

Property
PARIS STEELE

12a Church Street
Dunbar
EH42 1HA
19/08/2024

Home Report Index

1. Single Survey
2. Energy Report
3. Property Questionnaire
4. Appendices

Single Survey

survey report on:

Property address	12a Church Street, DUNBAR, EH42 1HA
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Customer	Mr Masson
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Customer address	12a Church Street, DUNBAR, EH42 1HA
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Prepared by	Allied Surveyors Scotland Ltd
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Date of inspection	31st July 2024
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PART 1 - GENERAL

1.1 THE SURVEYORS

The Seller has engaged the Surveyors to provide the Single Survey Report and a generic Mortgage Valuation Report for Lending Purposes. The Seller has also engaged the Surveyors to provide an Energy Report in the format prescribed by the accredited Energy Company.

The Surveyors are authorised to provide a transcript or retype of the generic Mortgage Valuation Report on to Lender specific pro-forma. Transcript reports are commonly requested by Brokers and Lenders. The transcript report will be in the format required by the Lender but will contain the same information, inspection date and valuation figure as the generic Mortgage Valuation Report and the Single Survey. The Surveyors will decline any transcript request which requires the provision of information additional to the information in the Report and the generic Mortgage Valuation Report until the Seller has conditionally accepted an offer to purchase made in writing.

Once the Seller has conditionally accepted an offer to purchase made in writing, the Purchaser's lender or conveyancer may request that the Surveyors provide general comment on standard appropriate supplementary documentation. In the event of a significant amount of documentation being provided to the Surveyors, an additional fee may be incurred by the Purchaser. Any additional fee will be agreed in writing.

If information is provided to the Surveyors during the conveyancing process which materially affects the valuation stated in the Report and generic Mortgage Valuation Report, the Surveyors reserve the right to reconsider the valuation. Where the Surveyors require to amend the valuation in consequence of such information, they will issue an amended Report and generic Mortgage Valuation Report to the Seller. It is the responsibility of the Seller to ensure that the amended Report and generic Mortgage Valuation Report are transmitted to every prospective Purchaser.

The individual Surveyor will be a member of the Royal Institution of Chartered Surveyors who is competent to survey, value and report upon Residential Property¹.

If the Surveyors have had a previous business relationship within the past two years with the Seller or Seller's Agent or relative to the property, they will be obliged to indicate this by ticking the adjacent box. ☒

The Surveyors have a written complaints handling procedure. This is available from the offices of the Surveyors at the address stated.

1.2 THE REPORT

The Surveyors will not provide an amended Report on the Property, except to correct factual inaccuracies.

The Report will identify the nature and source of information relied upon in its preparation.

The Surveyor shall provide a Market Value of the Property, unless the condition of the Property is such that it would be inappropriate to do so. A final decision on whether a loan will be granted rests with the Lender who may impose retentions in line with their lending criteria. The date of condition and value of the property will be the date of inspection.

Prior to 1 December 2008, Purchasers have normally obtained their own report from their chosen Surveyor. By contrast, a Single Survey is instructed by the Seller and made available to all potential Purchasers in expectation that the successful Purchaser will have relied upon it. The Royal Institution of Chartered Surveyors rules require disclosure of any potential conflict of interest when acting for the Seller and the Purchaser in the same transaction. The Single Survey may give rise to a conflict of interest and if this is of concern to any party they are advised to seek their own independent advice.

The Report and any expressions or assessments in it are not intended as advice to the Seller or Purchaser or any other person in relation to an asking price or any other sales or marketing decisions.

¹ Which shall be in accordance with the current RICS Valuation Standards (The Red Book) and RICS Codes of Conduct.

Terms and Conditions

The Report is based solely on the Property and is not to be relied upon in any manner whatsoever when considering the valuation or condition of any other property.

If certain minor matters are mentioned in the Report it should not be assumed that the Property is free of other minor defects.

Neither the whole nor any part of the Report may be published in any way, reproduced or distributed by any party other than the Seller, prospective purchasers and the Purchaser and their respective professional advisers without the prior written consent of the Surveyors.

1.3 LIABILITY

The Report is prepared with the skill and care reasonably to be expected of a competent residential surveyor who is a member of the Royal Institution of Chartered Surveyors.

The Report is addressed to the Seller and was prepared in the expectation that it (or a complete copy) along with these Terms and Conditions (or a complete copy) would (or, as the case might be, would have been) be disclosed and delivered to:

- the Seller;
- any person(s) noting an interest in purchasing the Property from the Seller;
- any person(s) who make(s) (or on whose behalf is made) an offer to purchase the Property, whether or not that offer is accepted by the Seller;
- the Purchaser; and
- the professional advisers of any of these.

The Surveyors acknowledge that their duty of skill and care in relation to the Report is owed to the Seller and to the Purchaser. The Surveyors accept no responsibility or liability whatsoever in relation to the Report to persons other than the Seller and the Purchaser. The Seller and Purchaser should be aware that if a Lender seeks to rely on this Report they do so at their own risk. In particular, the Surveyors accept no responsibility or liability whatsoever to any Lender in relation to the Report. Any such Lender relies upon the Report entirely at their own risk.

1.4 GENERIC MORTGAGE VALUATION REPORT

The Surveyors undertake to the Seller that they will prepare a generic Mortgage Valuation Report, which will be issued along with the Single Survey. It is the responsibility of the Seller to ensure that the generic Mortgage Valuation Report is provided to every potential Purchaser.

1.5 TRANSCRIPT MORTGAGE VALUATION FOR LENDING PURPOSES

The Surveyors undertake that on being asked to do so by a prospective purchaser, or his/her professional advisor or Lender, they will prepare a Transcript Mortgage Valuation Report for Lending Purposes on terms and conditions to be agreed between the Surveyors and Lender and solely for the use of the Lender and upon which the Lender may rely. The decision as to whether finance will be provided is entirely a matter for the Lender. The Transcript Mortgage Valuation Report will be prepared from information contained in the Report and the generic Mortgage Valuation Report.²

1.6 INTELLECTUAL PROPERTY

All intellectual property rights whatsoever (including copyright) in and to the Report, excluding the headings and rubrics, are the exclusive property of the Surveyors and shall remain their exclusive property unless

² Which shall be in accordance with the current RICS Valuation Standards (The Red Book) and RICS Rules of Conduct

Terms and Conditions

they assign the same to any other party in writing.

1.7 PAYMENT

The Surveyors are entitled to refrain from delivering the Report to anyone until the fee and other charges for it notified to the Seller have been paid. Additional fees will be charged for subsequent inspections and Reports.

1.8 CANCELLATION

The Seller will be entitled to cancel the inspection by notifying the Surveyor's office at any time before the day of the inspection.

The Surveyor will be entitled not to proceed with the inspection (and will so report promptly to the Seller) if after arriving at the property, the Surveyor concludes that it is of a type of construction of which the Surveyor has insufficient specialist knowledge to be able to provide the inspection satisfactorily. The Surveyor will also be entitled not to proceed if after arriving at the property, the surveyor concludes that the property is exempt under Part 3 of The Housing (Scotland) Act 2006 as detailed in the (Prescribed Documents) Regulations 2008. If there is a potential threat to their health or personal safety, the inspection may be postponed or cancelled, at the Surveyor's discretion.

In the case of cancellation or the inspection not proceeding, the Surveyor will refund any fees paid by the Seller for the inspection and Report, except for expenses reasonably incurred and any fee due in light of the final paragraph of this section.

In the case of cancellation by the Seller, for whatever reason, after the inspection has taken place but before a written report is issued, the Surveyor will be entitled to raise an invoice equivalent to 80% of the agreed fee.

1.9 PRECEDENCE

If there is any incompatibility between these Terms and Conditions and the Report, these Terms and Conditions take precedence.

1.1 DEFINITIONS

- the "Lender" is the party who has provided or intends or proposes to provide financial assistance to the Purchaser towards the purchase of the Property and in whose favour a standard security will be granted over the Property;
- the "Transcript Mortgage Valuation Report for Lending Purposes" means a separate report, prepared by the Surveyor, prepared from information in the Report and the generic Mortgage Valuation Report, but in a style and format required by the Lender. The Transcript Mortgage Valuation Report for Lending Purposes will be prepared with the skill and care reasonably to be expected from a surveyor who is a member of the Royal Institution of Chartered Surveyors and who is competent to survey, value and report on the Property;
- the "Generic Mortgage Valuation Report" means a separate report, prepared by the Surveyor from information in the Report but in the Surveyor's own format;
- the "Market Value" is the estimated amount for which a property should exchange on the date of valuation between a willing buyer and a willing seller in an arm's-length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion;
- the "Property" is the property which forms the subject of the Report;

Terms and Conditions

- the "Purchaser" is the person (or persons) who enters into a contract to buy the Property from the Seller;
- a "prospective Purchaser" is anyone considering buying the Property;
- the "Report" is the report, of the kind described in Part 2 of these Terms and Conditions and in the form set out in part 1 of Schedule 1 of the Housing (Scotland) Act 2006 (Prescribed Documents) Regulations 2008;
- the "Seller" is/are the proprietor(s) of the Property;
- the "Surveyor" is the author of the Report on the Property; and
- the "Surveyors" are the firm or company of which the Surveyor is an employee, director, member or partner (unless the Surveyor is not an employee, director, member or partner, when the "Surveyors" means the Surveyor) whose details are set out at the head of the Report.
- the "Energy Report" is the advice given by the accredited Energy Company, based on information collected by the Surveyor during the Inspection, and also includes an Energy Performance Certificate, in a Government approved format.

