



VALUATION REPORT

Alice Park, Gloucester Road,
Bath, BA1 7BW

Prepared for *Bath and North East Somerset Council*

September 2015



Contents

1	TERMS OF REFERENCE	2
2	VALUATION FOR ACCOUNTING PURPOSES	3
3	VALUATION DEFINITIONS AND METHODOLOGY	4
4	EXTENT OF DUE DILIGENCE & INFORMATION SOURCES	6
5	PROPERTY INFORMATION	7
6	TENANCY	15
7	VALUATION	18
8	GENERAL CONDITIONS	22

Appendices

1	Terms of Engagement
2	Draft Publication Statement



EXECUTIVE SUMMARY



ADDRESS

ALICE PARK, GLOUCESTER ROAD, BATH, BA1 7BW

DESCRIPTION

The Property comprises circa 8 acre open parkland, a circa 1940's semi-detached two storey building currently used as a day nursery, a tea chalet and a public convenience block.

LOCATION

Alice Park is located in Bath at the junction of London Road (A4) and Gloucester Road (where the entrance is located) approximately 0.3 km from the A46, the primary arterial route into Bath. The M4 motorway is 13 km to the north via the A46 and the city centre is approximately 2.5 km to the west via the A4.

TENURE

Freehold

VALUATIONS

Market Value (31 March 2015)

1 Alice Park (Nursery)	£165,000
Tea Chalet	£20,000
Public Convenience	£37,000
Park	£215,000
Total	£437,000

Market Value (Index back to 1 April 1996)

1 Alice Park (Nursery)	£33,000
Tea Chalet	£4,000
Public Convenience	£27,000
Park	£54,000
Total	£118,000



Valuation

Private & Confidential

Property & Project Delivery – Property Projects
Bath and North East Somerset Council
Northgate House
Upper Borough Walls
Bath
BA1 1RG

Andrew Shoubridge
Associate Director - Valuation
BNP Paribas Real Estate
Portwall Place
Portwall Lane
Bristol
BS1 6NA
Tel: +44 (0) 117 984 8430
Fax: +44 (0) 117 984 8401
E-mail: andrew.shoubridge@bnpparibas.com

For the attention of Hayley Ponsford

02 September 2015

Our Ref: ADS/TAM/151449

Dear Hayley

NAME: BATH AND NORTH EAST SOMERSET COUNCIL
ADDRESS: ALICE PARK, GLOUCESTER ROAD, BATH, BA1 7BW (THE “PROPERTY”)

1 TERMS OF REFERENCE

1.1 Instructions

We understand that you own the freehold interest in the Property and it is held in part (tea chalet and nursery) as an investment. You have requested a valuation for inclusion in your company accounts in accordance with the International Financial Reporting Standards (IFRS).

This valuation is prepared in accordance with your instructions of 12 August, the terms of our letter of 2 September 2015, and the Valuation Procedures and Assumptions enclosed with that letter. Copies of these documents are enclosed in Appendix 1.

1.2 Date of valuation

31 March 2015. As instructed, we have then indexed back the values to the 1 April 1996. We have discussed the adopted indexation methods in Section 7 of this report. The importance of the valuation date must be stressed as property values may change over a relatively short period.

1.3 Standards

This valuation has been prepared in accordance with the RICS Professional - Valuation Standards, (the “Red Book”). The extent of our investigations and the sources of information on which we have relied are described in the Valuation Procedure and Assumptions.



1.4 Independence and Objectivity

We are required by the RICS Red Book to disclose the following:

- We have not previously valued the Property before.
- We have an ongoing fee earning relationship with the Authority through the delivery of property consultancy services in respect of other properties.
- In our financial year ending 31 December 2014, total fees earned from the Authority were less than 5% of our company turnover.

1.5 Valuer details

This report has been prepared by Andrew Shoubridge MSc MRICS, RICS Registered Valuer, and reviewed by Richard Clark MRICS Dip.Law FNARA RICS Registered Valuer. I confirm that we have the knowledge, skills and understanding to undertake this valuation competently. We confirm we have no interest in the Property and that we have undertaken this valuation in the capacity of External Valuers.

1.6 Indemnity

We have sufficient professional indemnity cover for this instruction and our overall workload



2 VALUATION FOR ACCOUNTING PURPOSES

These valuations are for inclusion in your accounts and have been prepared in accordance with the Chartered Institute of Public Finance and Accountancy (CIPFA) IFRS Based Code of Practice on Local Authority Accounting.

Property assets are to be classified into one of the following groups:

- Property plant and equipment.
- Leases and lease type arrangements i.e. Operational or Finance.
- Investment property.
- Assets held for sale.

The classification of the Property is in part an Investment Property (1 Alice Park and Tea Chalet) and part Property Plant and Equipment (Public Convenience and Alice Park).

3 VALUATION DEFINITIONS AND METHODOLOGY

3.1 Fair Value

All assets other than infrastructure, community assets and assets under construction are to be measured at Fair Value. There are separate valuation requirements that apply to leases and lease type arrangements.

'Fair Value' is defined in International Financial Reporting Standards (IFRS) as:

"The price that would be received to sell an asset, or paid to transfer a liability, in an orderly transaction between market participants at the measured date"

IFRS 13 reinforces that Fair Value is a market based assessment which uses the assumptions that market participants would use when pricing the asset under current market conditions.

IAS 16, which sets out the accounting requirements for property, plant and equipment, states that if the Fair Value of an item of property can be measured reliably then this should be used as the basis for valuation less any accumulated depreciation and impairment losses.

IAS 40, which sets out the accounting requirements for investment property, also states that investment property can be valued using a fair value model.

Because of this requirement to reflect market based evidence in the assessment of Fair Value under these two standards, the International Valuation Standards (IVS) stipulate that valuations under both IAS 16 and IAS 40 should be reported on the basis of Market Value. The Red Book requires members preparing valuations for use under IFRS to follow IVS.

3.2 Market Value

Market Value is defined as:

"The estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's-length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion"

Market Value is the price that would be agreed in a hypothetical transaction, with no adjustment made for costs that would be incurred by the parties, including any liability for VAT, stamp duty or other taxes. It is also gross of any mortgage or similar financial encumbrance.

Where applicable, our valuation reflects evidence of recent market transactions involving similar properties. Appropriate adjustments have been made to reflect differences in size and location of the properties, the circumstances of the transaction under consideration and any changes in market expectations between the transaction date and the valuation date.

3.3 Depreciated Replacement Cost

Depreciated Replacement Cost (DRC) is recognised as an acceptable method of estimating Market Value where more reliable methods, such as market comparison, cannot be applied.



DRC is:

“The current cost of replacing an asset with its modern equivalent asset less deductions for physical deterioration and all relevant forms of obsolescence and optimisation”

The validity of our valuations using the DRC approach depends upon a continuing requirement of the Council to use the asset for the provision of the service. The valuation on this basis cannot be relied upon as an indication of the amount that could be recovered if the service was discontinued and the asset retired.

We have used the DRC method in our valuation of the Public Convenience.

4 EXTENT OF DUE DILIGENCE & INFORMATION SOURCES

4.1 Inspection

4.2 The Property was inspected internally on 20 August 2015 by Andrew Shoubridge MSc MRICS RICS Registered Valuer.

4.3 Floor areas

We have undertaken a measured survey of the Property.

4.4 Condition

We have made the assumption that ground conditions are suitable for the current buildings and structures or for any redevelopment.

