

ITEM	LOCATION/ LEASE CLAUSE BREACHED	LANDLORD'S ALLEGATION OF BREACH	LANDLORD'S ALLEGATION OF REMEDY	TENANT'S RESPONSE ON BREACH & REMEDY 18.08.15	TENANT'S COST (£) 18.08.15
<b>1.0 ROOF</b>					
1.1	(4.3)	Rooflights very dirty and showing signs of brittleness.	Replace rooflights with similar, single-skin units.	Roof lights to be brushed down by tenant from outside. May 2003 SoC confirms they have always been soiled. No current visible sign of brittleness or leaks.	
1.2	(4.3)	Metal profiled roof sheets including parapet cappings are showing signs of delamination and cut edge corrosion.	Recoat profiled metal sheet inc gutters	No requirement seen for coating repairs to cladding. Provide proof that condition warrants repair in this case relative to cladding age and the general quality seen elsewhere in this estate.	
1.3	(4.3)	Gutters contain standing water and soiling and should be left free-flowing.	Clear out gutters and downpipes	To be completed by Tenant.	
<b>2.0 YARD &amp; HARDSTANDING AREAS</b>					
2.1	(4.6)	Tenant installed external tap remains.	Remove and cap off external tap for future use.	To be completed by Tenant.	
2.2	(4.3)	Surfaces worn and soiled.	Jet wash down surfaces	To be completed by Tenant.	
2.3	(4.3)	Tenant responsible to yield up drainage in full repair.	CCTV survey to check drainage	No drainage performance issues have been reported. Estate drainage system under service charge.	
2.4	(4.3)	Minor areas of impact damage to yard surface.	Minor repairs to surface including fill and repair holes and impact damage.	To be completed by Tenant.	
2.5	(4.3)	Protective steel bollards are soiled and their paint finish, scuffed and scratched.	Prepare and redecorate.	To be completed by Tenant.	

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<b>3.0 ELEVATIONS</b>					
		<b>Front Elevation</b>		#REF!	
3.1	(4.6)	Tenant has installed fittings including but limited to external lighting, access key pad, alarm box and an ashtray to elevation.	Remove lighting, access key pad, burglar alarm, and ashtray and make good all disturbed surfaces.	To be completed by Tenant.	
3.2	(4.6)	Tenant has installed AC with pipework through cladding panels, affixed to elevation.	Remove 2 no AC Units and pipework and repair cladding holes (includes removal of internal equipment).	To be completed by Tenant.	
3.3	(4.3)	Sections of the profiled cladding are suffering impact damage including the termination bar.	Remove and replace damaged section of cladding to match existing profile.	To be completed by Tenant.	
3.4	(4.3)	Profiled metal sheet cladding marked	Clean, prepare and respray cladding.	No requirement seen for coating repairs to cladding. Provide proof that condition warrants repair in this case relative to cladding age and the general quality seen elsewhere in this estate.	
3.5	(4.6)	Tenant has installed signage to front elevation panel.	Remove signage and make good	To be completed by Tenant.	
3.6	(4.3)	Windows are damaged and beyond economical repairs.	Remove and re windows with new to match existing.	Schedule of Condition indicates that both windows were in same or worse condition at the time of Tenants occupation in May 2003. Windows will be eased and adjusted by Tenant only.	
3.7	(4.3)	Front door is soiled and dirty. Front door damaged by adhesives and scratched.	Clean all windows and front door, respray door (includes windows to whole building).	Windows and front door will only be cleaned down by Tenant.	

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3.8	(4.3)	Some brickwork loose or impact damaged and minor cracks including to mortar joints.	Undertake repairs to brickwork.	Loose brick will be re-repointed with mortar only. Other minor brickwork defects were noted in May 2003 SoC.	

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3.9	(4.3)	Apron brickwork is soiled.	Clean down brickwork to remove soiling.	To be completed by Tenant.	
3.10	(4.3)	Loading bay door has damaged sections at low level and is stained.	Repair and leave in working order and certify. Leave clean.	Loading Door will be cleaned down and in safe working order. Original door was completely defective in SoC and so renewed by Tenant.	
3.11	(4.3)	Redecoration of previously painted metal guards to corner at door reveals is required.	Prepare and redecorate guards in a good and workman like manner.	To be completed by Tenant.	
3.12	(4.3)	Cracked/water-damaged plasterboard soffit over loading bay door	Replace soffit.	Defect recorded in SoC. Repair would serve no purpose. Not plasterboard.	

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<b>4.0 INTERNAL</b>					
		<b>Warehouse Area</b>		#REF!	
4.1	(4.6)	Tenant has installed and fitted out a mezzanine with first floor partitioned office accommodation.	Remove mezzanine entirely, including all ceilings, partitions, caging and all fixtures and fittings. Make good adjacent surfaces.	To be completed by Tenant.	
4.2	(4.6)	Required removal of mezzanine above will necessitate reformation of entrance corridor soffit.	Reinstate soffit including all necessary fire-stopping.	To be completed by Tenant.	
4.3	(4.6)	Required removal of mezzanine above will necessitate reinstatement of adequate provision of strip light fittings to warehouse area.	Reinstate strip lights for adequate provision to warehouse.	To be completed by Tenant.	
4.4	(4.6)	Tenant has installed 4 no. internal A/c split units.	Remove 4 no. AC units including all associated pipework and electrical wiring.	To be completed by Tenant.	
4.5	(4.3)	Internal liner panels to the underside of the roof are heavily soiled.	Clean down panels.	No heavy soiling seen. Soffit surface will be brushed down after reinstatement work completed.	
4.6	(4.3)	Vertical cracking present in blockwork walls adjacent to stanchion embedded into party wall.	Repair crack by preparing adjacent surfaces and using appropriate filler (fire-rated as appropriate), inclusive of safe high-level access.	SoC records signs of this historic movement have always existed adjacent to stanchions. Wall area will be prepared and redecorated under item noted elsewhere.	
4.7	(4.3)	Movement joints to perimeter blockwork are failing and may have exacerbated cracking to areas of wall.	Cut out and renew mastic movement joints.	See above comment.	