PART 2 - DESCRIPTION OF THE REPORT

2.1 THE SERVICE

The Single Survey is a Report by an independent Surveyor, prepared in an objective way regarding the condition and value of the Property on the day of the inspection, and who is a member of the Royal Institution of Chartered Surveyors. It includes an Energy Report as required by Statute and this is in the format of the accredited Energy Company. In addition, the Surveyor has agreed to supply a generic Mortgage Valuation Report.

2.2 THE INSPECTION

The Inspection is a general surface examination of those parts of the Property which are accessible: in other words, *visible and readily available for examination from ground and floor levels, without risk of causing damage to the Property or injury to the Surveyor.*

All references to visual inspection refer to an inspection from within the property at floor level and from ground level within the site and adjoining public areas, without the need to move any obstructions. Any references to left or right are taken facing the front of the property.

The Inspection is carried out with the Seller's permission, without causing damage to the building or contents. Furniture, stored items and insulation are not moved.

Unless identified in the report the Surveyor will assume that no harmful or hazardous materials have been used in the construction. The presence or possible consequences of any site contamination will not be researched.

The Surveyor will not carry out an asbestos inspection, and will not be acting as an asbestos inspector in completing a Single Survey of properties that may fall within the Control of Asbestos in the Workplace Regulations. In the case of flats it will be assumed that there is a duty holder, as defined in the Regulations and that a Register of Asbestos and effective Management Plan is in place, which does not require any expenditure, or pose a significant risk to health. No enquiry of the duty holder will be made.

2.3 THE REPORT

The Report will be prepared by the Surveyor who carried out the property inspection and will describe various aspects of the property as defined by the headings of the Single Survey report with the comments being general and unbiased. The report on the location, style and condition of the property, will be concise and will be restricted to matters that could have a material effect upon value and will omit items that, in the Surveyor's opinion, are not significant. If certain minor matters are mentioned, it should not be interpreted that the property is free of any other minor defects.

Throughout the Report, the following repair categories will be used to give an overall opinion of the state of repair and condition of the property.

- 1 Category 3: Urgent repairs or replacement are needed now. Failure to deal with them may cause problems to other parts of the property or cause a safety hazard. Estimates for repairs or replacement are needed now.
- 2 Category 2: Repairs or replacement requiring future attention, but estimates are still advised.
- 3 Category 1: No immediate action or repair is needed.

WARNING: If left unattended, even for a relatively short period, Category 2 repairs can rapidly develop into more serious Category 3 repairs. The existence of Category 2 or Category 3 repairs may have an adverse effect on marketability, value and the sale price ultimately achieved for the property. This is particularly true during slow market conditions when the effect can be considerable.

Parts of the property, which cannot be seen or accessed, will not be reported upon and this will be stated. If the Surveyor suspects that a defect may exist within an unexposed area and which could have a material effect upon the value, he may recommend further investigation by specialist contractors.

2.4 SERVICES

Surveyors are not equipped or qualified to test the services and therefore no comment can be interpreted as implying that the design, installation and function of the services are in accordance/compliance with regulations, safety and efficiency expectations. However, comment is made where there is cause to suspect significant defects or shortcomings with the installations. No tests are made of any services or appliances.

2.5 ACCESSIBILITY

A section is included to help identify the basic information interested parties need to know to decide whether to view a property.

2.6 ENERGY REPORT

A section is included that makes provision for an Energy Report, relative to the property. The Surveyor will collect physical data from the property and provide such data in a format required by an accredited Energy Company. The Surveyor cannot of course accept liability for any advice given by the Energy Company.

2.7 VALUATION AND CONVEYANCER ISSUES

The last section of the Report contains matters considered relevant to the Conveyancer (Solicitor). It also contains the Surveyor's opinion both of the market value of the property and of the re-instatement cost, as defined below.

"Market Value" The estimated amount for which a property should exchange on the date of valuation between a willing buyer and a willing seller in an arm's-length transaction after proper marketing wherein

Terms and Conditions

the parties had each acted knowledgeably, prudently and without compulsion. In arriving at the opinion of the Market Value the Surveyor also makes various standard assumptions covering, for example, vacant possession; tenure and other legal considerations; contamination and hazardous materials; the condition of un-inspected parts; the right to use mains services; and the exclusion of curtains, carpets etc. from the valuation. In the case of flats, the following further assumptions are made that:

- There are rights of access and exit over all communal roadways, corridors, stairways etc. and to use communal grounds, parking areas, and other facilities;
- There are no particularly troublesome or unusual legal restrictions;
- There is no current dispute between the occupiers of the flats or any outstanding claims or losses; and the costs of repairs to the building are shared among the co-proprietors on an equitable basis.

Any additional assumption, or any found not to apply, is reported.

"Re-instatement cost" *is an estimate for insurance purposes of the current cost of rebuilding the Property in its present form* unless otherwise stated. This includes the cost of rebuilding the garage and permanent outbuildings, site clearance and professional fees, but excludes VAT (except on the fees).

Sellers or prospective Purchasers may consider it prudent to instruct a reinspection and revaluation after a period of 12 weeks (or sooner if appropriate) to reflect changing circumstances in the market and/or in the physical condition of the Property.

1. Information and scope of inspection

This section tells you about the type, accommodation, neighbourhood, age and construction of the property. It also tells you about the extent of the inspection and highlights anything that the surveyor could not inspect.

All references to visual inspection refer to an inspection from within the property without moving any obstructions and externally from ground level within the site and adjoining public areas. Any references to left or right in a description of the exterior of the property refer to the view of someone standing facing that part of the property from the outside.

The inspection is carried out without causing damage to the building or its contents and without endangering the occupiers or the surveyor. Heavy furniture, stored items and insulation are not moved. Unless identified in the report the surveyor will assume that no harmful or hazardous materials or techniques have been used in the construction. The presence or possible consequences of any site contamination will not be researched.

Services such as TV/cable connection, internet connection, swimming pools and other leisure facilities etc. will not be inspected or reported on.

Description	The subjects form a main door ground floor flat within a two storey block.
Accommodation	GROUND FLOOR - Vestibule, hall, living room, kitchen, two bedrooms and bathroom.
Gross internal floor area (m²)	Approximately 77 sq/m.
Neighbourhood and location	The property is situated within a predominantly residential area within central Dunbar. There are good local amenities available including public transport links.
Age	Built circa 1880.
Weather	Dry and sunny.
Chimney stacks	Visually inspected with the aid of binoculars where appropriate. The chimney stacks are of brickwork and rendered masonry. The stacks were not fully visible from ground level.
Roofing including roof space	Sloping roofs were visually inspected with the aid of binoculars where appropriate. Flat roofs were visually inspected from vantage points within the property and where safe and reasonable to do so from a 3m ladder externally. The front part of the building has a pitched roof with a slate covering. The rear part has a flat felt platform. There are no roof voids pertaining to the subject flat.

Single Survey

Rainwater fittings	Visually inspected with the aid of binoculars where appropriate. Rainwater fittings are of cast iron.
Main walls	Visually inspected with the aid of binoculars where appropriate. Foundations and concealed parts were not exposed or inspected. The main walls are of solid stonework.
Windows, external doors and joinery	Internal and external doors were opened and closed where keys were available. Random windows were opened and closed where possible. Doors and windows were not forced open. The property is partially double glazed. The front windows are double glazed, in a sash and case style and are encased within PVC. The windows serving the living room are single glazed, in a sash and cased style and are encased within timber. These windows have secondary glazing. The kitchen window is single glazed, in a pivot style and also encased within timber. The front door is of PVC with a double glazed panel whilst the rear door is of metal with a double glazed panel.
External decorations	Visually inspected. The external timberwork, rear elevation and rainwater goods have been painted.
Conservatories / porches	There are none.
Communal areas	There are none.
Garages and permanent outbuildings	There are none.
Outside areas and boundaries	Visually inspected. The property has private garden ground over two levels to the rear. Boundaries are formed in stone and brick walls and timber fencing.
Ceilings	Visually inspected from floor level. The ceilings appear to be of plasterboard although it is possible some are of lath and plaster.