We have not been provided with a structural Survey, and cannot therefore, comment on this.

4.5 Environmental investigation

As provided in our terms of engagement, we have not made detailed enquiries to establish whether or not contamination is present

4.6 Tenure, title and tenancies

We have been provided with a copy of the following leases and documents:

- Lease between Trustee for the Alice Park (1), The Official Custodian for Charities (2) and Jacqueline Helen Watson (3) dated 08 February 2008.
- Lease between Bath and North East Somerset Council (1), The Official Custodian for Charities (2) and Anthony Wilson Hickman dated 04 September 2014.
- Management contract/lease between Bath and North East Somerset Council (1) and Healthmatic Limited dated 27 March 2014 along with a Public Convenience Contract.

4.7 Town planning

We have made internet based enquiries with Bath and North East Somerset council's planning department and the information obtained is assumed to be correct.

5 PROPERTY INFORMATION

5.1 Location

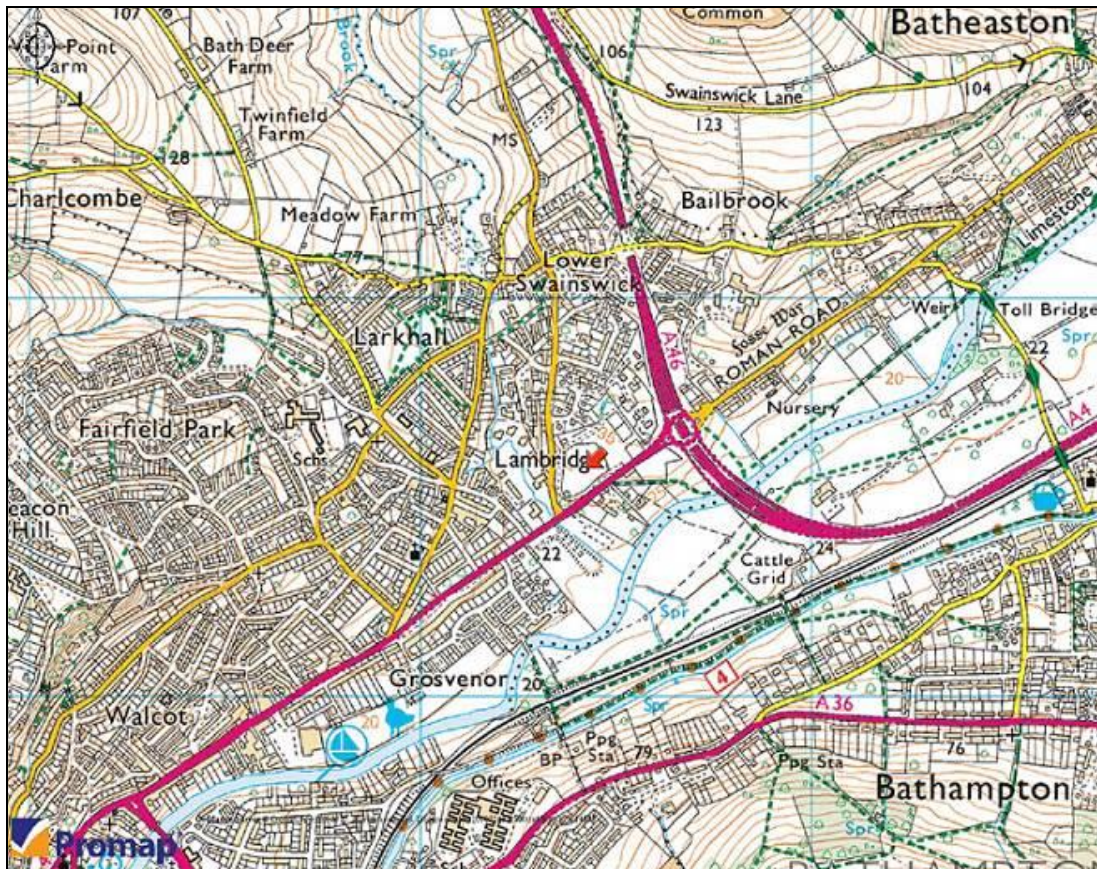
Bath, with a population of around 90,000 is well known as an international visitor destination thanks to its cultural and built heritage, thermal springs and landscape and its designation as a World Heritage site.

Bath is a key economic centre in the West of England along with being a regional shopping hub and University town, with two well-regarded Universities.

Alice Park is situated at the junction of London Road (A4) and Gloucester Road (where the entrance is sited) approximately 0.3 km from the junction of the A4 and A46, the primary arterial route into Bath. The M4 motorway is 13 km to the north via the A46 and the city centre is approximately 2.5 km to the west via the A4.

The Park is located in the Lambridge area of Bath in a primarily residential area with easy access from the area of Larkhall and Lower Swainswick.

The below map show the location of the Property:



5.2 Description

We attach an extract from the Ordnance Survey on which we show our understanding of the boundary of the Property edged in red. The site area extends to approximately 8.758 acres (3.544 hectares).



The park and cottages were originally commissioned by Herbert Montgomery Mac Vicar, a wealthy local resident, as a memorial to his deceased wife and designed by Geoffrey Jellicoe and constructed between 1937 and 1940.

The Property comprises four elements, the park itself, a semi-detached former park keeper's cottage now used as a day nursery, a tea chalet and a public convenience.

1 Alice Park

One Alice Park comprises a two storey semi-detached former residential property of Ashlar stone construction under a pitched tile covered roof. The façade incorporates architectural reliefs to the front elevation, a deep soffit and steel framed single glazed windows with wooden shutters to the exterior of the ground floor. The entrance to No. 1 in the west gable has a flat pedimented door case with another carved relief depicting a bouquet of flowers above. The door itself is timber ledged and braced.

Internally walls and ceilings are plastered and painted with a mixture of ceiling mounted down lights and pendants. Floors are timber and covered in carpet or linoleum. A timber framed conservatory has been added to the rear of the building offering extra internal space.

To the rear of the Property is a garden and patio area with two wooden sheds and a gazebo.

The configuration of the Property has changed little from its previous residential use, with three rooms to the first floor which are currently used as two play rooms, an office and a

further play room to the ground floor with a children's toilet, staff toilet, kitchen and conservatory.

Tea chalet

The tea chalet is an oblong timber framed and clad building under a pitched tile roof. There are two single glazed steel framed windows to the front with metal casement shutters to the exterior and double metal doors to the entrance. Internally the Property is fitted out as a café to a good specification with plastered painted walls, ceiling mounted spotlights and a tiled floor.

There are three canopied customer seating areas to the front of the chalet, although this is not demised to the tenant.

Public convenience

The public conveniences comprise an octagonal timber framed and clad building under a pitched tile roof. There are two unisex cubicles with metal door with coin operated entry. There was also three other timber access doors which we were unable to gain access to.

The Park

The park itself is comprised predominantly of open grass space interspersed with numerous specimen trees. Excluding the elements listed above and appropriate access to each element, the remainder of the park extends to 8.535 acres.

To the North east of the park, adjacent to the entrance is a tarmac covered car park with space for approximately 20 cars. To the south west of the park is a children's play area with apparatus such as climbing frames, swings and a sand pit.

The north of the park is a community garden with an oak framed open sided shelter to the west and a wildlife habitat/pond area to the east.

