

SCHEDULE OF DILAPIDATIONS

and

WANTS OF REPAIR

found to have accrued at

**Hibiscus Community Centre
Buckingham Road
Stratford, E15**

Lease between

**The Mayor and Burgesses of the
London Borough of Newham**

and

**Hibiscus Caribbean Elderly
Association**

Dated: 14th March 1996



Job Ref: DD129/Hibiscus

Date: 9th December 2016

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INTRODUCTION

This schedule has been prepared by Geoffrey A Cooch, DipBldgCons, FRICS of Cooch and Associates Chartered Building Surveyors, upon the instructions of the Landlords, The Mayor and Burgesses of the London Borough of Newham and has been prepared following an inspection of the premises known as Hibiscus Community Centre, Buckingham Road, Stratford, E15.

It records the works required to be done to put the premises into the condition required by the covenants of both the Landlord and the Tenant contained in the lease of the premises dated 14th March 1996.

between

The Mayor and Burgesses of the London Borough of Newham

and

Hibiscus Caribbean Elderly Association

The intention of this Schedule is to establish at the date of the inspection the repairs required to put the premises into the condition intended by the covenants contained in the wording of the Lease.

The Schedule has been summarised into two principal headings:

The Tenant's obligations

The Landlord's obligations

The schedule is sub-divided in each section in order to clearly identify breaches deemed to have arisen in relation to the relevant party's obligations to repair, reinstate, redecorate and comply with statute and is formatted in accordance with the recommendations set out in the current edition of the RICS Dilapidations Guidance Note.

All specifications and working practices adopted in the implementation of any works by either party should be in line with good building practice, the covenants and prevailing statutory regulations where applicable. If the either party is considering implementing the works it is essential that the Schedule is not taken as the basis of the specification. The Tenant or the Landlord should seek its own advice as to the scope of works necessary to leave the premises in the state and condition required under the terms of the Lease.

Where the remedy identified is to replace components as a consequence of a breach, this is taken as to match existing (or if appropriate using a modern equivalent). All necessary making good is deemed to be included when this arises from component replacement or removal.

Where the remedy identified is to strip out any engineering services system, this is taken to include all associated supplies including all conduits, trays, trunking, controls, etc as appropriate.

All the works set out in this Schedule are reasonably required in order to put the premises into the physical state required by the terms of the Lease (and any licences or other relevant documents). Where quoted, the costs identified for such works are reasonable.

This report is specifically confined primarily to the building fabric, no detailed or specialist inspections have been undertaken of the services installations and no opening up of ducts or exposure work has been undertaken.

We have not taken into account compliance (or lack of compliance) with the Equality Act, the Asbestos Regulations, Regulation 14 of the Workplace (Health, Safety and Welfare) Regulations 1992 or the Regulatory Reform order (Fire Regulations). Such inspections and further reports would form the subject of separate surveys if required and are specifically excluded from this report.

Where pricing has been given, this is based upon the BCIS Dilapidations Price Book 6th edition – 2015 where rates are available. Where rates are not available for a specific item, a reasoned break down using labour materials and plant build-ups has been computed to arrive at a reasonable figure for the item.

The rates include overheads and profit, preliminaries are added as a percentage at the end assuming the works would be let as one project with a Principal Contractor.

No allowance has been made for fees or procurement costs which would need to be added for our own budgeting.

VAT is added at the end of the summary at the rate current at the time of publishing this report. No allowance has been made for contingencies.

Signed:



Geoffrey A Cooch, DipBldgCons(RICS), FRICS

Below is a summary of covenants in the lease which are considered to be relevant in identifying the extent of the dilapidations here. It is not to be read as a statement on all obligations imposed by the lease (and any relevant ancillary documentation):

It is apparent that some aspects of the care of the building are not specifically covered in the Lease. Where there are shortcomings, we have taken a reasoned approach in allocating responsibility but this may be open to interpretation.