Single Survey

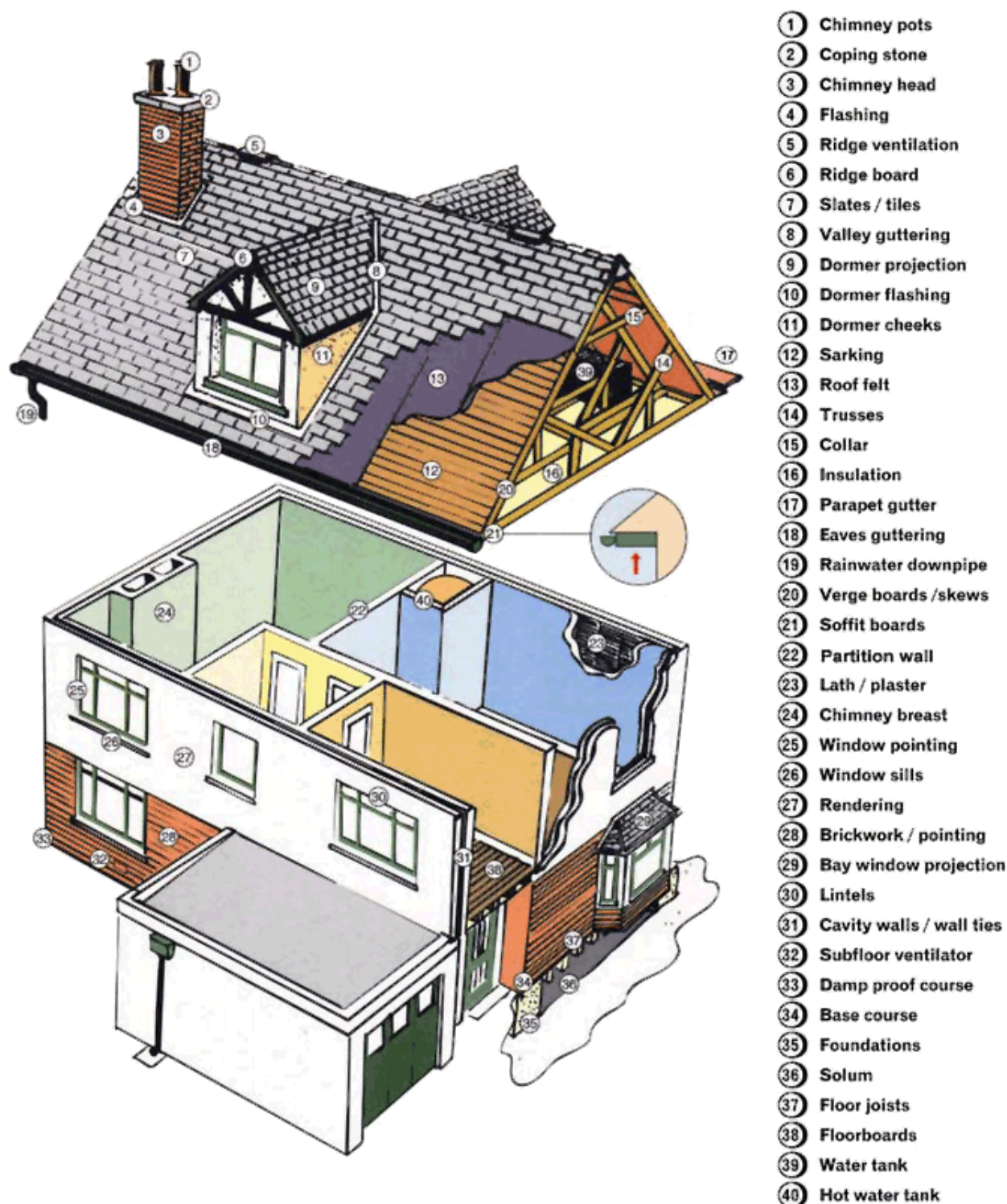
Internal walls	Visually inspected from floor level. Using a moisture meter, walls were randomly tested for dampness where considered appropriate. The internal walls are a mixture of 'plasterboard' and 'hard plaster lined'.
Floors including sub floors	Flooring is a mixture of solid construction and suspended timber. No sub-floor inspection was possible due to a lack of access.
Internal joinery and kitchen fittings	Built-in cupboards were looked into but no stored items were moved. Kitchen units were visually inspected excluding appliances. The internal joinery is of painted timberwork. There is a selection of wall and floor mounted units located within the kitchen.
Chimney breasts and fireplaces	There are none open and in use.
Internal decorations	Visually inspected. Walls and ceilings throughout the property have been painted. There are also some tiled finishes.
Cellars	There are none.
Electricity	Accessible parts of the wiring were visually inspected without removing fittings. No tests whatsoever were carried out to the system or appliances. Visual inspection does not assess any services to make sure they work properly and efficiently and meet modern standards. If any services are turned off, the surveyor will state that in the report and will not turn them on. The property is connected to the mains electricity supply. Visible wiring was seen to be encased within PVC. There is a circuit breaker board and electricity meter located within the south bedroom below the window.
Gas	Accessible parts of the system were visually inspected without removing fittings. No tests whatsoever were carried out to the system or appliances. Visual inspection does not assess any services to make sure they work properly and efficiently and meet modern standards. If any services are turned off, the surveyor will state that in the report and will not turn them on. The property is connected to the mains gas supply. The meter is located below the window in the north bedroom.

Single Survey

Water, plumbing, bathroom fittings	Visual inspection of the accessible pipework, water tanks, cylinders and fittings without removing any insulation. No tests whatsoever were carried out to the system or appliances. The property is connected to the mains water supply. Visible pipework was seen to be of copper or PVC. The bathroom houses a white three piece suite with an electric shower over the bath.
Heating and hot water	Accessible parts of the system were visually inspected apart from communal systems, which were not inspected. No tests whatsoever were carried out to the system or appliances. The property has gas fired central heating. An Alpha combi boiler, located within the kitchen, serves panel radiators and provides hot water.
Drainage	Drainage covers etc were not lifted. Neither drains nor drainage systems were tested. Drainage is assumed to be to the mains public sewer.
Fire, smoke and burglar alarms	Visually inspected. No tests whatsoever were carried out to the system or appliances. Smoke, heat and carbon monoxide alarms were noted. There is now a requirement in place for compliant interlinked fire, smoke and heat detectors in residential properties. The new fire smoke and alarm standard came into force in Scotland in February 2022, requiring a smoke alarm to be installed in the room most frequently used for living purposes and in every circulation space on each floor. A heat alarm also requires to be installed in each kitchen. The alarms need to be ceiling mounted and interlinked. Where there is a carbon fuelled appliance such as a boiler, open fire or wood burner etc. a carbon monoxide detector is also required. The surveyor will only comment on the presence of a smoke detector etc, but will not test them, ascertain if they are in working order, interlinked and / or fully compliant with the fire and smoke alarm standard that was introduced in 2022.
Any additional limits to inspection	For flats / maisonettes Only the subject flat and internal communal areas giving access to the flat were inspected. If the roof space or under-building / basement is communal, reasonable and safe access is not always possible. If no inspection was possible, this will be stated. If no inspection was possible, the surveyor will assume that there are no

Any additional limits to inspection	defects that will have a material effect on the valuation. The building containing the flat, including any external communal areas, was visually inspected only to the extent that the surveyor is able to give an opinion on the general condition and standard of maintenance. The inspection was limited due to fitted floor coverings. An inspection for Japanese Knotweed was not carried out. This is a plant which is subject to controlled regulation, is considered to be invasive and one which can render a property unsuitable for some mortgage lenders. It is therefore assumed that there is no Japanese Knotweed within the boundaries of the property or its neighbouring property. Identification of Japanese Knotweed is best undertaken by a specialist contractor. If it exists, removal must be undertaken in a controlled manner by a specialist contractor. This can prove to be expensive.
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Sectional Diagram showing elements of a typical house



Reference may be made in this report to some or all of the above component parts of the property. This diagram may assist you in locating and understanding these items.

Single Survey

2. Condition

This section identifies problems and tells you about the urgency of any repairs by using one of the following three categories:

Category 3	Category 2	Category 1
Urgent repairs or replacement are needed now. Failure to deal with them may cause problems to other parts of the property or cause a safety hazard. Estimates for repairs or replacement are needed now.	Repairs or replacement requiring future attention, but estimates are still advised.	No immediate action or repair is needed.



Structural movement

Repair category	1
Notes	There has potentially been slight structural movement in the past, however, from the benefit of a single inspection this would appear to be old and non-continuous.



Dampness, rot and infestation

Repair category	3
Notes	Elevated moisture meter readings were obtained within the bedrooms, the living room and the kitchen. The vendor has obtained a quote from a specialist company to treat these areas and the quote is attached to this Home Report.



Chimney stacks

Repair category	2
Notes	Cracked and damaged rendering was noted, particularly to the north stack. Vegetation growth was also evident in places.



Roofing including roof space

Repair category	2
Notes	The felt platform roof was noted to be slightly weathered. There is vegetation growth to the front skewes. Roofs are prone to water penetration during adverse weather but it is not always possible for surveyors to identify this likelihood in good or dry weather. All roofs should be inspected and repaired by a reputable tradesmen on an annual basis and especially after storms.

Single Survey



Rainwater fittings

Repair category	2
Notes	Corrosion and vegetation growth were noted to the rainwater goods.



Main walls

Repair category	2
Notes	A few external cracks were noted to the main walls. Some of these have been filled but not all.



Windows, external doors and joinery

Repair category	2
Notes	Chipped and softening timberwork was noted to the timber windows. There is a cracked pane of glass to a living room window. Whilst there was no obvious defect on the date of our inspection, it should be appreciated that double-glazed sealed units do have a limited life expectancy and defective seals can lead to condensation between the panes, necessitating in replacement of the units. This can sometimes only be obvious during adverse weather conditions.



External decorations

Repair category	2
Notes	Weathered paintwork was noted to the external timberwork, to the rear wall and to sections of the rainwater goods.



Conservatories/porches

Repair category	-
Notes	Not applicable.



Communal areas

Repair category	-
Notes	Not applicable.



Garages and permanent outbuildings

Repair category	-
Notes	Not applicable.



Outside areas and boundaries

Repair category	2
Notes	The boundary walls are weathered and damaged in places. It is likely that the rearmost wall requires shoring up and the purchaser should have this checked. The wall supporting the upper garden level is also weathered and damaged. The timber safety fencing to the upper level is inadequate.



Ceilings

Repair category	1
Notes	No significant defects were noted.



Internal walls

Repair category	1
Notes	The odd plaster crack was noted.



Floors including sub-floors

Repair category	1
Notes	No significant defects were noted although two or three of the kitchen floor tiles have been cut.



Internal joinery and kitchen fittings

Repair category	2
Notes	Wear and tear was noted to the internal joinerwork and to the kitchen worksurface. It would appear that internal glazed doors do not contain safety glass. There are no panels to hide the gas meter.



Chimney breasts and fireplaces

Repair category	-
Notes	Not applicable.



Internal decorations

Repair category	2
Notes	Some wear and tear was noted to the internal decorations, including to the kitchen ceiling.



Cellars

Repair category	-
Notes	Not applicable.