The east of the site is primarily taken up with three sealed surface hard standings providing six tennis courts that are enclosed with metal chain link fencing.

The park as a whole is bounded by a mixture of fencing and hedges with an Ashlar stone wall running the length of its boundary with the A4, save for a southerly entrance.



Front elevation of 1 Alice park



West elevation of 1 Alice park



Tea chalet



Tea chalet – internal fit out



Public conveniences



Children's play area



Community garden shelter



Community garden



View over the park



Tennis courts

5.3 Accommodation

1 Alice Park (Nursery)

Description	Net internal area	
	Sq m	Sq ft
Ground floor	35.68	384
First floor	32.38	349
Total net internal area	68.06	733

Tea Chalet

Description	Gross internal area	
	Sq m	Sq ft
Ground floor	27.33	294

Public Conveniences

Description	Gross internal area	
	Sq m	Sq ft
Ground floor	40	431

5.4 Ground conditions

We have not seen a report on ground conditions. We have made the assumption for the purpose of this valuation that ground conditions are suitable for the current buildings and structures or for any redevelopment.

Since our normal enquiries and inspection did not suggest that there are likely to be archaeological remains present in or on the Property, we have assumed that no abnormal constraints or costs would be imposed on any future development at the Property by the need to investigate or preserve historic features.

5.5 Environmental issues

As provided in our terms of engagement, we have not made detailed enquiries into the previous uses or to establish whether or not contamination is present.

However as a result of our normal inspection and other enquiries in connection with this valuation, we are not aware of any potential contamination. Accordingly, our valuation assumes that there is no current or latent contamination that could adversely affect the Property. If a detailed environmental investigation reveals actual or potential contamination, our valuation may be adversely affected

The Environment Agency flood maps show that the property does not lie in a flood risk area.

The Property is located within an area of between 10-30% radon potential.

5.6 Repair

The built elements:

We have not had site of a structural report. At the time of our inspection the Property was in a good state of repair with no major defects noted. We have not had site of an Asbestos Survey.

Providing adequate routine maintenance is undertaken, we consider that the buildings have a remaining economic life in excess of 20 years.

The open park land:

At the time of inspection the property presented well and appeared to be well maintained with no major defects noted in any of the structures present.

5.7 Tenure

The Property Register states that the property is held freehold under title number ST277651.

The transfer of the Property to the ownership of Bath and North East Somerset Council is dated 31 March 1999.

5.8 Rating

The Property is described in the 2010 Rating List as follows:



Address	Description	Rateable Value Per Annum
1 Alice Park Cottages, Gloucester Road, Bath, BA1 7BL	Day nursery and premises	£3,400
Alice Park Tea Chalet, Alice Park, Gloucester Road, Bath, BA1 7BL	Tea chalet and premises	£1,650

The National Non-Domestic Rate for the financial year 2015/16 is £0.493; however some small businesses are eligible for a reduced rate or relief in some circumstances.

5.9 Planning

We have made verbal enquiries with Bath and North East Somerset council's planning department and the information obtained is assumed to be correct.

The Bath & North East Somerset Adopted Core Strategy was adopted in July 2014 which includes Saved policies from the Bath & North East Somerset Local Plan (2007), provides a comprehensive land use and sustainable development framework for the Bath area and contains the following policies that are relevant to the current or future utilisation of the Property.

Core strategy:

- Policy B4 The World Heritage Site and its Setting.
- Policy CP6 Environment Quality.
- Policy CP8 Green Belt.
- Place-Based Sections Local Plan.

Saved policies from the Local Plan:

- BH.1- World Heritage Site.
- BH.6 – Development within or affecting Conservation Areas.
- D2 – Design and public realm.
- D.4 – Townscape considerations.
- CF.2 – Community facilities.
- ES.15 – Contaminated land.

These policies have been given high priority in the planning policy for the future of bath to promote higher quality development with an onus on preserving and enhancing current green spaces, creating more "green infrastructure" in future development, and to promote ecological and sustainable methods to encourage biodiversity and the health and wellbeing of local inhabitants.

The following planning applications relate specifically to the subject Property:



Park

- 12/05205/COND- Discharge of conditions 1, 2 and 3 of application 12/01562/FUL (Change of use of fallow land (south of boundary with Woodlands Park) to a community garden, erection of an oak shelter, greenhouse and metal shed and provision of bike racks and a wildlife pond.)
- 12/01562/FUL - Change of use of fallow land (south of boundary with Woodlands Park) to a community garden, erection of an oak shelter, greenhouse and metal shed and provision of bike racks and a wildlife pond.

1 Alice Park

- 07/00220/LBA - Erection of rear conservatory and alterations to facilitate use as Children's day nursery.
- 06/02110/FUL - Change of use from residential (Use Class C2) to children's day nursery (Use Class D1) and erection of rear conservatory

Public Conveniences

- 14/01497/FUL - External alteration to existing public convenience (Sui Generis).

One Alice Park is also Grade II listed and the Property as whole falls within a Conservation Area and a World Heritage site.

6 TENANCY

6.1 Occupational leases

We have been provided with a copy of two occupational leases and the management agreement/ lease relating to the public convenience.

- 1 Alice Park between Trustee for the Alice Park (1), The Official Custodian for Charities (2) and Jacqueline Helen Watson dated 8 February 2008.
- The Tea Chalet between Bath and North East Somerset Council (1), The Official Custodian for Charities (2) and Anthony Wilson Hickman dated 4 September 2014.
- The public conveniences between Bath and North East Somerset Council (1) and Healthmatic Limited dated 27 March 2014.

We are instructed to value the freehold interest in the Property subject to the occupational leases. We summarise the principal terms below:

1 Alice Park (Nursery)

Lease date	8 February 2008
Landlord	Trustee for the Alice Park (1) The Official Custodian for Charities (2)
Tenant	Jacqueline Helen Watson
Demised premises	1 Alice Park Cottages – all that land and buildings – shown on plan
Term	20 years from 8 Feb 2008
Break Clause	None
Current rent	£13,600
Rent review provisions	Review date – 8 February 2012 and every fourth year Arbitrator or expert 10 year hypothetical term Usual assumptions/disregards Time not of the essence
Business rates	Tenant
Repair	To put and keep the Premises in good and structural repair
Insurance	Landlord to insure and recover from tenant



Alienation	Assignment/underletting of whole only with consent and subject to conditions
Alteration	Internal non-structural only with consent Tenant to carry out alterations contained in planning application 06/02110/FUL and under listed building consent 07/00220/LBA
User	Children's Day Nursery or any use within Class D1
Security of tenure	Yes

Tea Chalet

Lease date	4 September 2014
Landlord	Bath and North East Somerset Council (1) The Official Custodian for Charities (2)
Tenant	Anthony Wilson Hickman
Demised premises	All that land and buildings (tea chalet) –approx. 28.5 m2 – shown on lease plan
Term	6 years
Break Clause	None
Current rent	£950
Rent review provisions	Review date – 4 September 2015 and each anniversary thereafter Upwards only – RPI indexed
Business rates	Tenant
Repair	Put and keep premises including the shed in good and substantial repair and condition
Insurance	Landlord to insure and recover from tenant
Alienation	Assignment/underletting of whole only with consent and subject to conditions



Alteration	Internal non-structural only with consent NTBUWOD
User	For the provision of catering and refreshment services and alcohol (only under the current tenancy). (keep open clause included).
Security of tenure	No

Public Convenience

Lease date	27 March 2014
Landlord	Bath and North East Somerset Council
Tenant	Healthmatic Limited
Demised premises	Various public conveniences
Term	20 years to expire no later than 5 January 2034
Break Clause	5 January 2029 – or with 12 months' notice at any time
Current rent	Peppercorn
Rent review provisions	None
Business rates	Tenant
Repair	Full repairing
Insurance	Landlord to insure. Any additional premium related to sub-letting and ancillary use to be recovered from the tenant
Alienation	Sub-letting of whole or part only with consent
Alteration	With consent. Tenant to carry out Contractor's investment within 2 years of commencement of lease
User	Public Convenience
Security of tenure	No

7 VALUATION

7.1 Valuation Calculations

We have set out below our different approaches to valuing each different element of the property. We have also provided details of how we have indexed back to 1 April 1996.