.....the Corporation hereby demises unto the Association ALL THOSE premises described in the Schedule hereto (hereinafter called 'the premises') with the fixtures and fittings thereto.....

THE SCHEDULE hereinbefore referred to:

ALL THOSE the premises known as Hibiscus Caribbean Elderly Association Buckingham Road Stratford in the London Borough of Newham.

(2) *THE Association hereby covenants with the Corporation as follows:*

- (iii) *To repair and keep the interior of the building now on the premises and all additions thereto and all other buildings at any time erected and standing thereon in good and tenantable repair and condition excepting damage caused by structural or inherent defects or by an insured Risk other than when the insurance money is irrecoverable in consequence of any act or default of the Tenant or anyone at the premises expressly or by implication with the Tenant's authority (but only while under the Tenant's control and in the course of employment) provided that where the insurance money is not wholly recoverable such sums as are recoverable shall be made available as soon as possible to apply to the repair of the premises and in particular in the third year of the term and in any event in the last year of the term to paint the interior of the premises with two coats of paint of suitable quality in a professional manner all the wood iron and other parts of the buildings erected or to be erected on the premises proper to be painted*
- (iv) *To keep the premises including all external areas clean and tidy throughout the term and to clean the windows and any glass visible from the outside of the premises at least once every month and on the termination thereof to deliver up the premises to the Corporation with the fixtures and fittings and any additions hereto in good repair and condition.*
- (viii) *Not to make or permit or suffer to be made any alteration in or addition to the premises either externally or internally without the previous consent in writing of the Corporation.*

(3) *THE Corporation hereby covenants with the Association as follows:*

- (iii) *The Corporation will be responsible for maintaining the structure of the premises throughout the term hereby granted.*

The following schedule contains:

1. reference to the specific clause (quoted above) under which the repairing obligation arises;
2. the breach in question;
3. the remedial works suggested by the surveyor as suitable for remedying the breach in question;

DATED: 9th December 2016

SIGNED:

A handwritten signature in blue ink, appearing to be 'Geoff', written over a dotted line.

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HIBISCUS COMMUNITY CENTRE
DILAPIDATIONS

SUMMARY				
	No	Rate	Total	
LANDLORD'S OBLIGATIONS				
Covenant to re-decorate				
Internally	1.00	0.00	0.00	
Externally	1.00	1,480.02	1,480.02	
Scaffolding access	1.00	3,500.00	3,500.00	
Repairs				
Externally	1.00	5,915.43	5,915.43	
Internally	1.00	0.00	0.00	
Compliance with statute	1.00	0.00	0.00	
Sub-Total of Landlord's Obligations			10,895.45	
Preliminaries @ 15%			1,634.32	
Sub total			12,529.76	12,529.76
VAT		20.00%	2,505.95	2,505.95
Total Obligation Cost Landlord				15,035.72
Total Landlord and Tenant				£ 50,069.84

SUMMARY				
	No	Rate	Total	
TENANT'S OBLIGATIONS				
Covenant to re-decorate				
Internally	1.00	6,646.71	6,646.71	
Externally	1.00	0.00	0.00	
Scaffolding access	1.00	0.00	0.00	
Repairs				
Externally	1.00	0.00	0.00	
Internally	1.00	17,990.33	17,990.33	
Compliance with statute	1.00	750.00	750.00	
Sub-Total of Landlord's Obligations			25,387.04	
Preliminaries @ 15%			3,808.06	
Sub total			29,195.10	29,195.10
VAT		20.00%	5,839.02	5,839.02
Sub total of works				
Total Obligation Cost Tenant				35,034.12

