Soiled & Dirty	Replace filters & Clean				
2.14	Rear Stair Lobby: Ceiling, Walls & Joinery	20.1, 21.1-3,	Soiled & Dirty	Redecorate				

REF	LOCATION	Lease Clause	BREACH	REMEDIAL WORK	Tenant's comments on breach	Tenant's comments on remedial works	Landlord's View on Costs (£)	Tenant's View on Costs
		22.2 (a), 26.1						
2.15	Rear Stair Lobby: Floor & Stair	20.1, 21.1-3, 22.2 (a), 26.1	Soiled & Dirty, worn down	Clean floor & stairs, replace step nosing.				
2.16	Disabled WC 1 "Acc. WC": Vinyl sheet flooring	20.1, 21.1-3, 22.2 (a), 26.1	Soiled & Dirty	Clean				
2.17	Disabled WC 1 "Acc. WC": Sanitation + Fixtures	20.1, 21.1-3, 22.2 (a), 26.1	Soiled & Dirty	Clean				
2.18	Disabled WC 1 "Acc. WC": Walls & Joinery	20.1, 21.1-3, 22.2 (a), 26.1	Soiled & Dirty	Clean				
2.19	Gents WC: Walls & Joinery	20.1, 21.1-3, 22.2 (a), 26.1	Soiled & Dirty	Redecorate				
2.20	Gents WC: Vinyl sheet floor	20.1, 21.1-3, 22.2 (a), 26.1	Soiled & Dirty	Clean				
2.21	Gents WC: Sanitation + Fixtures	20.1, 21.1-3, 22.2 (a), 26.1	Soiled & Dirty	Clean				
2.22	Ladies WC: Walls & Joinery	20.1, 21.1-3, 22.2 (a), 26.1	Soiled & Dirty	Redecorate				

REF	LOCATION	Lease Clause	BREACH	REMEDIAL WORK	Tenant's comments on breach	Tenant's comments on remedial works	Landlord's View on Costs (£)	Tenant's View on Costs
2.23	Ladies WC: Walls & Joinery – Plaster	20.1, 21.1-3, 22.2 (a), 26.1	Damp damage	Repair				
2.24	Ladies WC: Vinyl sheet flooring	20.1, 21.1-3, 22.2 (a), 26.1	Soiled & Dirty, in disrepair	Clean & repair				
2.25	Ladies WC: Sanitation & Fixtures	20.1, 21.1-3, 22.2 (a), 26.1	Soiled & Dirty	Clean				
2.26	Disabled WC 2 “Changing Place/Baby Changing”: Vinyl sheet flooring	20.1, 21.1-3, 22.2 (a), 26.1	Damaged	Replace				
2.27	Disabled WC 2 “Changing Place/Baby Changing”: Wall tile	20.1, 21.1-3, 22.2 (a), 26.1	Disrepair	Repair/ replace where needed				
2.28	Disabled WC 2 “Changing Place/Baby Changing”: Walls & Joinery, Sanitation & Fixtures	20.1, 21.1-3, 22.2 (a), 26.1	Soiled & Dirty	Clean				
2.29	Store/Cloaks: Carpet flooring	20.1, 21.1-3, 22.2 (a), 26.1	Soiled & Dirty	Replace the carpet				
2.30	Store/Cloaks: Walls & Ceiling	20.1, 21.1-3, 22.2 (a), 26.1	Soiled & Dirty	Redecorate				