Indexation

You have requested us to index the values as at 31 March 2015 back to 1 April 1996. In order for us to do this we have considered a number of indexes but have adopted the following:

IPD UK Monthly Property Index

The Investment Property Databank Index (IPD) is a property performance index which tracks retail, office and industrial properties. The index includes data on actual property transactions from institutional investors and property companies. It produces annual and monthly figures for the total property return. The UK IPD index is the standard benchmark for investors to analyse the performance of property in the UK market.

The appropriate index figures are set out below:

March 2015 – All Property Index – 1,165.11

April 1996 – All Property Index – 235.56

Based on the above, property values are 79.78% lower in April 1996 compared to March 2015. We have applied this discount in calculating the values as at 1 April 1996 for 1 Alice Park (nursery) and the tea chalet.

RICS/ RAU Rural Land Market Survey H1 2015

We are not aware of any specific index that relates to park land, so we have adopted an index that relates to farmland. The index is based on statistics provided by RICS members in England and Wales, and are collated by the Royal Agricultural University.

The appropriate weighted average price of farmland for England and Wales are set out below:

2015 – £10,000

1996 - £2,500

Based on the above, land values are 75% lower in 1996 compared to 2015. We have applied this discount in calculating the values as at 1 April 1996 for Alice Park (land only).

BCIS

The Build Cost Information Service (BCIS) is part of the Royal Institution of Chartered Surveyors and is a leading provider of cost and price information for the UK construction industry. The costs provided are inclusive of preliminary costs but exclusive of professional fees and contingency. For each different type of property there are generally a range of build costs provided. These are split over lowest, lowest quartile, median, upper quartile and highest.



We have valued the Public Convenience using the DRC method. In order for us to do this we need to establish the build cost of a public convenience. We have adopted the mean figure from the BCIS which has been re-based to Bath. BCIS also provides historic build costs. We have set out the appropriate costs below:

2015 - £1,401

1996 - £698

We have undertaken two DRC valuations adopting the above build costs.

1 Alice Park

As 1 Alice Park has a lease in place and an income stream, the most appropriate method of valuation is the investment method. This involves capitalising the current income and future income at an appropriate yield to produce a value. We have then cross checked this value against sales of similar properties. However, we are not aware of any recent sales of nurseries and have had regard to the sale of basic offices, located outside the city centre.

The current passing rent of £13,600 per annum, which was set at the February 2012 rent review, equates to £18.55 per sq ft. In our opinion this is the best source of evidence as we are not aware of any other lettings of nursery premises. As a cross check we have also had regard to achieved rents for basic office premises in the surrounding area. The most recent office rental transactions that have occurred range between £11.30 and £18 per sq ft. In our opinion the Property is currently rack rented.

We have capitalised the income at a yield of 8%, which after allowing for purchasers costs of 2.8%, produces a value of £165,000. This equates to £225.10 per sq ft.

The Tea Chalet

As with 1 Alice Park, this Property has a lease and an income stream, as such the investment method will be used. However the unique nature of the Property in terms of construction and location makes it very difficult to compare to other transactions.

The current passing rent of £950 per annum, which was set at initial lease start in September 2014, equates to £3.23 per sq ft. We note that this is linked to RPI, which we have factored into our valuation.

The closest established retail pitch in the area is in Larkhall, where recent lettings equate to £10 to £18 per sq ft, although this is for a bricks and mortar buildings in an established location.

Although the passing rent appears low in relation to the above rents it was only set in September 2014 and can be considered the best source of evidence for this unique property.

We have capitalised the income at a yield of 4.67% which after allowing for purchasers costs of 1.8% produces a value of £20,000. This equates to £68 per sq ft.

Public Conveniences

Although there is a lease in place this is stated to be a public convenience contract at a peppercorn rent that the Council can break with one month's notice. We have therefore not factored the lease into our valuation.



This type of property does not generally trade in the market. As such, it is not appropriate to value it based on market evidence. We have instead adopted the depreciated replacement cost (DRC) method of valuation. The basis of this method of valuation is to establish the cost of a modern equivalent, including costs for site works, professional fees, contingency and finance, and then discount this based on the assessment of Remaining Life. In this case we have assumed a Remaining Life of 20 years. A value of £37,000 is produced.

Alice Park

To value the open parkland element of the Property, it is most appropriate to use the comparable method of valuation, where transactions of similar land are analysed and transposed to the property in question.

Open parkland/leisure/amenity land ranges from £15,000 to £30,000 per acre, dependant on location and provision of facilities such as car parks, tennis courts and changing rooms.

There are very few comparable transactions for this type of property but we have had regard to the below:

Bath Rugby's Lambridge Training Ground, was sold in 2013 for £415,000, equating to £35,000 per acre. This 11.2 acre level site included parking, basic changing facilities and flood lighting. The training ground is situated on the opposite site of London Road so is in very close proximity, and offers a similar although slightly better range of facilities. We note that the purchaser, Bath Rugby Club, can be classed as a special purchaser so a slightly inflated price was achieved.

In light of this, we feel the appropriate rate to apply to the open parkland element of the Property is £25,000 per acre. We have applied this rate to 8.535 acres, which is the total park acreage minus the areas of 1 Alice Park, the public convenience, the tea chalet and the land required to access them. The reason for doing this is that we have applied separate values to these elements. This produces a value of £213,375, which we have rounded to £215,000.

7.2 Valuations

We are of the opinion that the Market Value of the freehold interest in the Property as at 31 March 2015 is in the region of:

£437,000

(FOUR HUNDRED AND THIRTY SEVEN THOUSAND POUNDS)

The summary of values in respect of each property is as follows;

Property	Valued by reference to DRC (£)	Valued by reference to Market Comparables (£)
1 Alice Park (Nursery) Tea Chalet Alice Park		£165,000 £20,000 £215,000
Public Convenience	£37,000	
TOTAL	£37,000	£400,000



We are of the opinion that the Market Value of the freehold interest in the Property indexed back to 1 April 1996 is in the region of:

£118,000

(ONE HUNDRED AND EIGHTEEN THOUSAND POUNDS)

The summary of values in respect of each property is as follows;

Property	Valued by reference to DRC (£)	Valued by reference to Market Comparables (£)
1 Alice Park (Nursery)		£33,000
Tea Chalet		£4,000
Alice Park		£54,000
Public Convenience	£27,000	
TOTAL	£27,000	£91,000

Property values may change significantly over a relatively short period. Consequently our valuation may not be valid on a date other than the stated valuation date.