HIBISCUS COMMUNITY CENTRE
DILAPIDATIONS

SECTION A - REPAIR

Landlord's Assessment of Costs				
Item	Lease Clause	Breach of Covenant	Remedy	Estimated Cost
	A	Repair		
		INTERNALLY		
		Entrance Area		
1	2(iii)	No repairs noted		0.00
		Main Hall		
2	2(iii)	Timber floor boarding worn, nails protruding.	Punch home nails, sand floor and apply two coats of varnish.	1,050.64
3	2(iii)	Carpet cut around old gas heaters now needs replacing following recent gas heater renewal with smaller footprint	Take up existing carpet and renew with similar quality to existing.	2,476.16
4	2(iii)	Renewal of gas heaters has left damage to wall surfaces from old fixings	Make good damaged holes and wall plaster where old gas heaters removed	125.00
5	2(iii)	Light fittings faulty and diffusers discoloured.	Renew light fittings and diffusers.	545.20
6	2(iii)	Extract fans working intermittently	Renew 8nr extract fans	1,629.36
			Access for last two items, say	250.00
7	2(iii)	Lever furniture to office door faulty	Renew lever furniture	47.67
		Office		
8	2(iii)	No repairs noted		0.00
		Plant Room		
9	2(iii)	An area of loose and cracked plaster to the front wall	Hack of an area of about 1m2 loose plaster and reinstate, leave ready for re-decoration	67.90

Item	Lease Clause	Breach of Covenant	Remedy	Estimated Cost
		Toilet Corridor		
10	2(iii)	Sheet vinyl floor covering is lifting from past water penetration and is worn in trafficked areas	Strip up existing floor covering, prepare screed and lay new with welded joints	337.56
11	2(iii)	Low level damage to plaster from previous escape of water	Hack off damaged plaster and reinstate flush to existing	135.80
12	2(iii)	Door to electricity cupboard stiff and poor fitting	Ease and adjust door and lock	15.78
13	2(iii)	Lever furniture to male and female WC doors faulty	Renew lever furniture	47.67
		Male WC		
14	2(iii)	Kick plate to outer lobby door broken	Replace kick plate	15.49
15	2(iii)	Sheet vinyl floor covering is lifting from past water penetration and is worn in trafficked areas	Strip up existing floor covering, prepare screed and lay new with welded joints	281.30
16	2(iii)	Low level damage to plaster from previous escape of water	Hack off damaged plaster and reinstate flush to existing	135.80
17	2(iii)	Wall tiles have de-bonded from wall surfaces in many areas	Hack off loose and de-bonded tiles and provide new tiling to a provisional area of 15m2	1,586.10
18	2(iii)	Damp to walls caused by leaking plumbing to WC's	Check all supplies, sparge pipes and waste connections to WC.s, Urinal bowls and basins for defects and replace as necessary	150.00
		Disabled WC		
19	2(iii)	Suspended ceiling tiles have been damaged	Replace 4nr suspended ceiling tiles	116.36
20	2(iii)	Sheet vinyl floor covering is lifting from past water penetration and is worn in trafficked areas	Strip up existing floor covering, prepare screed and lay new with welded joints	168.78
21	2(iii)	Wall tiles have de-bonded from wall surfaces in many areas	Hack off loose and de-bonded tiles and provide new tiling to a provisional area of 10m2	211.48
22	2(iii)	Support handrails serving WC are rusty and in poor condition	Replace handrails with new epoxy powder coated handrails to DDA specification	250.00