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4.8	(4.4)	Redecoration of previously painted structural steel works is required.	Prepare and re-paint previously painted areas using mid grey hammerite pain in a good and workman like manner and in accordance with manufacturers instructions.	To be completed by Tenant.	
4.9	(4.4)	Redecoration of previously painted perimeter and party walls is required.	Prepare and re-paint previously painted areas in a good and workman like manner.	To be completed by Tenant.	
4.10	(4.4)	Redecoration of previously painted warehouse floor is required.	Prepare and repaint warehouse floor using appropriate grade 2 part epoxy industrial floor paint in a good and workman like manner and in accordance with manufacturers instructions.	To be completed by Tenant.	
4.11	(4.4)	Redecoration of preivously painted fire exit door/architrave is required..	Prepare and redecorate door/architrave in a good and workman like manner.	To be completed by Tenant.	

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		<b>Toilet Facilities</b>		#REF!	
4.12	(4.6)	Tenant has installed soap and paper towel dispensers and other wall mounted fittings to walls.	Remove all mounted fitting and make good walls.	To be completed by Tenant.	
4.13	(4.3)	WC facility are moderatly soiled.	Deep clean WC facilities.	To be completed by Tenant.	
4.14	(4.3)	Vent Axia fan in internal WC is heavily soiled and begrimed.	Remove and replace fan to match existing.	Existing Vent fan appears new and in good condition	
4.14	(4.4)	Redecoration of previously painted surfaces in WC's including timber joinery, window security grilles and painted walls and soffits is required.	Prepare and rredecorate in a good and workman like manner.	To be completed by Tenant.	
		<b>Kitchen &amp; Shower Facility</b>		#REF!	
4.15	(4.6)	Tenant installed kitchen and adjacent shower facility remain.	Remove kitchen and shower facilities including all fitting, partitioning and associated plumbing. Cap off all services at branch off point for future use and make good of all disturbed surfaces.	To be completed by Tenant.	
4.16	(4.4)	Redecoration of previously painted surfaces in kitchen and shower area including timber joinery, window security grilles and painted sections of walls and soffits is required.	Prepare and redecorate in a good and workman like manner.	To be completed by Tenant.	

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		<b>Entrance Lobby</b>		#REF!	
4.17	(4.6)	Tenant installed shelving remains.	Remove shelving and make good of all disturbed surfaces.	To be completed by Tenant.	
4.18	(4.3)	Ceiling tiles generally soiled, uneven or impact damaged, creating a patchwork appearance.	Replace all ceiling tiles in order to achieve the necessary uniformity of appearance.	Replacement not required.	
4.19	(4.4)	Redecoration of previously painted surfaces in entrance lobby area including timber joinery and painted blockwork walls is required.	Prepare and redecorate in a good and workman like manner.	To be completed by Tenant.	
		<b>General</b>		#REF!	
4.20	(4.6)	Tenant has furnished the premises and stored files and other items to suit their usage.	It is assumed that the tenant will remove all chattels, but the landlord reserves the right to add the removal of same to the claim at a later stage where required.	To be completed by Tenant.	
4.21	(4.6)	Tenant has installed own burglar alarm, CCTV and comms systems including cabling, Sensors and call points throughout demised area.	Remove installations and make good any openings and incisions.	To be completed by Tenant.	



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<b>5.0 GENERAL ITEMS &amp; STATUTORY COMPLIANCE</b>					
5.1	(4.13)	Works to roof and interior will require safe high-level access, including, but not limited to, guard rails, access platforms, hoists, internal netting, crash mats and so on. Tenant responsible for all such repairs as detailed.	Provide netting, access and platform hire and so forth as necessary to undertake works under Health and Safety and Construction (Design & Management) Regulations.	To be completed by Tenant.	
5.2	(4.13)	Tenant has not certified emergency lighting throughout the premises.	Test and certify emergency lighting.	To be completed by Tenant.	
5.3	(4.13)	Tenant has not certified fire fighting equipment and detection system including fire panel throughout the premises.	Test and certify fire fighting equipment and detection system.	To be completed by Tenant if necessary	
5.4	(4.13)	Alterations have been made to the electrical installation by the tenant in relation to their fit out and cabling and installation appears unsafe.	Undertake an inspection of the electrical installation and provide an NIC EIC certificate. Remove unsafe or otherwise redundant cabling/electrical installation by tenant.	To be completed by Tenant.	
5.5	(4.13)	The reinstatement works include the removal of the suspended ceiling and stripping out partitions which constitute demolition works. Therefore, the presence of asbestos must be confirmed prior to commencing.	Provide asbestos register in order to satisfy the Control of Asbestos at Work Regulations 2012.	The alteration work that was carried out by the Tenant took place in 2003 and cannot contain asbestos materials. No other work is relevant.	
<b>TOTALS</b>					