Electricity

Repair category	2
Notes	There is exposed wiring to the bathroom ceiling and this should be checked by an electrician. We could find no way of turning on the bathroom light. It is possible that the pull cord has been removed, hence the exposed wiring. The trade bodies governing electrical installations currently advise that these should be tested prior to a change of occupancy and, thereafter, at least once every five years, by a competent Electrician. The electrical wiring system should therefore be checked, tested and upgraded if necessary by an NIC/EIC Registered electrician. Any recommendations made with regard to the safety of the installation should be undertaken.



Gas

Repair category	1
Notes	No significant defects were noted. The trade bodies governing gas installations currently advise that these should be tested prior to a change of occupancy and, thereafter, at least once per year, by a Gas Safe Registered Contractor. The gas system should therefore be checked and tested by a Gas Safe registered contractor.



Water, plumbing and bathroom fittings

Repair category	2
Notes	There is no extractor fan within the bathroom and it would appear that the skylight cannot be opened. There is mouldy sealant around the bath and the basin. The bath panelling is untidy. There are small chips within the bath.



Heating and hot water

Repair category	1
Notes	No significant defects were noted. The pipework for the heating is not all boxed in. It has been assumed that the heating installation has been regularly serviced and recent service history records will be made available. This should be checked by the conveyancer.



Drainage

Repair category	1
Notes	No significant defects were noted.

Single Survey

Set out below is a summary of the condition of the property which is provided for reference only. You should refer to the previous comments for detailed information.

Structural movement	1
Dampness, rot and infestation	3
Chimney stacks	2
Roofing including roof space	2
Rainwater fittings	2
Main walls	2
Windows, external doors and joinery	2
External decorations	2
Conservatories/porches	-
Communal areas	-
Garages and permanent outbuildings	-
Outside areas and boundaries	2
Ceilings	1
Internal walls	1
Floors including sub-floors	1
Internal joinery and kitchen fittings	2
Chimney breasts and fireplaces	-
Internal decorations	2
Cellars	-
Electricity	2
Gas	1
Water, plumbing and bathroom fittings	2
Heating and hot water	1
Drainage	1

Category 3

Urgent repairs or replacement are needed now. Failure to deal with them may cause problems to other parts of the property or cause a safety hazard. Estimates for repairs or replacement are needed now.

Category 2

Repairs or replacement requiring future attention, but estimates are still advised.

Category 1

No immediate action or repair is needed.

Remember

The cost of repairs may influence the amount someone is prepared to pay for the property. We recommend that relevant estimates and reports are obtained in your own name.

Warning

If left unattended, even for a relatively short period, Category 2 repairs can rapidly develop into more serious Category 3 repairs. The existence of Category 2 or Category 3 repairs may have an adverse effect on marketability, value and the sale price ultimately achieved for the property. This is particularly true during slow market conditions where the effect can be considerable.

3. Accessibility information

Guidance notes on accessibility information

Three steps or fewer to a main entrance door of the property:

In flatted developments the 'main entrance' would be the flat's own entrance door, not the external door to the communal stair. The 'three steps or fewer' are counted from external ground level to the flat's entrance door. Where a lift is present, the count is based on the number of steps climbed when using the lift.

Unrestricted parking within 25 metres:

For this purpose, 'Unrestricted parking' includes parking available by means of a parking permit. Restricted parking includes parking that is subject to parking restrictions, as indicated by the presence of solid yellow, red or white lines at the edge of the road or by a parking control sign, parking meters or other coin-operated machines.

1. Which floor(s) is the living accommodation on?	Ground floor.	
2. Are there three steps or fewer to a main entrance door of the property?	Yes ☒	No ☐
3. Is there a lift to the main entrance door of the property?	Yes ☐	No ☒
4. Are all door openings greater than 750mm?	Yes ☐	No ☒
5. Is there a toilet on the same level as the living room and kitchen?	Yes ☐	No ☒
6. Is there a toilet on the same level as a bedroom?	Yes ☐	No ☒
7. Are all rooms on the same level with no internal steps or stairs?	Yes ☐	No ☒
8. Is there unrestricted parking within 25 metres of an entrance door to the building?	Yes ☒	No ☐

4. Valuation and conveyancer issues

This section highlights information that should be checked with a solicitor or licensed conveyancer. It also gives an opinion of market value and an estimated reinstatement cost for insurance purposes.

Matters for a solicitor or licensed conveyancer

The property has replacement windows to the front. Our valuation assumes that any necessary paperwork has been obtained.

The property is situated within a Conservation Area.

Normal maintenance is not treated as a repair for the purposes of the Single Survey. When a Category 1 rating is used this means that the building must continue to be maintained in the normal way. It is recommended that where repairs, defects or maintenance items have been identified within this report that interested parties make appropriate enquiries in order to satisfy themselves of potential costs or the extent of works required prior to submitting a legal offer to purchase.

Estimated reinstatement cost for insurance purposes

The estimated reinstatement cost for insurance purposes is £455,000 (Four Hundred and Fifty Five Thousand Pounds Sterling).

This figure is an opinion of an appropriate sum for which the property and substantial outbuildings should be insured against total destruction, on a reinstatement basis, assuming reconstruction of the property in its existing design and materials. Finishings and fittings have not been included. No allowance has been included for inflation during the insurance period or during reconstruction and no allowance has been made for VAT, other than on professional fees. Further discussion with your insurers is advised. The figure should be reviewed annually and in light of any future alterations or additions.

Valuation and market comments

The market value of the property described in the report is £155,000 (One Hundred and Fifty Five Thousand Pounds Sterling).

This figure assumes vacant possession and that the property is unaffected by any adverse planning proposals, onerous burdens, title restrictions or servitude rights.

Signed

Security Print Code [505708 = 9797]
Electronically signed

Report author

Simon Breeze

Company name

Allied Surveyors Scotland Ltd

Address

21 Church Street, Haddington, EH41 3EX

Single Survey

Date of report	19th August 2024
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Mortgage Valuation Report



Property Address

Address 12a Church Street, DUNBAR, EH42 1HA
Seller's Name Mr Masson
Date of Inspection 31st July 2024

Property Details

Property Type ☐ House ☐ Bungalow ☐ Chalet ☐ Purpose built maisonette
☐ Coach ☐ Studio ☐ Converted maisonette ☒ Purpose built flat
☐ Converted flat ☐ Tenement flat ☐ Flat over non-residential use ☐ Other (specify in General Remarks)

Property Style ☐ Detached ☐ Semi detached ☐ Mid terrace ☐ End terrace
☐ Back to back ☐ High rise block ☒ Low rise block ☐ Other (specify in General Remarks)

Does the surveyor believe that the property was built for the public sector, e.g. local authority, military, police?

☐ Yes ☒ No

Flats/Maisonettes only Floor(s) on which located No. of floors in block Lift provided? ☐ Yes ☐ No
No. of units in block

Approximate Year of Construction

Tenure

☒ Absolute Ownership ☐ Leasehold Ground rent £ Unexpired years

Accommodation

Number of Rooms Living room(s) Bedroom(s) Kitchen(s)
 Bathroom(s) WC(s) Other (Specify in General remarks)

Gross Floor Area (excluding garages and outbuildings) m² (Internal) m² (External)

Residential Element (greater than 40%) ☒ Yes ☐ No

Garage / Parking / Outbuildings

☐ Single garage ☐ Double garage ☐ Parking space ☒ No garage / garage space / parking space
Available on site? ☐ Yes ☐ No

Permanent outbuildings:

None.

Mortgage Valuation Report

Construction

Walls ☐ Brick ☒ Stone ☐ Concrete ☐ Timber frame
☐ Solid ☐ Cavity ☐ Steel frame ☐ Concrete block ☐ Other (specify in General Remarks)

Roof ☐ Tile ☒ Slate ☐ Asphalt ☒ Felt
☐ Lead ☐ Zinc ☐ Artificial slate ☐ Flat glass fibre ☐ Other (specify in General Remarks)

Special Risks

Has the property suffered structural movement? ☒ Yes ☐ No
If Yes, is this recent or progressive? ☐ Yes ☒ No
Is there evidence, history, or reason to anticipate subsidence, heave, landslip or flood in the immediate vicinity? ☐ Yes ☒ No
If Yes to any of the above, provide details in General Remarks.

Service Connection

Based on visual inspection only. If any services appear to be non-mains, please comment on the type and location of the supply in General Remarks.

Drainage ☒ Mains ☐ Private ☐ None Water ☒ Mains ☐ Private ☐ None
Electricity ☒ Mains ☐ Private ☐ None Gas ☒ Mains ☐ Private ☐ None
Central Heating ☒ Yes ☐ Partial ☐ None

Brief description of Central Heating:

Gas fired boiler serving panel radiators.

Site

Apparent legal issues to be verified by the conveyancer. Please provide a brief description in General Remarks.

☐ Rights of way ☐ Shared drives / access ☐ Garage or other amenities on separate site ☐ Shared service connections
☐ Agricultural land included with property ☐ Ill-defined boundaries ☐ Other (specify in General Remarks)

Location

☐ Residential suburb ☒ Residential within town / city ☐ Mixed residential / commercial ☐ Mainly commercial
☐ Commuter village ☐ Remote village ☐ Isolated rural property ☐ Other (specify in General Remarks)

Planning Issues

Has the property been extended / converted / altered? ☒ Yes ☐ No

If Yes provide details in General Remarks.

Roads

☒ Made up road ☐ Unmade road ☐ Partly completed new road ☐ Pedestrian access only ☐ Adopted ☐ Unadopted

Mortgage Valuation Report

General Remarks

The property is situated within a predominantly residential area within central Dunbar. There are good local amenities available including public transport links.

The property would now benefit from some modernisation and upgrading. In addition to this, dampness was noted within parts of the property. A quote from a specialist company is attached to this report.