REF	LOCATION	Lease Clause	BREACH	REMEDIAL WORK	Tenant's comments on breach	Tenant's comments on remedial works	Landlord's View on Costs (£)	Tenant's View on Costs
2.31	Office 2: Carpet flooring	20.1, 21.1-3, 22.2 (a), 26.1	Soiled & Dirty	Clean				
2.32	Office 2: Walls & Ceiling	20.1, 21.1-3, 22.2 (a), 26.1	Soiled & Dirty	Redecorate				
2.33	Office 1: Walls & Ceiling	20.1, 21.1-3, 22.2 (a), 26.1	Soiled, Dirty, cracks	Fill cracks + redecorate				
2.34	Office 1: Carpet flooring	20.1, 21.1-3, 22.2 (a), 26.1	Soiled & Dirty	Clean				
2.35	Plant room: Floor	20.1, 21.1-3, 22.2 (a), 26.1	Soiled & Dirty	Redecorate				
2.36	Plant room: Walls	20.1, 21.1-3, 22.2 (a), 26.1	Soiled, Dirty & Disrepair	Clean & redecorate				
2.37	North East Corridor: Ceiling, Walls & Joinery	20.1, 21.1-3, 22.2 (a), 26.1	Soiled & Dirty	Redecorate				
2.38	North East Corridor: Vinyl Laminated Flooring	20.1, 21.1-3, 22.2 (a), 26.1	Soiled & Dirty	Clean				

REF	LOCATION	Lease Clause	BREACH	REMEDIAL WORK	Tenant's comments on breach	Tenant's comments on remedial works	Landlord's View on Costs (£)	Tenant's View on Costs
2.39	Joanna Leach Auditorium: Walls & Joinery	20.1, 21.1-3, 22.2 (a), 26.1	Soiled & Dirty	Redecorate				
2.40	Joanna Leach Auditorium: Solid oak wood flooring	20.1, 21.1-3, 22.2 (a), 26.1	Disrepair (Scuffed up surface)	Sand & seal				
2.41	JL Store Room: Ceiling, Walls & Joinery	20.1, 21.1-3, 22.2 (a), 26.1	Soiled & Dirty	Redecorate				
2.42	JL Store Room: Vinyl sheet flooring	20.1, 21.1-3, 22.2 (a), 26.1	Soiled & Dirty	Clean				
2.43	Right Exit lobby: Ceiling, Walls & Joinery	20.1, 21.1-3, 22.2 (a), 26.1	Soiled & Dirty	Redecorate				
2.44	Right Exit lobby: Vinyl sheet flooring	20.1, 21.1-3, 22.2 (a), 26.1	Damaged	Replace				
2.45	Green Room 2 "Male Changing": Walls & Joinery	20.1, 21.1-3, 22.2 (a), 26.1	Soiled & Dirty	Redecorate				
2.46	Green Room 2 "Male Changing": Vinyl sheet flooring	20.1, 21.1-3, 22.2 (a), 26.1	Soiled & Dirty	Clean				
2.47	Green Room 2 Ensuite: Walls & Joinery	20.1, 21.1-3,	Soiled & Dirty	Redecorate				

REF	LOCATION	Lease Clause	BREACH	REMEDIAL WORK	Tenant's comments on breach	Tenant's comments on remedial works	Landlord's View on Costs (£)	Tenant's View on Costs
		22.2 (a), 26.1						
2.48	Green Room 1 "Female Changing" : Walls & Joinery	20.1, 21.1-3, 22.2 (a), 26.1	Soiled & Dirty	Redecorate				
2.49	Green Room 1 "Female Changing" : Vinyl sheet flooring	20.1, 21.1-3, 22.2 (a), 26.1	Soiled & Dirty	Clean				
2.50	Green Room 1 Ensuite : Walls & Joinery	20.1, 21.1-3, 22.2 (a), 26.1	Soiled & Dirty	Redecorate				
2.51	Gents WC "M WC" : Walls & Joinery	20.1, 21.1-3, 22.2 (a), 26.1	Soiled & Dirty	Redecorate				
2.52	Gents WC "M WC" : Vinyl sheet flooring	20.1, 21.1-3, 22.2 (a), 26.1	Soiled & Dirty	Clean				
2.53	Gents WC "M WC" : Sanitation & Fixtures	20.1, 21.1-3, 22.2 (a), 26.1	Soiled & Dirty	Clean				
2.54	Gents WC "M WC" : Tile splashback	20.1, 21.1-3, 22.2 (a), 26.1	Grout has deteriorated	RegROUT tiles				
2.55	Ladies WC "F WC" : Walls & Joinery	20.1, 21.1-3, 22.2 (a), 26.1	Soiled & Dirty	Redecorate				