Item	Lease Clause	Breach of Covenant	Remedy	Estimated Cost
23	2(iii)	Damp to walls caused by leaking plumbing to WC's	Check all supplies, sparge pipes and waste connections to WC.s, Urinal bowls and basins for defects and replace as necessary	150.00
		Female WC		
24	2(iii)	Sheet vinyl floor covering is lifting from past water penetration and is worn in trafficked areas	Strip up existing floor covering, prepare screed and lay new with welded joints	393.82
25	2(iii)	Low level damage to plaster from previous escape of water	Hack off damaged plaster and reinstate flush to existing	135.80
26	2(iii)	Wall tiles have de-bonded from wall surfaces in many areas	Hack off loose and de-bonded tiles and provide new tiling to a provisional area of 15m2	1,586.10
27	2(iii)	Damp to walls caused by leaking plumbing to WC's	Check all supplies, sparge pipes and waste connections to WC.s, Urinal bowls and basins for defects and replace as necessary	150.00
28	2(iii)	Broken pane of GWC to window	Hack out and reglaze broken glass to external window	105.84
29	2(iii)	Basin vanitory top in poor condition around pipes due to water penetration	Replace worktop, retain basins and plumbing and re-use.	375.26
		Rear Assembly Area		
30	2(iii)	Lever furniture to corridor door faulty	Renew lever furniture	47.67
31	2(iii)	Sheet vinyl floor covering is worn in trafficked areas	Strip up existing floor covering, prepare screed and lay new with welded joints	1,969.10
32	2(iii)	Extract fan working intermittently	Renew extract fan	203.67
		Corridor to Cold Room		
33	2(iii)	Lever furniture to cold store door faulty	Renew lever furniture	47.67
34	2(iii)	Low level damage to plaster from previous escape of water	Hack off damaged plaster and reinstate flush to existing	135.80
35	2(iii)	Sheet vinyl floor covering is worn in trafficked areas	Strip up existing floor covering, prepare screed and lay new with welded joints	168.78

HIBISCUS COMMUNITY CENTRE
DILAPIDATIONS

SECTION A - REPAIR

Item	Lease Clause	Breach of Covenant	Remedy	Estimated Cost
		Cold Room/Store		
36	2(iii)	Redundant chillers and controls not working and causing an obstruction, old pipe supplies to bar need to be removed	De-gas and remove chillers, make safe supplies and controls and provide certification evidence. Remove all pipe supplies to bar area and fire stop penetrations through compartment walls	225.00
37	2(iii)	Light fittings in poor condition and not working correctly	Replace 2nr light fittings	136.30
38	2(iii)	Extract fan not working	Renew extract fan	203.67
		Rear Office		
39	2(iii)	High level damage to plaster from water leakage through faulty flashings externally	Hack off 4m2 damaged plaster and reinstate flush to existing, (see externals for flashing repair)	271.60
		Corridor to Kitchen		
40	2(iii)	Kick plate to kitchen door broken	Replace kick plate	15.49
41	2(iii)	Suspended ceiling tiles have been damaged, (concealed grid)	Replace 6nr suspended ceiling tiles	174.54
		Kitchen		
42	2(iii)	Window mounted extractor broken	Replace extractor fan	203.67
43	2(iii)	Kitchen units affected by water, carcasses delaminating	Replace damaged carcasses and doors	1,141.96
44	2(iii)	Suspended ceiling tiles have been damaged, (concealed grid)	Replace 4nr suspended ceiling tiles	116.36
		Servery		
45	2(iii)	Suspended ceiling tiles have been damaged, (concealed grid)	Replace 4nr suspended ceiling tiles	116.36
46	2(iii)	Extract fan working intermittently	Renew extract fan	203.67
47	2(iii)	Diffuser missing from light	Replace light fitting	68.15
			Total Internal Repair	17,990.33

Item	Lease Clause	Breach of Covenant	Remedy	Estimated Cost
		EXTERNALLY		
		Front Elevation		
48	2(iii)	Joints between coping stones are eroded	Rake out and re-point joints to copings	150.00
49	2(iii)	Boundary wall to left hand side at junction with corner planting area is in very poor condition and considered to be a Health and Safety risk	Dismantle wall and rebuild to existing profile and height	1,689.90
		Left Hand Elevation		
50	2(iii)	Sill to window is loose	Re-fix loose sill before redecoration	17.50
51	2(iii)	Rainwater downpipe and hopper towards rear is blocked and causing staining to brickwork	Clear blockage to hopper and downpipe and leave in clear and free running condition	12.50
52	2(iii)	Boundary wall towards rear at junction with adjoining property is in very poor condition and considered to be a Health and Safety risk	Dismantle wall and rebuild to existing profile and height	1,689.90
		Right Hand Elevation		
53	2(iii)	Window to office is in poor condition and in need of replacement	Replace window with uPVC	345.63
		Raised Clerestory Areas		
54	2(iii)	Flashings below sills to rear elevation is deteriorating, expansion tears evident and in need of replacement	Remove existing flashings below window sill to rear elevation and replace with code 4 in lengths not exceeding 1.5m, fix with lead wedges and finish with sealant	505.00
55	2(iii)	Gutters are clogged with debris	Clear debris from gutters and leave in free flowing condition	175.00
		Pitched Roof		
56	2(iii)	Gutters are clogged with debris	Clear debris from gutters and leave in free flowing condition	175.00