The property has replacement windows to the front. Our valuation assumes that any necessary paperwork has been obtained.

The property is situated within a Conservation Area.

Normal maintenance is not treated as a repair for the purposes of the Single Survey. When a Category 1 rating is used this means that the building must continue to be maintained in the normal way. It is recommended that where repairs, defects or maintenance items have been identified within this report that interested parties make appropriate enquiries in order to satisfy themselves of potential costs or the extent of works required prior to submitting a legal offer to purchase.

Essential Repairs

Elimination of dampness.

Estimated cost of essential repairs £ Retention recommended? ☐ Yes ☐ No Amount £

Mortgage Valuation Report

Comment on Mortgageability

The property will provide suitable security for normal lending purposes although as lenders' requirements differ you should confirm with your mortgage provider that the property meets their lending criteria.

Valuations

Market value in present condition £ 155,000

Market value on completion of essential repairs £

Insurance reinstatement value £ 455,000
(to include the cost of total rebuilding, site clearance, professional fees, ancillary charges plus VAT)

Is a reinspection necessary? ☐ Yes ☒ No

Buy To Let Cases

What is the reasonable range of monthly rental income for the property assuming a letting on a 6 month Short Assured Tenancy basis? £

Is the property in an area where there is a steady demand for rented accommodation of this type? ☐ Yes ☐ No

Declaration

Signed Security Print Code [505708 = 9797]
Electronically signed by:-

Surveyor's name Simon Breeze

Professional qualifications MA (Hons) MSc, MRICS

Company name Allied Surveyors Scotland Ltd

Address 21 Church Street, Haddington, EH41 3EX

Telephone 01620 825585

Fax

Report date 19th August 2024

Energy Performance Certificate (EPC)

Scotland

Dwellings

12A CHURCH STREET, DUNBAR, EH42 1HA

Dwelling type: Ground-floor flat
Date of assessment: 31 July 2024
Date of certificate: 31 July 2024
Total floor area: 77 m²
Primary Energy Indicator: 268 kWh/m²/year

Reference number: 7094-1001-8203-2694-2204
Type of assessment: RdSAP, existing dwelling
Approved Organisation: Elmhurst
Main heating and fuel: Boiler and radiators, mains gas

You can use this document to:

- Compare current ratings of properties to see which are more energy efficient and environmentally friendly
- Find out how to save energy and money and also reduce CO₂ emissions by improving your home

Estimated energy costs for your home for 3 years*

£4,542

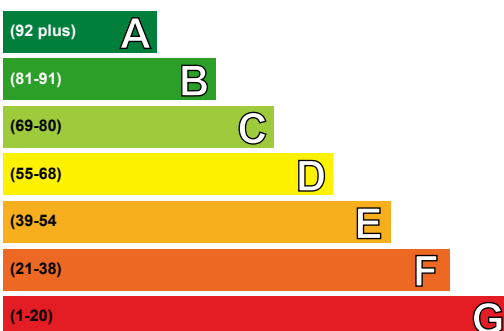
See your recommendations report for more information

Over 3 years you could save*

£2,031

* based upon the cost of energy for heating, hot water, lighting and ventilation, calculated using standard assumptions

Very energy efficient - lower running costs



Current	Potential
64	78

Energy Efficiency Rating

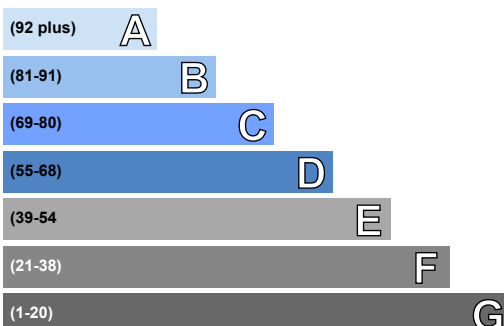
This graph shows the current efficiency of your home, taking into account both energy efficiency and fuel costs. The higher this rating, the lower your fuel bills are likely to be.

Your current rating is **band D (64)**. The average rating for EPCs in Scotland is **band D (61)**.

The potential rating shows the effect of undertaking all of the improvement measures listed within your recommendations report.

Not energy efficient - higher running costs

Very environmentally friendly - lower CO₂ emissions



Current	Potential
62	81

Environmental Impact (CO₂) Rating

This graph shows the effect of your home on the environment in terms of carbon dioxide (CO₂) emissions. The higher the rating, the less impact it has on the environment.

Your current rating is **band D (62)**. The average rating for EPCs in Scotland is **band D (59)**.

The potential rating shows the effect of undertaking all of the improvement measures listed within your recommendations report.

Not environmentally friendly - higher CO₂ emissions

Top actions you can take to save money and make your home more efficient

Recommended measures	Indicative cost	Typical savings over 3 years
1 Flat roof or sloping ceiling insulation	£850 - £1,500	£1044.00
2 Internal or external wall insulation	£4,000 - £14,000	£576.00
3 Floor insulation (suspended floor)	£800 - £1,200	£243.00

A full list of recommended improvement measures for your home, together with more information on potential cost and savings and advice to help you carry out improvements can be found in your recommendations report.

To find out more about the recommended measures and other actions you could take today to stop wasting energy and money, visit greenerscotland.org or contact Home Energy Scotland on 0808 808 2282.

THIS PAGE IS THE ENERGY PERFORMANCE CERTIFICATE WHICH MUST BE AFFIXED TO THE DWELLING AND NOT BE REMOVED UNLESS IT IS REPLACED WITH AN UPDATED CERTIFICATE

Summary of the energy performance related features of this home

This table sets out the results of the survey which lists the current energy-related features of this home. Each element is assessed by the national calculation methodology; 1 star = very poor (least efficient), 2 stars = poor, 3 stars = average, 4 stars = good and 5 stars = very good (most efficient). The assessment does not take into consideration the condition of an element and how well it is working. 'Assumed' means that the insulation could not be inspected and an assumption has been made in the methodology, based on age and type of construction.

Element	Description	Energy Efficiency	Environmental
Walls	Sandstone or limestone, as built, no insulation (assumed)	★☆☆☆☆	★☆☆☆☆
Roof	(another dwelling above) Flat, no insulation (assumed)	— ★☆☆☆☆	— ★☆☆☆☆
Floor	Suspended, no insulation (assumed) Solid, no insulation (assumed)	— —	— —
Windows	Partial double glazing	★★★★☆☆	★★★★☆☆
Main heating	Boiler and radiators, mains gas	★★★★★☆☆	★★★★★☆☆
Main heating controls	Programmer, room thermostat and TRVs	★★★★★☆☆	★★★★★☆☆
Secondary heating	Room heaters, electric	—	—
Hot water	From main system	★★★★★☆☆	★★★★★☆☆
Lighting	Low energy lighting in all fixed outlets	★★★★★★★	★★★★★★★

The energy efficiency rating of your home

Your Energy Efficiency Rating is calculated using the standard UK methodology, RdSAP. This calculates energy used for heating, hot water, lighting and ventilation and then applies fuel costs to that energy use to give an overall rating for your home. The rating is given on a scale of 1 to 100. Other than the cost of fuel for electrical appliances and for cooking, a building with a rating of 100 would cost almost nothing to run.

As we all use our homes in different ways, the energy rating is calculated using standard occupancy assumptions which may be different from the way you use it. The rating also uses national weather information to allow comparison between buildings in different parts of Scotland. However, to make information more relevant to your home, local weather data is used to calculate your energy use, CO₂ emissions, running costs and the savings possible from making improvements.

The impact of your home on the environment

One of the biggest contributors to global warming is carbon dioxide. The energy we use for heating, lighting and power in our homes produces over a quarter of the UK's carbon dioxide emissions. Different fuels produce different amounts of carbon dioxide for every kilowatt hour (kWh) of energy used. The Environmental Impact Rating of your home is calculated by applying these 'carbon factors' for the fuels you use to your overall energy use.

The calculated emissions for your home are 47 kg CO₂/m²/yr.

The average Scottish household produces about 6 tonnes of carbon dioxide every year. Based on this assessment, heating and lighting this home currently produces approximately 3.6 tonnes of carbon dioxide every year. Adopting recommendations in this report can reduce emissions and protect the environment. If you were to install all of these recommendations this could reduce emissions by 1.8 tonnes per year. You could reduce emissions even more by switching to renewable energy sources.

Estimated energy costs for this home

	Current energy costs	Potential energy costs	Potential future savings
Heating	£3,786 over 3 years	£1,749 over 3 years	
Hot water	£456 over 3 years	£459 over 3 years	
Lighting	£300 over 3 years	£303 over 3 years	
Totals	£4,542	£2,511	

These figures show how much the average household would spend in this property for heating, lighting and hot water. This excludes energy use for running appliances such as TVs, computers and cookers, and the benefits of any electricity generated by this home (for example, from photovoltaic panels). The potential savings in energy costs show the effect of undertaking all of the recommended measures listed below.

Recommendations for improvement

The measures below will improve the energy and environmental performance of this dwelling. The performance ratings after improvements listed below are cumulative; that is, they assume the improvements have been installed in the order that they appear in the table. Further information about the recommended measures and other simple actions to take today to save money is available from the Home Energy Scotland hotline which can be contacted on 0808 808 2282. Before carrying out work, make sure that the appropriate permissions are obtained, where necessary. This may include permission from a landlord (if you are a tenant) or the need to get a Building Warrant for certain types of work.