REF	LOCATION	Lease Clause	BREACH	REMEDIAL WORK	Tenant's comments on breach	Tenant's comments on remedial works	Landlord's View on Costs (£)	Tenant's View on Costs
2.56	Ladies WC "F WC": Vinyl sheet flooring	20.1, 21.1-3, 22.2 (a), 26.1	Soiled & Dirty	Clean				
2.57	Ladies WC "F WC": Sanitation & Fixtures	20.1, 21.1-3, 22.2 (a), 26.1	Soiled & Dirty	Clean				
2.58	Ladies WC "F WC": Tile splashback	20.1, 21.1-3, 22.2 (a), 26.1	Grout has deteriorated	RegROUT tiles				
2.59	Cleaner's Store "Accessible WC/Shower": Walls & Joinery	20.1, 21.1-3, 22.2 (a), 26.1	Soiled & Dirty	Redecorate				
2.60	Cleaner's Store "Accessible WC/Shower": Vinyl sheet flooring	20.1, 21.1-3, 22.2 (a), 26.1	Soiled & Dirty	Clean				
2.61	Cleaner's Store "Accessible WC/Shower": Sanitation & Fixtures	20.1, 21.1-3, 22.2 (a), 26.1	Soiled & Dirty	Clean				
						Subtotal of costs		
First Floor								
2.62	Plant Room Access: Walls & Joinery	20.1, 21.1-3,	Soiled & Dirty	Redecorate				

REF	LOCATION	Lease Clause	BREACH	REMEDIAL WORK	Tenant's comments on breach	Tenant's comments on remedial works	Landlord's View on Costs (£)	Tenant's View on Costs
		22.2 (a), 26.1						
2.63	Plant Room Access: Vinyl sheet flooring	20.1, 21.1-3, 22.2 (a), 26.1	Soiled & Dirty	Clean				
2.64	Room 6: Walls & Joinery	20.1, 21.1-3, 22.2 (a), 26.1	Soiled & Dirty	Redecorate				
2.65	Room 6: Carpet flooring	20.1, 21.1-3, 22.2 (a), 26.1	Soiled & Dirty	Clean				
2.66	Room 5: Walls & Joinery	20.1, 21.1-3, 22.2 (a), 26.1	Soiled & Dirty	Redecorate				
2.67	Room 5: Carpet flooring	20.1, 21.1-3, 22.2 (a), 26.1	Soiled & Dirty	Clean				
2.68	Liz Tirard Room: Walls & Joinery	20.1, 21.1-3, 22.2 (a), 26.1	Soiled & Dirty	Redecorate				
2.69	Liz Tirard Room: Vinyl laminate flooring	20.1, 21.1-3, 22.2 (a), 26.1	Soiled & Dirty	Clean				
2.70	Kitchen: Walls & Joinery	20.1, 21.1-3, 22.2 (a), 26.1	Soiled & Dirty	Redecorate				

REF	LOCATION	Lease Clause	BREACH	REMEDIAL WORK	Tenant's comments on breach	Tenant's comments on remedial works	Landlord's View on Costs (£)	Tenant's View on Costs
2.71	Kitchen: Vinyl sheet flooring	20.1, 21.1-3, 22.2 (a), 26.1	Soiled & Dirty	Clean				
2.72	Baby Change WC: Walls & Joinery	20.1, 21.1-3, 22.2 (a), 26.1	Soiled & Dirty	Redecorate				
2.73	Baby Change WC: Vinyl sheet flooring	20.1, 21.1-3, 22.2 (a), 26.1	Soiled & Dirty	Clean				
2.74	Baby Change WC: Sanitation & Fixtures	20.1, 21.1-3, 22.2 (a), 26.1	Soiled & Dirty	Clean				
2.75	Accessible WC: Walls & Joinery	20.1, 21.1-3, 22.2 (a), 26.1	Soiled & Dirty	Redecorate				
2.76	Accessible WC: Vinyl sheet flooring	20.1, 21.1-3, 22.2 (a), 26.1	Soiled & Dirty	Clean				
2.77	Accessible WC: Sanitation & Fixtures	20.1, 21.1-3, 22.2 (a), 26.1	Soiled & Dirty	Clean				
2.78	Room 4: Walls & Joinery	20.1, 21.1-3, 22.2 (a), 26.1	Soiled & Dirty	Redecorate				