8 GENERAL CONDITIONS

This report and valuation has been prepared on the basis that there has been full disclosure of all relevant information and facts which may affect the valuation.

This report is private and confidential to Bath and North East Somerset Council. It may not be disclosed to any third party without our prior written consent, nor published in any document or circular, without our prior approval in writing as to the form and context in which it shall appear.

If it is intended to make a reference to this report in any published document, a draft of a suitable statement is included at Appendix 3. However, even if this is used without alteration, our prior approval to publication is still required so that we can approve the reference in context. In breach of this condition, no responsibility can be accepted to third parties for the comments or advice contained in this report.

Yours faithfully

A handwritten signature in black ink, appearing to read 'A. Shoubridge'.

Andrew Shoubridge MSc MRICS
RICS Registered Valuer

A handwritten signature in blue ink, appearing to read 'Richard Clark'.

Richard Clark MRICS Dip.Law FNARA
RICS Registered Valuer

For and on behalf of BNP Paribas Real Estate



APPENDIX 1

Terms of Engagement



Valuation

Private & Confidential

Bath and North East Somerset Council
Northgate House
Upper Borough Walls
Bath
BA1 1RG

Andrew Shoubridge
Associate Director
BNP Paribas Real Estate
Portwall Lane
BS1 6NA

Tel: +44 (0) 117 984 8430
Fax: +44 (0) 117 984 8410
E-mail: andrew.shoubridge@bnpparibas.com

For the attention of Hayley Ponsford

Your Ref:
Our Ref: ADS/TAM/151449

02 September 2015

Dear Hayley

ALICE PARK, GLOUCESTER ROAD, BATH, BA1 7BW (THE "PROPERTY")

Further to our recent exchange of emails I confirm that we are delighted to accept your instruction to undertake a valuation of the Property for accounting purposes. We understand that you own the freehold interest in the Property and the tea chalet and nursery are held as investments.

We shall value as at 31 March 2015 and as requested provide a valuation indexed back to 1st April 1996. Our valuation is in accordance with the International Financial Reporting Standards (IFRS).

I confirm that the valuation will be undertaken in accordance with the current RICS Professional - Valuation Standards, (the "Red Book"). Our report will also comply with the relevant provisions of the International Valuation Standards (IVS).

Attached to this letter is a document entitled "Valuation Procedures and Assumptions" which describes the work that we will undertake, the sources of information upon which we shall rely and the limitations that will apply to our investigations and report. A copy of our Terms and Conditions of Business is also attached.

I can confirm that we have had no material involvement with either the Property or any other party connected with this Property and that I am aware of nothing that could create a conflict with our duty to provide you with an objective and independent valuation.

I can confirm that we hold professional indemnity insurance in respect of the service to be provided.

We will undertake an internal inspection of the property.

We will provide you with our opinion of the Market Value of the property at the valuation date confirmed above.



BNP PARIBAS REAL ESTATE

The valuation will be carried out by Andrew Shoubridge RICS Registered Valuer and reviewed by Richard Clark RICS Registered Valuer. We confirm that they have the knowledge, skills and understanding necessary to undertake the valuation required.

Our fee for undertaking this work will be £3,000. This figure will be subject to the addition of VAT.

Our report will be addressed to you and is for your use only. No responsibility will be accepted to any other party. Our prior consent in writing will be required if you wish to reproduce the report or refer to it in any published document. Our valuation file may be subject to confidential monitoring in order to ensure compliance with the RICS conduct and disciplinary regulations.

I do not believe that any of these conditions conflict with your requirements but if you believe they do, please do not hesitate to contact me. Otherwise I would be grateful if you could sign and return the attached duplicate of this letter as confirmation that you wish us to proceed on this basis. If I do not hear from you to the contrary prior to the issue of our report I shall assume that these conditions are agreed.

Yours sincerely

Andrew Shoubridge MSc MRICS
RICS Registered Valuer
For and on behalf of BNP Paribas Real Estate

I confirm that I / we* agree that this letter and the accompanying documents it refers to is an accurate summary of the service that I require, and of the terms that I / we* accept for its provision.

Signed:

Position:

Date:

* delete as appropriate

VALUATION PROCEDURES AND ASSUMPTIONS

The investigations and enquiries on which our valuations are based are carried out by valuation surveyors, making appropriate investigations having regard to the purpose of the valuation. Our reports and valuations are prepared in accordance with the RICS Valuation – Professional Standards (the “Red Book”).

Subject to any variation expressly agreed and recorded in the accompanying letter, our work will be on the basis set out below:

1 Condition and Repair

Unless specifically instructed to carry out a separate building survey, or commission a test of service installations, our valuation will assume:

- (i) That except for any defects specifically noted in our report, the property is in good condition.
- (ii) That no construction materials have been used that are deleterious, or likely to give rise to structural defects.
- (iii) That no hazardous materials are present.
- (iv) That all relevant statutory requirements relating to use or construction have been complied with.
- (v) That any services, together with any associated computer hardware and software, are fully operational and free from impending breakdown or malfunction

We shall, however, reflect the general condition noted during the course of our valuation inspection and any defects or hazards of which we become aware in the course of our investigations. Any matters that we consider material to the valuation will be referred to in our report.

2 Ground Conditions and Environmental Risks

Unless provided with information to the contrary, our valuation will assume:

- (i) That the site is physically capable of development or redevelopment, when appropriate, and that no special or unusual costs will be incurred in providing foundations and infrastructure.
- (ii) That there are no archaeological remains on or under the land which could adversely impact on value.
- (iii) That the property is not adversely affected by any form of pollution or contamination.
- (vi) That there is no abnormal risk of flooding.

We shall, however, comment on any factors discovered during the course of our valuation enquiries that could affect the market perception of risks caused by these factors.

3 Tenure and tenancies

We shall rely upon information provided by you or your solicitor relating to tenure and related matters. We will not commission a formal legal search and will assume the information provided to be accurate, up-to-date and complete.

4 Planning and highway enquiries

We shall make informal enquiries of the local planning and highway authorities and also rely on information that is publicly published or available free of charge. Any information obtained will be assumed to be correct. No local searches will be instigated. Except where stated to the contrary, we shall assume that there are no local authority planning or highway proposals that might involve the use of compulsory purchase powers or otherwise directly affect the property.

5 Floor areas

All measurements will be taken in accordance with the RICS Code of Measuring Practice. The floor areas in our report will be derived from measurements taken on site or that have been scaled from the drawings supplied and checked by sample measurements on site.

6 Plant and machinery

We will include in our valuations those items of plant and machinery normally considered to be part of the service installations to a building and which would normally pass with the property on a sale or letting. We will exclude all items of process plant and machinery and equipment, together with their special foundations and supports, furniture and furnishings, vehicles, stock and loose tools, and tenants fixtures and fittings.

7 Tenant status

Although we reflect our general understanding of a tenant's status in our valuation, we will make no detailed enquiries about the financial status of tenants. We will assume that appropriate enquiries were made when leases were originally exchanged, or when consent was granted to any assignment or underletting.

8 Development properties

For properties in course of development, we will reflect the stage reached in construction and the costs remaining to be spent at the date of valuation. We have regard to the contractual liabilities of the parties involved in the development and any cost estimates that have been prepared by the professional advisers to the project. For recently completed developments we will take no account of any retentions, nor will we make allowance for any outstanding development costs, fees, or other expenditure for which there may be a liability.