Recommended measures	Indicative cost	Typical saving per year	Rating after improvement	
			Energy	Environment
1 Flat roof or sloping ceiling insulation	£850 - £1,500	£348		
2 Internal or external wall insulation	£4,000 - £14,000	£192		
3 Floor insulation (suspended floor)	£800 - £1,200	£81		
4 Replace single glazed windows with low-E double glazed windows	£3,300 - £6,500	£57		

Choosing the right improvement package

For free and impartial advice on choosing suitable measures for your property, contact the Home Energy Scotland hotline on 0808 808 2282 or go to www.greenerscotland.org.

About the recommended measures to improve your home's performance rating

This section offers additional information and advice on the recommended improvement measures for your home

1 Flat roof or sloping ceiling insulation

Insulating a flat roof or sloping ceiling will significantly reduce heat loss through the roof; this will improve levels of comfort, reduce energy use and lower fuel bills. Insulation can be placed on top of the roof under the waterproof membrane and should particularly be considered when the waterproofing needs to be replaced. Further information about roof insulation and details of local contractors can be obtained from the National Insulation Association (www.nationalinsulationassociation.org.uk). Building regulations generally apply to this work so it is best to check with your local authority building standards department.

2 Internal or external wall insulation

Internal or external wall insulation involves adding a layer of insulation to either the inside or the outside surface of the external walls, which reduces heat loss and lowers fuel bills. As it is more expensive than cavity wall insulation it is only recommended for walls without a cavity, or where for technical reasons a cavity cannot be filled. Internal insulation, known as dry-lining, is where a layer of insulation is fixed to the inside surface of external walls; this type of insulation is best applied when rooms require redecorating. External solid wall insulation is the application of an insulant and a weather-protective finish to the outside of the wall. This may improve the look of the home, particularly where existing brickwork or rendering is poor, and will provide long-lasting weather protection. Further information can be obtained from the National Insulation Association (www.nationalinsulationassociation.org.uk). It should be noted that a building warrant is required for the installation of external wall insulation. Planning permission may also be required and that building regulations apply to external insulation so it is best to check with your local authority on both issues.

3 Floor insulation (suspended floor)

Insulation of a floor will significantly reduce heat loss; this will improve levels of comfort, reduce energy use and lower fuel bills. Suspended floors can often be insulated from below but must have adequate ventilation to prevent dampness; seek advice about this if unsure. Further information about floor insulation is available from many sources including www.energysavingtrust.org.uk/scotland/Insulation/Floor-insulation. Building regulations generally apply to this work so it is best to check with your local authority building standards department.

4 Double glazed windows

Double glazing is the term given to a system where two panes of glass are made up into a sealed unit. Replacing existing single-glazed windows with double-glazed windows will improve comfort in the home by reducing draughts and cold spots near windows. Double-glazed windows may also reduce noise, improve security and combat problems with condensation. Building regulations apply to this work and planning permission may also be required, so it is best to check with your local authority on what standards need to be met. A building warrant is not required if the windows comply with the current requirements.

Low and zero carbon energy sources

Low and zero carbon (LZC) energy sources are sources of energy that release either very little or no carbon dioxide into the atmosphere when they are used. Installing these sources may help reduce energy bills as well as cutting carbon.

LZC energy sources present: There are none provided for this home

Your home's heat demand

In this section, you can see how much energy you might need to heat your home and provide hot water. These are estimates showing how an average household uses energy. These estimates may not reflect your actual energy use, which could be higher or lower. You might spend more money on heating and hot water if your house is less energy efficient. The table below shows the potential benefit of having your loft and walls insulated. Visit <https://energysavingtrust.org.uk/energy-at-home> for more information.

Heat demand	Existing dwelling	Impact of loft insulation	Impact of cavity wall insulation	Impact of solid wall insulation
Space heating (kWh per year)	10,800	N/A	N/A	(1,654)
Water heating (kWh per year)	1,841			

Addendum

This dwelling has stone walls and so requires further investigation to establish whether these walls are of cavity construction and to determine which type of wall insulation is best suited.

About this document

This Recommendations Report and the accompanying Energy Performance Certificate are valid for a maximum of ten years. These documents cease to be valid where superseded by a more recent assessment of the same building carried out by a member of an Approved Organisation.

The Energy Performance Certificate and this Recommendations Report for this building were produced following an energy assessment undertaken by an assessor accredited by Elmhurst (www.elmhurstenergy.co.uk), an Approved Organisation Appointed by Scottish Ministers. The certificate has been produced under the Energy Performance of Buildings (Scotland) Regulations 2008 from data lodged to the Scottish EPC register. You can verify the validity of this document by visiting www.scottishepcregister.org.uk and entering the report reference number (RRN) printed at the top of this page.

Assessor's name:	Mr. Simon Breeze
Assessor membership number:	EES/008265
Company name/trading name:	Allied Surveyors Scotland Ltd
Address:	21 Church Street Haddington EH41 3EX
Phone number:	01620 825585
Email address:	haddington@alliedsurveyors.com
Related party disclosure:	No related party

If you have any concerns regarding the content of this report or the service provided by your assessor you should in the first instance raise these matters with your assessor and with the Approved Organisation to which they belong. All Approved Organisations are required to publish their complaints and disciplinary procedures and details can be found online at the web address given above.

Use of this energy performance information

Once lodged by your EPC assessor, this Energy Performance Certificate and Recommendations Report are available to view online at www.scottishepcregister.org.uk, with the facility to search for any single record by entering the property address. This gives everyone access to any current, valid EPC except where a property has a Green Deal Plan, in which case the report reference number (RRN) must first be provided. The energy performance data in these documents, together with other building information gathered during the assessment is held on the Scottish EPC Register and is available to authorised recipients, including organisations delivering energy efficiency and carbon reduction initiatives on behalf of the Scottish and UK governments. A range of data from all assessments undertaken in Scotland is also published periodically by the Scottish Government. Further information on these matters and on Energy Performance Certificates in general, can be found at www.gov.scot/epc.

Advice and support to improve this property

There is support available, which could help you carry out some of the improvements recommended for this property on page 3 and stop wasting energy and money. For more information, visit [greenerscotland.org](https://www.greenerscotland.org) or contact Home Energy Scotland on 0808 808 2282.

Home Energy Scotland's independent and expert advisors can offer free and impartial advice on all aspects of energy efficiency, renewable energy and more.

HOMEENERGYSCOTLAND.ORG
0808 808 2282
FUNDED BY THE SCOTTISH GOVERNMENT



Property Questionnaire

Property Address	12a Church Street Dunbar EH42 1HA
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Seller(s)	Mr Stuart Masson
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Completion date of property questionnaire	30/07/2024
--	------------

1 Length of ownership

How long have you owned the property?

16 years

2 Council tax

Which Council Tax band is your property in?

B

3 Parking

What are the arrangements for parking at your property?

(Please tick all that apply)

Garage ☐

Allocated parking space ☐

Driveway ☐

Shared parking ☐

On street ☒

Resident permit ☐

Metered parking ☐

Other (please specify)

4 Conservation area

Is your property in a designated Conservation Area (that is an area of special architectural or historical interest, the character or appearance of which it is desirable to preserve or enhance)?

No

5 Listed buildings

Is your property a Listed Building, or contained within one (that is a building recognised and approved as being of special architectural or historical interest)?

No

6 Alterations/additions/extensions

- a.(i) During your time in the property, have you carried out any structural alterations, additions or extensions (for example, provision of an extra bath/shower room, toilet, or bedroom)?

No

If you have answered yes, please describe below the changes which you have made:

- (ii) Did you obtain planning permission, building warrant, completion certificate and other consents for this work?

If you have answered yes, the relevant documents will be needed by the purchaser and you should give them to your solicitor as soon as possible for checking.

If you do not have the documents yourself, please note below who has these documents and your solicitor or estate agent will arrange to obtain them:

- b. Have you had replacement windows, doors, patio doors or double glazing installed in your property?

Yes

If you have answered yes, please answer the three questions below:

- (i) Were the replacements the same shape and type as the ones you replaced?
Yes
- (ii) Did this work involve any changes to the window or door openings?
No
- (iii) Please describe the changes made to the windows doors, or patio doors (with approximate dates when the work was completed):
Front door replaced approximately 4 years ago
Please give any guarantees which you received for this work to your solicitor or estate agent.

7 Central heating

- a. Is there a central heating system in your property?
(Note: a partial central heating system is one which does not heat all the main rooms of the property — the main living room, the bedroom(s), the hall and the bathroom).
Yes
If you have answered yes or partial — what kind of central heating is there?
(Examples: gas-fired, solid fuel, electric storage heating, gas warm air).
Gas fired
If you have answered yes, please answer the three questions below:
 - (i) When was your central heating system or partial central heating system installed?
Approximately 10 years ago.
 - (ii) Do you have a maintenance contract for the central heating system?
No
If you have answered yes, please give details of the company with which you have a maintenance contract:
 - (iii) When was your maintenance agreement last renewed?
(Please provide the month and year).

8 Energy Performance Certificate

Does your property have an Energy Performance Certificate which is less than 10 years old?
No

9 Issues that may have affected your property

- a. Has there been any storm, flood, fire or other structural damage to your property while you have owned it?
No
If you have answered yes, is the damage the subject of any outstanding insurance claim?
- b. Are you aware of the existence of asbestos in your property?
No
If you have answered yes, please give details:

10 Services

Please tick which services are connected to your property and give details of the supplier:

Services	Connected	Supplier
Gas or liquid petroleum gas	☒	Unknown
Water mains or private water supply	☒	Unknown
Electricity	☒	Unknown
Mains drainage	☒	Unknown
Telephone	☐	
Cable TV or satellite	☐	
Broadband	☒	Unknown

b. Is there a septic tank system at your property?

No

(i) Do you have appropriate consents for the discharge from your septic tank?

(ii) Do you have a maintenance contract for your septic tank?