Item	Lease Clause	Breach of Covenant	Remedy	Estimated Cost
		Flat Roof		
57	2(iii)	Flashings at junction with neighbour's rear wall have been lost/stolen/loose or missing and all needs to be re-dressed or replaced.	Remove remaining parts of loose flashings and prepare chase in brickwork for new flashings. Provide new Ubiflex non lead flashings wedged pointed into joint and dressed over adjacent roof coverings, overall length about 8m	505.00
58	2(iii)	Open joints to brickwork and coping as a result of plant growth at junction with neighbouring building at rear	Remove plant growth, rake out mortar joints and re-point	125.00
59	2(iii)	Gutters are clogged with debris	Clear debris from gutters and leave in free flowing condition	175.00
60	2(iii)	Flat roof ventilation cowls are missing or damaged	Replace flat roof ventilation cowls, 2nr	175.00
61	2(iii)	Old redundant roof penetrations need to be removed or capped	Remove redundant roof penetrations, repair deck and apply roofing felt over	175.00
			Total External Repair	5,915.43

6.00 Landlord's Assessment of Costs				
Item	Lease Clause	Breach of Covenant	Remedy	Estimated Cost
	B	Redecoration		
		Internally - Responsibility of the Tenant		
1	2(iii)	In the third year of the term and in any event in the last year of the term, the tenant is obligated to redecorate all interior parts of the premises that are usually or ought to be painted with two coats of good quality paint.	Treat all previously treated/decorated internal surfaces as detailed below:	
2	2(iii)		<u>Front Lobby</u>	
			Prepare and decorate plastered walls with 2 coats emulsion paint	225.19
			Prepare and paint doors and frames	82.34
			Prepare and paint ceiling	66.24
			Prepare and paint skirtings	63.79
3	2(iii)		<u>Main Hall</u>	
			Prepare and decorate plastered walls with 2 coats emulsion paint	644.17
			Prepare and paint doors and frames	205.85
			Prepare and paint ceiling	700.54
			Prepare and paint timber surfaces over 300mm girth	159.20
			Prepare and paint skirtings	214.82

Item	Lease Clause	Breach of Covenant	Remedy	Estimated Cost
4	2(iii)		<u>Office</u>	
			Prepare and decorate plastered walls with 2 coats emulsion paint	144.48
			Prepare and paint doors and frames	41.17
			Prepare and paint ceiling	38.22
			Prepare and paint skirtings	50.75
5	2(iii)		<u>Corridor</u>	
			Prepare and decorate plastered walls with 2 coats emulsion paint	103.53
			Prepare and paint doors and frames	329.36
			Suspended ceiling	0.00
			Prepare and paint skirtings	28.98
6	2(iii)		<u>Gents WC</u>	
			Prepare and decorate plastered walls with 2 coats emulsion paint	106.78
			Prepare and paint doors and frames	123.51
			Prepare and paint ceiling	37.15
			Prepare and paint skirtings	8.85
			Prepare and paint windows	1.07