Terms and conditions of business

DEFINITIONS

In these Conditions:

“**Affiliate**” means any company, partnership or other entity which directly or indirectly controls, is controlled by or is under common control with Us;

“**Conditions**” means these terms and conditions of business;

“**Confidential Information**” means any technical, financial and commercial information obtained or received by You directly or indirectly from Us (and vice versa) in the course of or in anticipation of the Services;

“**Engagement Letter**” means the engagement letter from Us to You;

“**Information**” means any documents, advice, information, reports, instructions and/or assistance that We may require from You;

“**Intellectual Property Rights**” means patents, registered and unregistered trade marks and service marks, registered and unregistered design rights, copyright, database rights, rights in know-how and confidential information, applications for and rights to apply for any of the above, and any other similar rights recognised from time to time in any country, together with all rights of action in relation to the infringement of any of the above;

“**Materials**” includes, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information or data in any form;

“**Property**” means the property/ies, which is/are the subject of Your instructions to Us;

“**Services**” means the services and/or work performed or to be performed by Us as set out in the Engagement Letter and/or Service Specific Terms of Engagement, together with any other services and/or work which We provide or agree to provide to You from time to time;

“**Service Specific Terms of Engagement**” means the specific terms of engagement, if any, referred to in the Engagement Letter;

“**Terms of Engagement**” means these Conditions, the Engagement Letter and the Service Specific Terms of Engagement, in each case as may be varied in writing and agreed by Us and You from time to time;

“**Transaction**” means any transaction entered or intended to be entered into by You in relation to which the Services are to be performed;

“**We, Us and Our**” means BNP Paribas Real Estate Advisory & Property Management UK Limited, a company registered in England and Wales under company number 04176965 whose registered office is at 5 Aldermanbury Square, London EC2V 7BP; and

“**You, Your and Yourself**” means the person or persons, firm, company, authority or other organisation to whom We are to supply the Services, as set out in the Engagement Letter.

1 Terms of Engagement

- 1.1 The Services will be provided pursuant to the Terms of Engagement.
- 1.2 The Terms of Engagement comprise the whole agreement between Us and You in relation to the provision of Services. Both parties acknowledge and agree that, in entering into the Terms of Engagement, they do not rely on, or have not relied on, any undertaking, promise, assurance, statement, representation, warranty or understanding (whether made orally or in writing) of any person (including Us and You) relating to the subject matter of the Terms of Engagement, other than as expressly set out in the Terms of Engagement.

- 1.3 If any provision (or part of a provision) of the Terms of Engagement is found by any court of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions (or remainder of the affected provision) will remain in force.
- 1.4 Subject to the rights of any BNPPRE Person granted under clause 14.7, the Terms of Engagement are made solely for the benefit of Us and You, and (where applicable) Our or Your successors and permitted assigns, and are not intended to benefit, or be enforceable by, anyone else. Except as stated in clause 14.7, and for the purpose of the Contract (Rights of Third Parties) Act 1999, the Terms of Engagement do not and are not intended to give any rights, or right to enforce any of their provisions, to any person who is not a party to them.
- 1.5 The Engagement Letter constitutes an offer by Us to You to provide the Services specified in it on the Terms of Engagement. By counter-signing the Engagement Letter You formally accept the Terms of Engagement. Notwithstanding the previous sentence, You agree that all and any Services provided prior to Your counter-signature of the Engagement Letter shall be governed by the Terms of Engagement.
- 1.6 In the event of any conflict arising between the documents comprising the Terms of Engagement, the following order of precedence shall apply:
- Engagement Letter;
 - Service Specific Terms of Engagement;
 - these Conditions.
- 1.7 The Terms of Engagement and any dispute arising out of or in connection with them or their subject matter, shall be governed by and construed in accordance with the laws of England and Wales. The parties both irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Terms of Engagement or their subject matter.
- ### 2 Changes in Scope
- The scope of the Services will be limited to the matters set out in the Terms of Engagement. However, this does not preclude Us from considering and agreeing with You, in writing, changes to the scope of the Services from time to time.
- ### 3 Timetable
- 3.1 We will discuss with You the nature and timing of the delivery of Services and the most effective way of implementing them. The timetable for completion of the Services assumes that the Information will be made available in good order and in a timely manner and will be provided in accordance with the provisions of clause 5.
- 3.2 Dates for performance and/or completion of the Services are estimates only and shall not be construed as being of the essence to the Terms of Engagement. We will, however, use reasonable endeavours to perform the Services on or by the dates specified and agreed in writing.
- ### 4 Services
- We undertake to perform the Services using reasonable care and skill and in accordance with the professional standards to which We are subject.
- ### 5 Information
- 5.1 You shall provide to Us, free of charge and within any specified time limits, all Information as may be necessary or reasonably requested by Us at such time as shall enable Us to:



Terms and conditions of business

- (a) perform the Services in accordance with Our obligations under the Terms of Engagement; and/or
- (b) comply with Our internal anti money laundering policies and procedures and any relevant legislation or regulations as may be in force from time to time (including but not limited to Information about You or any third party on whose behalf you act in respect of receipt of the Services).
- 5.2 You warrant that all and any Information is accurate, complete and consistent. Accordingly, You agree that We are not liable for (and shall indemnify Us against) the direct or indirect consequences of any inaccuracies, inadequacies or inconsistencies contained in the Information, whether prepared by You or by a third party, or any shortfalls in or absence of such Information and whether or not supplied directly to Us by You or by such a third party.
- 5.3 You will notify Us immediately if anything occurs to render any Information untrue, inaccurate or misleading and/or if any claim is made by a third party in respect of any Information.
- 6 Intellectual Property Rights and Use of Our Materials**
- 6.1 All Intellectual Property Rights in any Materials prepared by Us or otherwise generated in the course of carrying out the Services shall be owned exclusively by Us. Without limiting clause 6.3, no part of any such Materials may be reproduced or transmitted or disclosed in any form or by any means without Our prior written permission.
- 6.2 All information, advice and Materials provided by Us to You are provided for Your use only and solely for the purpose(s) to which they refer. Accordingly, We accept no responsibility for (and you shall indemnify us in respect of) any reliance that any third party may place on such information, advice or Materials, and/or for any reliance that You may place on such information, advice or Materials for any other purpose.
- 6.3 Neither the whole nor any part of the Materials referred to under clause 6.1, nor any reference thereto, may be included in any published document, circular or statement or published in any way without Our prior written approval.
- 7 Recommendations**
- 7.1 The Services and any findings arising out of the Services will not in anyway constitute recommendations on matters outside the scope of the Terms of Engagement.
- 7.2 You are responsible for determining whether the scope of the Services as specified in the Terms of Engagement is sufficient for Your purposes in the context of Your wider investigations and due diligence.
- 8 Fees and Disbursements**
- 8.1 The fees for Services will be as set out in the Terms of Engagement or as otherwise agreed by Us in writing.
- 8.2 If the fees for Services are not stated in the Terms of Engagement, Our fees will be based on Our standard hourly rates in force from time to time.
- 8.3 Unless agreed otherwise, Our fees are exclusive of any reasonable disbursements and expenses that any of the personnel engaged in providing the Services may incur in connection with the provision of the Services and any applicable VAT, for all of which You will additionally be liable.
- 9 Payment Terms**
- 9.1 Where We quote a fixed fee for Our Services, this quotation will only be valid for a period of 30 days from issue or as otherwise agreed. No contract will arise from any such quotation until We give written confirmation to You. You accept that We reserve the right to increase such fixed fee by such amount as is reasonable, as a result of any matters beyond Our control, a change in instructions from You or a failure by You to provide Us with satisfactory Information pursuant to clause 5 and We will give You prior written notice of any such increase.
- 9.2 We reserve the right to render regular and/or interim invoices where appropriate. Specifically where We are working on an hourly rate basis We may bill monthly except where We agree otherwise in writing. We also reserve the right to immediately invoice You for the cost of any reasonable disbursements or expenses that We may incur in relation to the Services.
- 9.3 Save where otherwise agreed in writing, Our terms of payment are net cash 28 days from the date of invoice. Time for payment will be of the essence.
- 9.4 If any invoice is overdue for payment, We will be entitled to refrain from continuing to perform any Services for You until such invoice is paid in full (including interest). We will also be entitled to retain any Materials produced by Us in the course of the Services and/or any Information belonging to You until all outstanding sums have been paid. We retain the right to charge interest on such outstanding sums at the annual rate of 6% accruing on a daily basis from the due date until the date of actual payment of the overdue amount, compounded quarterly, whether before or after judgement. You must pay Us interest together with the overdue amount. Our rights under this Clause 9.4 do not limit Clause 9.3.
- 9.5 In certain circumstances (which We will discuss with You), We may require You to make payment on account of any anticipated fees and/or disbursements and/or expenses to be incurred prior to the Services being commenced or continued.
- 9.6 We may at any time, without notice to You, set off any obligation due from You to Us against any obligation owed by Us to You, whether either liability is present or future and whether or not either liability arises under the Terms of Engagement. Any exercise by Us of Our rights under this clause shall not limit or affect any other rights or remedies available to Us under the Terms of Engagement or otherwise.
- 10 Confidentiality**
- Both parties will (and will procure that their directors, officers, agents, contractors, consultants and employees will) at all times keep in strict confidence, and not use, any of the other party's Confidential Information, except:
- (a) in connection with the performance of the Services or as reasonably necessary for the purposes of the Transaction; or
- (b) as expressly stated in the Engagement Letter; or
- (c) as subsequently agreed to in writing by both parties; or
- (d) as otherwise required or permitted to be disclosed by law; or
- (e) where such Confidential Information is public knowledge (save where it becomes public knowledge through a breach of this clause 10).
- You agree that, without reference to You, We may disclose to our professional liability insurers and their agents and advisers, on terms of confidence, such Confidential Information as we are required to disclose in order to comply with the terms of our insurance.
- 11 Complaints**
- If You are for any reason dissatisfied with Our service We should be advised immediately so that We can deal with it and put it right. You agree that You will not take any action or commence any proceedings against Us before You have first referred Your complaint to Us in accordance with Our complaints procedure, details of which are



Terms and conditions of business

available from: The Chief Executive Officer, BNP Paribas Real Estate Advisory & Property Management UK Limited, 5 Aldermanbury Square, London, EC2V 7BP. The purpose of such referral is to enable Your complaint to be reviewed and responded to by Us, with a view to resolving the dispute or difference in a manner satisfactory to both parties.

12 Client Money and Anti-Money Laundering Procedures

- 12.1 All client money retained by us shall be held in separate client accounts in accordance with and subject to the requirements of the Members' Accounts Rules of the Royal Institution of Chartered Surveyors.
- 12.2 You agree to comply with all Anti-Money Laundering Procedures We have in place from time to time, and understand and accept that We are unable to provide the Services unless such procedures have been successfully completed in advance.
- 12.3 The Parties hereby represent and warrant that:
- they each shall comply with all application anti-corruption laws;
 - they each shall not directly or indirectly pay, offer, give, promise to pay or authorise the payment of, any portion of the compensation received in connection with these Terms of Engagement or any other monies or other things of value in connection with its performance to a government official to obtain or retain business or secure any improper advantage nor shall it permit such actions by a third party;
 - Neither Party nor any Group Company of either Party is or will become an official or employee of the government during the term of these Terms of Engagement without prior written approval of the other.
- 12.4 Any breach of the representations and warranties in this clause shall constitute a material breach for the purposes of Clause 13.2(b)(ii) of these Terms of Engagement.
- 12.5 In the event one Party has reason to believe that a material breach has occurred or may occur, that party shall have the right to audit or to have a third party acceptable to each party at the joint expense of the Parties conduct the audit, in order to satisfy that no such breach has occurred. The Parties shall cooperate in any audit conducted by or on behalf of the other.

13 Termination

- 13.1 The Terms of Engagement shall terminate automatically on completion of the Services.
- 13.2 Without prejudice to any other rights or remedies which the parties may have:
- either party has the right to terminate the Terms of Engagement on not less than 28 days' written notice to the other; and
 - We may terminate the Terms of Engagement immediately on giving written notice to You if:
 - a conflict of interest arises;
 - You commit a material breach of any of the provisions of the Terms of Engagement (including, but not limited to, any breach of the payment terms specified at clause 9); or
 - a person or persons, firm, company, authority or other organisation acquires control of You who did not have control immediately before the acquisition.
- 13.3 Either party may terminate the Terms of Engagement immediately on giving written notice to the other if the other party becomes bankrupt or insolvent, or if an order

is made or a resolution is passed for its winding up (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of its assets or business, or if it makes any composition with its creditors or takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.

- 13.4 On termination of the Terms of Engagement for any reason, You will immediately pay Us for all outstanding unpaid sums and interest, and in respect of Services supplied prior to termination but for which no invoice has been submitted, We may submit an invoice, which shall be payable immediately on receipt.
- 13.5 Termination of the Terms of Engagement for any reason will not affect the parties' accrued rights and the following clauses shall survive: 5.2, 6, 7, 8, 9, 10, 13, 14, 16, 17 and all provisions necessary to interpret or enforce the Terms of Engagement.

14 Liability

YOUR ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF THIS CONDITION 14

- 14.1 This Condition 14 sets out Our entire financial liability (including any liability for the acts or omissions of Our employees, directors, officers, agents, contractors and consultants) to You in respect of:
- any breach of the Terms of Engagement;
 - any use made by You of the Services or the Materials, information and advice provided by Us in performing the Services;
 - any representation, statement or tortious act or omission (including negligence) arising under or in connection with the provision of the Services, whether made by Us or any third party.
- 14.2 All warranties, conditions and other terms implied by law are, to the fullest extent permitted by law, excluded from the Terms of Engagement.
- 14.3 Nothing in these Conditions limits or excludes Our liability for:
- death or personal injury resulting from negligence; or
 - any damage or liability incurred by You as a result of any fraud or fraudulent misrepresentation made by Us, or
 - such other matters for which liability cannot lawfully be limited or excluded.
- 14.4 Subject to clause 14.2 and clause 14.3:
- We shall not be liable for:
 - loss of profits; or
 - loss of business; or
 - depletion of goodwill or similar loss; or
 - loss of anticipated savings; or
 - loss of goods; or
 - loss of contract; or
 - loss of savings; or
 - loss of use; or
 - loss of opportunity; or
 - loss of, or corruption of, data or information; or
 - any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses;
- irrespective of whether or not We knew or ought to have known that such a loss might arise.