If you have answered yes, please give details of the company with which you have a maintenance contract:

11 Responsibilities for shared or common areas

a. Are you aware of any responsibility to contribute to the cost of anything used jointly, such as the repair of a shared drive, private road, boundary, or garden area?

No

If you have answered yes, please give details:

b. Is there a responsibility to contribute to repair and maintenance of the roof, common stairwell or other common areas?

No

If you have answered yes, please give details:

c. Has there been any major repair or replacement of any part of the roof during the time you have owned the property?

Yes

d. Do you have the right to walk over any of your neighbours' property — for example to put out your rubbish bin or to maintain your boundaries?

No

If you have answered yes, please give details:

e. As far as you are aware, do any of your neighbours have the right to walk over your property, for example to put out their rubbish bin or to maintain their boundaries?

No

If you have answered yes, please give details:

f. As far as you are aware, is there a public right of way across any part of your property? (public right of way is a way over which the public has a right to pass, whether or not the land is privately-owned.)

No

If you have answered yes, please give details:

12 Charges associated with your property

- a. Is there a factor or property manager for your property?

No

- b. Is there a common buildings insurance policy?

No

If you have answered yes, is the cost of the insurance included in your monthly/annual factor's charges?

- c. Please give details of any other charges you have to pay on a regular basis for the upkeep of common areas or repair works, for example to a residents' association, or maintenance or stair fund.

13 Specialist works

- a. As far as you are aware, has treatment of dry rot, wet rot, damp or any other specialist work ever been carried out to your property?

No

If you have answered yes, please say what the repairs were for, whether you carried out the repairs (and when) or if they were done before you bought the property.

- b. As far as you are aware, has any preventative work for dry rot, wet rot, or damp ever been carried out to your property?

Yes

If you have answered yes, please give details:

Damp proofing applied under the living room window - approximately 2 years ago.

- c. If you have answered yes to 13(a) or (b), do you have any guarantees relating to this work?

No

If you have answered yes, these guarantees will be needed by the purchaser and should be given to your solicitor as soon as possible for checking. If you do not have them yourself please write below who has these documents and your solicitor or estate agent will arrange for them to be obtained. You will also need to provide a description of the work carried out. This may be shown in the original estimate., these guarantees will be needed by the purchaser and should be given to your solicitor as soon as possible for checking. If you do not have them yourself and your solicitor or estate agent will arrange for them to be obtained. You will also need to provide a description of the work carried out. This may be shown in the original estimate.

Guarantees are held by:

14 Guarantees

- a. Are there any guarantees or warranties for any of the following:

- (i) Electrical work

No

- (ii) Roofing

No

- (iii) Central heating
No
- (iv) National House Building Council (NHBC)
No
- (v) Damp course
No
- (vi) Any other work or installations? (for example, cavity wall insulation, underpinning, indemnity policy)
No
- b. If you have answered 'yes' or 'with title deeds', please give details of the work or installations to which the guarantee(s) relate(s):
 - (i) Electrical work
 - (ii) Roofing
 - (iii) Central heating
 - (iv) National House Building Council (NHBC)
 - (v) Damp course
 - (vi) Any other work or installations? (for example, cavity wall insulation, underpinning, indemnity policy)
- c. Are there any outstanding claims under any of the guarantees listed above?

If you have answered yes, please give details:

15 Boundaries

So far as you are aware, has any boundary of your property been moved in the last 10 years?

No

If you have answered yes, please give details:

16 Notices that affect your property

In the past three years have you ever received a notice:

- a. advising that the owner of a neighbouring property has made a planning application?
No
- b. that affects your property in some other way?
No
- c. that requires you to do any maintenance, repairs or improvements to your property?
No

If you have answered yes to any of a–c above, please give the notices to your solicitor or estate agent, including any notices which arrive at any time before the date of entry of the purchaser of your property.

Stuart Mason
Gullmarsvagen 82
Astra
1239
Stockholm

Suite 28
196 Rose Street
Edinburgh
EH2 4AT
T: 01414338296 / 01413787973

E: edinburgh@timberwise.co.uk

www.timberwise.co.uk

Date :- 14/08/2024

Dear Stuart,

Thank You for Choosing Timberwise

Thank you for your enquiry and instructions to carry out an inspection on your behalf. Please find enclosed your survey report detailing our findings and recommendations for the below property.

Where applicable, we have also included a quotation for items of remedial work that Timberwise will be pleased to undertake for you.

Please read this report and the associated documentation carefully to ensure that they meet with your requirements. Should you have any questions, please do not hesitate to contact me and I will be pleased to answer any questions you may have.

Moving Forward – The Next Step

Arranging a convenient start date for any works to proceed couldn't be easier. Simply give your local Contracts Team a call on **01414338296** or **01413787973**. You can also contact them on contracts-scot@timberwise.co.uk

Alternatively, you can accept your quotation online at www.acceptquote.co.uk

We look forward to hearing from you.

Yours sincerely,

Steven Buick

Steven Buick CSRT
Managing Surveyor
For and on behalf of Timberwise (UK) Ltd.

Mobile: 07773660080

Email: Stevenbuick@timberwise.co.uk



Trust The Experts – Trust Timberwise

At Timberwise we are very proud of our status and reputation within the property care industry. Along with our full Property Care Association status we are also members of other key organisations including 'Which?' Trusted Traders, Trust Mark and Safe Contractor.



TRUSTMARK
Government Endorsed Quality



For caring for your property there is only one name you need to know and trust – Timberwise. For over 50 years Timberwise have been caring for properties resulting in over half a million properties that have benefited from our services – this makes us a tried and trusted market leader in property care and gives you the confidence that you have made the right choice.

Don't just take our word for it though. Read some of the feedback received from customers who have already benefited from using Timberwise to care for their property.



Trustpilot



**Your property is probably your most valuable asset, so why put it at risk ?
Timberwise are the one stop experts for property care that you can trust !**

Timberwise



**Property Preservation
Done Properly**

Survey Report & Proposal

Client:

Stuart Mason
Gullmarsvagen 82
Astra
1239
Stockholm

Suite 28
196 Rose Street
Edinburgh
EH2 4AT

T: 01414338296 / 01413787973

E: edinburgh@timberwise.co.uk

www.timberwise.co.uk

Property:

12A Church Street
Dunbar
EH42 1HA

Surveyed by: Steven Buick

Date of Instruction: 08/08/2024

Date of Survey: 13/08/2024

Date of Report: 14/08/2024

Our Reference: SC4584-12a Church Street-SB-CM



IMPORTANT

This report and quotation are issued subject to our standard terms and conditions, which shall form part of any Contract to carry out work based on the report. Please read them carefully.

Your Timberwise Report

This report has been compiled by our surveyor, Steven Buick.

We pride ourselves on easy to understand, yet comprehensive reports that provide you with all the necessary information you require to make an informed decision. Should you have any questions at all regarding the contents of the report, please contact your surveyor who will assist you further.

Steven Buick CSRT
Managing Surveyor
Suite 28
196 Rose Street
Edinburgh
EH2 4AT



Timberwise

T: 0131 528 64 80
M: 07773 66 00 80
E: stevenbuick@timberwise.co.uk
www.timberwise.co.uk

Structural Waterproofing Damp Proofing
Dry Rot Treatment Specialist Property Surveying
Structural Timber Repair Woodworm Treatment

Survey Report Contents

1. Introduction and Scope
2. External Observations
3. Internal Observations & Recommendations
4. Further Information
5. Additional services & specialist treatments we also offer

Introduction and Scope

Your instructions were to inspect the above property to determine the presence and extent of problems associated with rising, penetrating dampness, atmospheric moisture, timber infestation, fungal decay to the accessible areas and timbers of the property.

This report is based upon our instructions as we understand them. If any part of this report and/or the attached quotation requires clarification or fails to address your expectation, please contact the office/surveyor and let us know of your concern immediately.

Weather conditions at the time of our inspection were dry and sunny.

At the time of our inspection the property was unoccupied with fixed floor coverings.

The above-mentioned property is a ground floor flat of stone construction.

For the purposes of identification, any descriptions are given as if facing the front of the property.

External Observations

External defects in a property can lead to penetrating damp and subsequent internal dampness or cold bridging, leaving internal areas colder than other wall surfaces and prone to condensation. A brief external inspection was carried out from ground floor only and the following noted –

External Ground Levels

External ground levels to the left and rear elevations are high in relation to the internal floor levels and this is leading to lateral penetration of ground moisture.



Gutters & Downpipes

At the time of the survey, it was noted that the downpipe/gutter to the rear right of the property is leaking and also covered in ivy growth. There is vegetation to the front elevation gutter.



Internal Damp Observations, Recommendations and Specification

Our inspection was restricted by fitted units, tiled walls, furniture, stored items, fitted floor coverings, dry-linings, therefore our findings are limited accordingly.

Observations

Lateral Penetration

At the time of our inspection visible signs of dampness, supported by moisture profile readings obtained with an electronic moisture meter indicated lateral moisture penetration.

This is due to the high external ground level(s) identified by our external inspection above and indicated on the attached sketch.

Rising Dampness

Moisture profiles were plotted on the walls with an electronic conductivity meter, the profiles recorded indicate both an ongoing rising damp issue to the front entrance hallway and inadequate sub-floor ventilation to the front and rear reception rooms/condensation/bridging plaster/ inadequate wall floor joint etc. Conductivity meters are non-destructive and only give an indication of moisture content on masonry but a true reading on timber.

Destructive testing will give you a precise moisture content and can be carried out with the written permission of the owner, there is an additional fee for Calcium Carbide/Speedy meter testing, more details are available on request.