REF	LOCATION	Lease Clause	BREACH	REMEDIAL WORK	Tenant's comments on breach	Tenant's comments on remedial works	Landlord's View on Costs (£)	Tenant's View on Costs
2.79	Room 4: Carpet flooring	20.1, 21.1-3, 22.2 (a), 26.1	Soiled & Dirty	Clean				
2.80	Waiting Room + Lobby: Ceiling, Walls & Joinery	20.1, 21.1-3, 22.2 (a), 26.1	Soiled & Dirty	Redecorate				
2.81	Waiting Room + Lobby: Carpet flooring	20.1, 21.1-3, 22.2 (a), 26.1	Soiled & Dirty	Clean				
						Subtotal of costs		
						Total costs above		
3.0 BUILDING SERVICES INSTALLATIONS								
3.1	Passenger lift	26.1, 20.1, 9.3, 22.2 (g)		Hand back in compliance with LOLER 1998				
3.2	2No Boilers	26.1, 20.1, 9.3	Servicing required	Service boilers				
3.3	Lochinvar Water Heater	26.1, 20.1, 9.3	Servicing required	Service heater				
3.4	BMS System	26.1, 20.1, 9.3	Servicing required	Service System				
3.5	AC Unit	26.1, 20.1, 9.3	Servicing required	Service AC Unit				
3.4	Water heater (Upstairs kitchen)	26.1, 20.1, 9.3	PAT Test required	Service electric water heater + PAT Test				

REF	LOCATION	Lease Clause	BREACH	REMEDIAL WORK	Tenant's comments on breach	Tenant's comments on remedial works	Landlord's View on Costs (£)	Tenant's View on Costs
3.5	Air Handling Units	26.1, 20.1, 9.3	Servicing required	Service AHUs				
4.0 STATUTORY COMPLIANCE								
4.1	Fire Precautions	28.1 (a-d), 28.8	Compliance with regulatory reform Fire Safety Order required.	Provide Fire Risk Assessment confirming compliance with Fire Safety Order.				
						Subtotal of costs		
						Grand total		

5.0 STATEMENT OF CLAIM

'Without prejudice' statement of claim for damages due to dilapidations and wants of repair at

Landlord's Claim		Tenant's Response
1. Base cost of works		£
2. Contractors Preliminaries and Overheads @ 10%		£
3. Contractors profit @ 10%		£
A. Sub Total (total cost of building work)		£
4. Surveyors Fees for preparation of Schedule		
4a. Provision of access hoist for roof inspection	N/A	
5. Solicitors fee for serving Schedule	TBC	
6. Surveyors Fees for negotiation of settlement	TBC	
7. Surveyors fees for administration of builder's works (12.5%)	TBC	
8. CDM Co-ordinator (1.5%)	TBC	
B. Sub Total (Surveyors and legal fees)	TBC	
C. Loss of rent for 8 weeks	TBC	
D. Loss of rates for 8 weeks	TBC	
E. loss of service charge for 8 weeks	TBC	

Fa. VAT payable on building work

TBC

Fb. VAT payable on construction fees

TBC

Fc. VAT payable on dilapidations fees

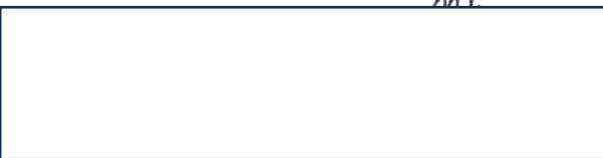
TBC

Total Dilapidations Claim (A, B, C, D, E and F)

Declaration of Schedule

I confirm and believe that the facts stated in this Schedule of Dilapidations are true and full account has been taken of the landlord's intentions for the property at expiry of the lease and the estimates of costs are reasonable.