Terms and conditions of business

- (b) Subject to clause 14.3 Our aggregate liability to You in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise in connection with all matters under the Terms of Engagement will be limited to the higher of £5 million and 10 times Our fee invoiced for providing the Services.
- 14.5 Without prejudice to the other provisions of this clause 14, We will not be liable in respect of any of the following:
- (a) any failure or delay in providing the Services where You have not complied with the Terms of Engagement;
 - (b) any failure by Us to remind You of relevant deadlines;
 - (c) in respect of any third party providers whom We may engage in the course of the Services or to whom We may refer You;
 - (d) any findings or recommendations not expressly set out in Our final report;
 - (e) checking the accuracy of the Information, including without limitation boundary lines;
 - (f) advising You in relation to taxation matters;
 - (g) any failure by You to hold any necessary consents, permissions or authorisations required for the Transaction;
 - (h) any other matters set out in the Service Specific Terms of Engagement.
- 14.6 Where You are comprised of more than one entity, then Your liability under the Terms of Engagement will be joint and several with such other entity or entities.
- 14.7 You agree not to bring any claim for losses arising in connection with any matter under the Terms of Engagement against any of Our, or Our Affiliates', employees, officers, directors or consultants (each a "BNPPRE Person"). You accept that any such claim must be brought against Us. Both parties agree that any BNPPRE Person may enforce this clause under the Contracts (Rights of Third Parties) Act 1999, but that these Conditions (including this clause) may be varied at any time without the need for consent from any BNPPRE Person. Where a loss is suffered by You for which We and any other person are jointly responsible, any recoverable loss by You from Us will be proportionate to Our relative contribution to the loss suffered.
- 14.8 You agree to indemnify Us and keep Us indemnified against any liability which arises from a third party obtaining from You or using any Confidential Information and/or any Materials, information or advice provided by Us to You, unless We have agreed in writing to accept liability to such third party or the third party is a client of Ours and is permitted to obtain and use such Materials, information or advice.
- 15 Force Majeure**
- We will not be liable to You for any delay or failure to fulfil Our obligations under the Terms of Engagement caused by circumstances outside Our reasonable control.
- 16 Correspondence, Papers and File Destruction**
- 16.1 All Materials in Our possession or control that have been generated for Our internal purposes or are addressed to Us relating to the Services (unless expressly notified otherwise upon their provision) shall be Our sole property. We will not be obliged to provide or make available to You such Materials unless We agree otherwise.
- 16.2 Subject to clause 9.4, all Confidential Information provided to Us by You will be returned or destroyed upon Your request, provided that We may retain copies of any Confidential Information which forms the basis of Our Materials and advice.
- 16.3 It is acknowledged that certain Materials may legally belong to You. Subject to clause 9.4, We shall return such Materials to you upon Your request. Where You do not request that such Materials are returned We shall retain such Materials for a period of at least three years following termination of the Terms of Engagement. Such retention by Us shall be at Your risk and We shall have no liability to You for or caused by the destruction of or damage to such Materials. We may destroy correspondence and other Materials that We store, electronically or otherwise on or after the third anniversary of the termination of the Terms of Engagement.
- 17 Staff**
- If, without Our prior written approval, You directly and/or indirectly employ, engage and/or otherwise use the services of any member of Our or of any of Our Affiliates' staff ("Staff") to work on an engagement for You during the term of the Terms of Engagement or during the twelve-month period following expiry or termination of the Terms of Engagement, You will be liable to pay to Us a recruitment fee equal to four months' total average fee income for the Staff member concerned. You acknowledge and agree that this sum is a genuine attempt to estimate the costs that will be incurred by Us in recruiting a replacement for such member of Staff.
- 18 Assignment**
- Neither party may transfer or assign any rights or obligations under the Terms of Engagement without the prior written consent of the other party except as set out in this clause 18. We may assign all or any of the rights (and transfer all or any of the obligations) under the Terms of Engagement to any Affiliate or any of Our successors in title in the relevant business, without any requirement to notify You or obtain Your further consent. You agree to execute a novation to give full effect to this.
- 19 Notice**
- Notices given under these Conditions shall be in writing in the English language, and may be delivered in person or sent by courier or post or fax to the address or fax number set out in the Terms of Engagement, or to such other address or fax number as may be notified by either party to the other from time to time.
- 20 Publicity**
- We are keen to obtain publicity for work undertaken on behalf of Our clients. Unless details of the Services undertaken for You are publicly available, We will not externally publicise such details without Your prior written permission. However, You hereby agree to Us including such details in proposals or other similar submissions made to Our prospective clients, unless You subsequently expressly prohibit such disclosure in writing.
- 21 Health, Safety, Environment & Quality**
- 21.1 We operate accreditation to BS EN ISO 9001, OHSAS18001 & 14001. When visiting Our premises, You shall comply with Our Safety, Health, Environment and Quality Policies and Procedures, copies of which can be obtained by contacting the Director of Facilities.
- 21.2 Where We agree to provide the Services at Your premises, or at a third party's premises, You shall be responsible for giving or obtaining any Information, safe access licences, consents or permissions which may be necessary to enable Us and Our personnel to provide the Services at the premises in question. You or the operator of the premises shall also ensure that all appropriate health & safety acts, regulations, codes of practice or information sheets have been followed so as to ensure the health and safety of Our personnel.



21.3 Our Safety, Health & Environmental risk assessments and control measures are given on the basis of, and in strict reliance upon, all material facts and information having been accurately and fully disclosed to Us by You and You agree to confirm all such facts and information in writing. Details of Our policies, procedures and completed risk assessments are available for Your inspection on reasonable notice and without additional charge.

22 Data Protection

22.1 We shall process any personal data that You provide to Us as a data controller (as defined by the Data Protection Act 1998) and we shall use such personal data for the purposes of fulfilling our obligations to you under the Terms of Engagement. We may pass the personal data to third parties for them to use to provide services and/or supply products which are reasonably necessary for Us to perform the Services but We will not pass the personal data to any third party other than for that purpose.

22.2 We may from time to time send You marketing information about similar products and services which we believe may be of interest to you. If at any time in the future You wish to stop receiving any marketing information from Us then please contact Our Marketing Department on 0207 338 4000, or by post at 5 Aldermanbury Square, London, EC2V 7BP or by informing Your normal BNPPRE contact.

Please acknowledge agreement to these Conditions by signing and returning the enclosed duplicate copy. If you do not, We will, unless you tell Us otherwise within 7 days, proceed on the basis that You do agree such terms.



APPENDIX 2

Draft Publication Statement

International Financial Reporting Standards require an entity to make disclosures in its accounts when it adopts the revaluation option (IAS 16) or the Fair Value option (IAS 40). International Valuation Standards and the RICS Red Book also contain similar disclosure requirements. The following draft statement reflects these various requirements and, subject to our approval of the context in which it appears, is suitable for inclusion in the published statements.

“Bath and North east Somerset Council’s freehold property was independently valued on 31 March 2015 and indexed back to 1 April 1996 by BNP Paribas Real Estate, Chartered Surveyors. The valuation was in accordance with the requirements of the International Valuation Standards and the RICS Valuation Standards. The valuation of the Property was on the basis of Fair Value, subject to the existing leases on the tea chalet and nursesey.”

The valuer’s opinion of Fair Value was primarily derived from comparable recent market transactions on arms length terms. However, the valuer’s opinion of Fair Value of the public convenience was derived from depreciated replacement cost approach because the specialised nature of the asset means there are no market transactions of this type of asset”.