Item	Lease Clause	Breach of Covenant	Remedy	Estimated Cost
7	2(iii)		<u>Disabled WC</u>	
			Prepare and decorate plastered walls with 2 coats emulsion paint	92.17
			Prepare and paint doors and frames	41.17
			Prepare and paint ceiling	17.41
8	2(iii)		<u>Female WC</u>	
			Prepare and decorate plastered walls with 2 coats emulsion paint	82.59
			Prepare and paint doors and frames	41.17
			Prepare and paint ceiling	47.06
			Prepare and paint windows	1.93
9	2(iii)		<u>Rear Assembly Area</u>	
			Prepare and decorate plastered walls with 2 coats emulsion paint	473.96
			Prepare and paint doors and frames	247.02
			Prepare and paint ceiling	235.21
			Prepare and paint skirtings	138.52

Item	Lease Clause	Breach of Covenant	Remedy	Estimated Cost
10	2(iii)		<u>Rear Corridor</u>	
			Prepare and decorate plastered walls with 2 coats emulsion paint	63.30
			Prepare and paint doors and frames	164.68
			Prepare and paint ceiling	15.30
			Prepare and paint skirtings	18.62
11	2(iii)		<u>Cold Room-Store</u>	
			Prepare and decorate plastered walls with 2 coats emulsion paint	212.90
			Prepare and paint doors and frames	41.17
			Prepare and paint ceiling	70.18
			Prepare and paint skirtings	72.75
12	2(iii)		<u>Rear Office</u>	
			Prepare and decorate plastered walls with 2 coats emulsion paint	233.74
			Prepare and paint doors and frames	41.17
			Prepare and paint ceiling	85.27
			Prepare and paint skirtings	77.41

Item	Lease Clause	Breach of Covenant	Remedy	Estimated Cost
13	2(iii)		Kitchen Corridor	
			Prepare and decorate plastered walls with 2 coats emulsion paint	45.59
			Prepare and paint doors and frames	164.68
			Prepare and paint ceiling	12.92
			Prepare and paint skirtings	13.39
14	2(iii)		Kitchen	
			Prepare and decorate plastered walls with 2 coats emulsion paint	73.57
			Prepare and paint doors and frames	41.17
			Prepare and paint skirtings	57.15
			Prepare and paint windows	3.58
15	2(iii)		Servery	
			Prepare and decorate plastered walls with 2 coats emulsion paint	218.44
			Prepare and paint doors and frames	41.17
			Prepare and paint skirtings	84.39
			Total internal redecoration	6,646.71

Item	Lease Clause	Breach of Covenant	Remedy	Estimated Cost
		Externally - Not clearly defined in the lease but assumed to be the responsibility of the Landlord		
16	3(iii)	The Corporation will be responsible for maintaining the structure of the premises throughout the term hereby granted.	Treat all previously treated/decorated external surfaces as detailed below:	
17	3(iii)		Prepare all previously painted external surfaces and re-decorate	1,480.02
			Total external redecoration	1,480.02

Tenant's Obligation				
Item	Lease Clause	Breach of Covenant	Remedy	Estimated Cost
	C	Compliance with Statute		
1		The Electricity at Work Regulations 1989 under the Health and Safety at Work Act 1974 require that maintenance is carried out on systems and that the maintenance can be carried out safely, however, there is no evidence of a suitable maintenance regime.	Provide evidence that the electrical installation has been maintained such as the Electrical Installation Condition Report documentation as recommended in BS 7671:2008 (IEEWiring Regulations, 17th Edition as amended). Allow provisional sum for rectifying non conforming items.	250.00
2		The Gas Safety (Installation and Use) Regulations 1998 under the Health and Safety at Work etc Act 1974 require gas appliances and flues to be maintained in a safe condition, however there is no evidence of maintenance.	Provide evidence of maintenance.	250.00
2		The Control of Asbestos Regulations 2012 places an explicit duty on the owners and occupiers of non domestic premises, who have maintenance and repair responsibilities, to assess and manage the risks from the presence of asbestos.	Undertake an asbestos management survey in accordance with HSE guidance and record the results in an asbestos management plan or register.	250.00
			Total Compliance with statute	750.00