Signed: _____



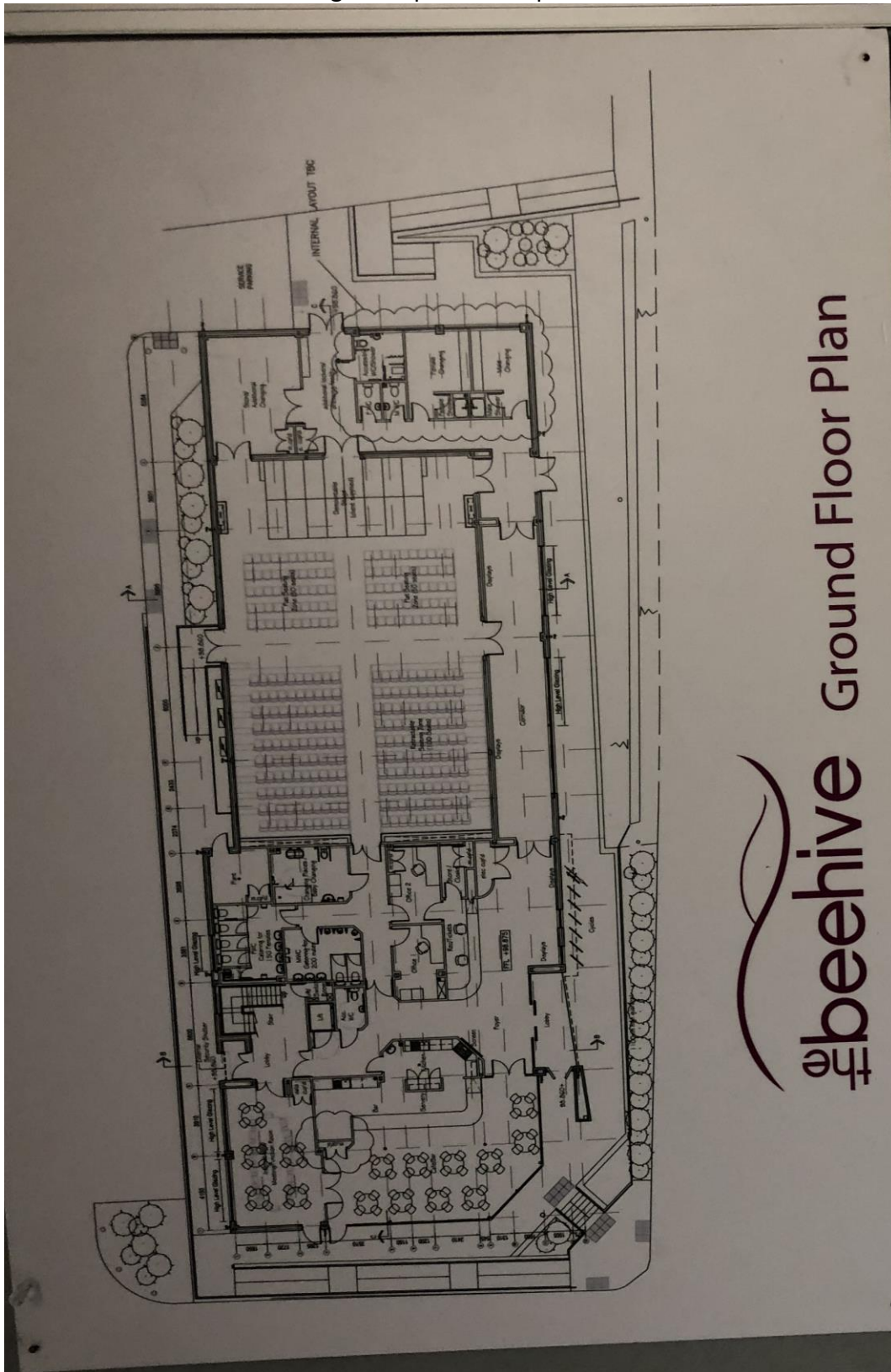
Martyn Burnett BSc (Hons) MRICS, Alexander Ellis BSc (Hons)

Dated: 05/04/24

APPENDIX A

PLANS

Please find the original copies of the plans at The Beehive.



the beehive Ground Floor Plan