After consideration of the instrumental readings, soluble salt contamination and other relevant factors, it is assessed that various walls within the property are affected by rising dampness. The installation of a chemical damp proof course is recommended to the areas indicated on the enclosed sketch plan.

Conductivity meters are non-destructive and only give an indication of moisture content on masonry but a true reading on timber. Destructive testing will give you a precise moisture content and can be carried out with the written permission of the owner, there is an additional fee for Calcium Carbide/Speedy meter testing, more details are available on request.

Plaster and salts

As the moisture rises from the ground into the wall, it carries with it soluble salts which may be deposited in the wall fabric and plaster, as the moisture evaporates. These salts, in particular chlorides and nitrates are hygroscopic, that is they are capable of attracting and absorbing moisture from the atmosphere when the relative humidity is high. It is for this reason that re-plastering after remedial damp proof course injection is often recommended to a height of 1m.

We have detailed below the items of work that Timberwise will be pleased to undertake for you, together with quotations.

Specification for the Guaranteed Control of Rising Damp



Protection/preparation works to include taping down dust sheets/hardboard to the floor of the designated work area to reduce dust settling. Taping polythene sheeting over any large free-standing personal items left in the designated work area.

Our technicians will drill out mortar joints at pre-determined centres and install the DryTek DPC System. Similarly, they will drill out and inject vertical barriers to prevent abridgement from adjoining masonry.

The overwhelming benefits of the DryTek DPC System opposed to other systems are:-

- Cleaner
- Safer
- Improved Performance
- Less Risk
- Controlled System
- Efficient



Plaster and salts

As the moisture rises from the ground into the wall, it carries with it soluble salts which may be deposited in the wall fabric and plaster, as the moisture evaporates. These salts, in particular chlorides and nitrates are hygroscopic, that is they are capable of attracting and absorbing moisture from the atmosphere when the relative humidity is high. It is for this reason that re-plastering after remedial damp proof course injection is often recommended to a height of 1m.

Re-Plastering to a salt retardant specification

Our dampproof quotation includes carrying out re-plastering work for those walls marked on the attached sketch plan.

Please note, our plastering quote is based on the assumption that the existing wall plaster is only 18mm thick. If the wall plaster is greater than this depth, an additional amount will be added to your final invoice of £50 per square metre of plaster work for every additional 18mm thickness or pro rata part thereof and £60 per square metre where waterproofing is to be applied.

Re-plastering to all areas receiving treatment is not thought necessary at the present time. However, the client should be made aware that as the wall areas begin to dry out over a period of between approximately 9 and 12 months, salting may occur on the surface of plaster. We will be pleased to return to the property to re-assess the condition of the existing wall plaster and submit a quotation at that time, if thought necessary.

To be carried out by Timberwise:

1. Remove skirting boards and lay aside for re-fitment.
2. Uplift the flooring to gain access to the low level floor joists.
3. Inspect low level timbers, if found to be in a sound condition apply a fungicide fluid to all exposed however, if timber decay is noted a further report and quotation will be forwarded for your approval
4. Hack off the existing wall plaster/framing and discard debris into bags.
5. **Damp Proofing** - Our Technicians will install a horizontal DryTek damp proofing system to the walls as marked on the enclosed sketch plan. This will be installed in accordance with the PCA Code of Practice and BS6576
6. Install a Delta dry wall membrane to the walls as shown to the heights indicated on our enclosed sketch plan.
7. **Plaster** - Re-plaster the walls marked on the attached plan in accordance with Timberwise re-plastering specification to the heights indicated on the plan.
8. Walls will be re-framed using pre treated timbers and sheeted with 12.5mm plasterboard finished with a skim coat of plaster.
9. Re-plaster directly onto the membrane using a dot dab method and then finish with a skim coat of plaster.
10. Re-instate skirtings and remove all debris from site.

Works to be carried out by others:

- Removal of floor coverings, furniture, fixtures from the area of works prior to our arrival on site.
- Removal/re-instatement of all plumbing and electrical items within the treatment areas.
- Removal of stored items and electrical goods.
- Removal of the following items.

Further Information

Protection

It is not unusual for dust to migrate to the remotest parts of the property. We will take reasonable precautions to minimise this nuisance wherever practical within the immediate area of our work, but we suggest that you should also take some precautions and the like elsewhere in the property. (If requested our technicians will be pleased to provide you with polythene sheeting). We regret we can take no responsibility for cleaning or for any damage caused by the dust migration.

Please note that if the client's own protection works are not completed prior to our arrival, this could cause delays in commencing the proposed works.

Skirting boards/flooring/joinery

Every care will be taken during removal of boards and mouldings. However, some damage may be unavoidable, particularly if they are decayed or fixed with cut nails. We cannot accept any responsibility for any damage that may occur during removal.

If we have provided a quotation to supply and fix the skirting boards where plasterwork has taken place, these will be of stock pattern to match the existing as near as possible.

Redecoration after application of a DryTek Finishing System

With regard to redecoration after a DryTek Finishing System has been applied it is generally accepted that, in perfect drying conditions, brickwork will dry at a rate of 25mm (1inch) per month of wall thickness. These figures can vary widely, according to wall/substrate composition and the porosity of construction materials. Provided normal heating is used during the winter months and any additional sources of dampness have been rectified, a 225mm (9 inch) thick wall will be 'dry' nine months after the insertion of the DryTek DPC System.

Where hygroscopic salts are present, the wall may not dry completely but a correctly applied finishing system will prevent damage to internal decoration. The DryTek Finishing System must be allowed to dry naturally. Forced heating should not be used and the use of dehumidifiers is not advised. Whilst the render coat contains DriPlas salt inhibitor, it is possible during the drying process that efflorescent drying salts may appear on the surface and these should be brushed off as they appear. In most cases, salting will cease after three months.

Redecoration in the form of water based matt emulsion paint can only be applied after six weeks, providing the surface of the finishing system is dry to the touch. On no account must vinyl silk paints or vinyl wallpaper or any other impermeable covering such as artex type finish be applied. After 12 months, it is permissible to apply wallpaper or ceramic tiles. During the drying out period, it is recommended that an adequate air flow is maintained to the newly finished areas and that no permanent construction, which would impede such air flow, is undertaken. Further specialist advice in this regard is available upon request.

In consideration to these factors, it is clear that a survey to determine whether a Damp Proof Course is functioning correctly after a period of less than 12 months would serve little purpose.

Upon completion of render plastering in conjunction with Damp Proofing works, clients may experience hair line cracking to the plaster. These hair line cracks will be superficial and will NOT present a problem regarding dampness. Dependant on climatic conditions and differing degrees of heat within the properties, during the curing period (generally 6 months) these cracks may be more or less extensive. After the drying out period, we recommend that the cracks are filled with decorator's filler by the client. Timberwise cannot be held responsible for shrinkage cracks that may occur.

Fixtures and Fittings

Where fixtures and fittings such as kitchen units, radiators, cupboards etc are due to be refitted, we do not recommend that these are refitted while the plaster is wet. These are best left until the plaster is visibly dry. Please do not hesitate to contact our office should you require information regarding the fixings/adhesives required.

Minimum Charge

Please be aware that our minimum charge for works is £575 + VAT should you not have all the recommended works carried out. This will only apply if the total cost of accepted works falls below this level.

Generally

The above report is based upon our instructions as we understand them. If any part of this report and/or the attached quotation requires clarification or fails to address your expectation, please contact the office/surveyor and let us know of your concern immediately.

Although our report may refer to certain parts of the structure (External and Internal Observations) we are not chartered, or structural surveyors and our report must not be interpreted as such. If you have any concerns about the structure of the property you should contact a qualified structural surveyor or engineer.

Guarantee

Our long-term guarantee for Damp Proofing and Timber Treatment works unless otherwise stated in our report will be issued when the final account has been settled. In addition to our guarantee, as we are members of the Property Care Association, we are pleased to offer you the added benefit of the Guarantee Protection Insurance Limited "backup" fully insured guarantee. The premium is shown as a separate item on our quotation.

Asbestos

We understand that an Asbestos Survey has not been carried out at the property. Our survey was of a non-destructive nature. The Control of Asbestos Regulations 2012 places certain duties on those that are responsible for the repair and maintenance of buildings. As is the norm with all contractors, we ask to see the Asbestos Register prior to the start of works on site. During works, should we uncover suspected asbestos containing materials Timberwise may have to suspend work to have the material investigated for asbestos. We will stop work, seal the area and immediately inform you. Testing for asbestos is an easy procedure which we can either deal with on your behalf or make recommendations. This will, however, incur additional charges. Please note that we do not get involved in the removal process of asbestos.

You are responsible for the removal of any fixtures, floor coverings, plumbing, electrical fittings and any other stored items including personal possessions prior to our arrival on site. These will require removal prior to our technicians arriving on site and the subsequent re-instatement by others. Any delay caused due to floor coverings and items not having been removed may become subject to additional cost due to either work commencement being delayed or it not being possible to

complete during that visit. **Please note that it is important that all necessary preparatory works are completed prior to our arrival and commencement on site.**

No allowance has been made in our quotation for removal or re-instatement of any electrical fixtures or carpets etc. from the areas to be treated, unless stated in our report or included in our quotation.

Our enclosed quotation is based on carrying out the work during normal working hours (Monday to Friday) and also that a free supply of electricity and water will be provided. To arrange for the soonest possible start date for the works to proceed please complete and return the enclosed Acceptance to the local office. If you would like to arrange a provisional start date by telephone, then please call the local office on **01414338296 or 01413787973.**

We are able to carry out works at weekends or out of normal daytime hours (subject to additional costs). Please contact our contracts department to enquire further.

IMPORTANT CLIENT INFORMATION

Please ensure that you read the attached terms and conditions, as they contain important information about your quotation.

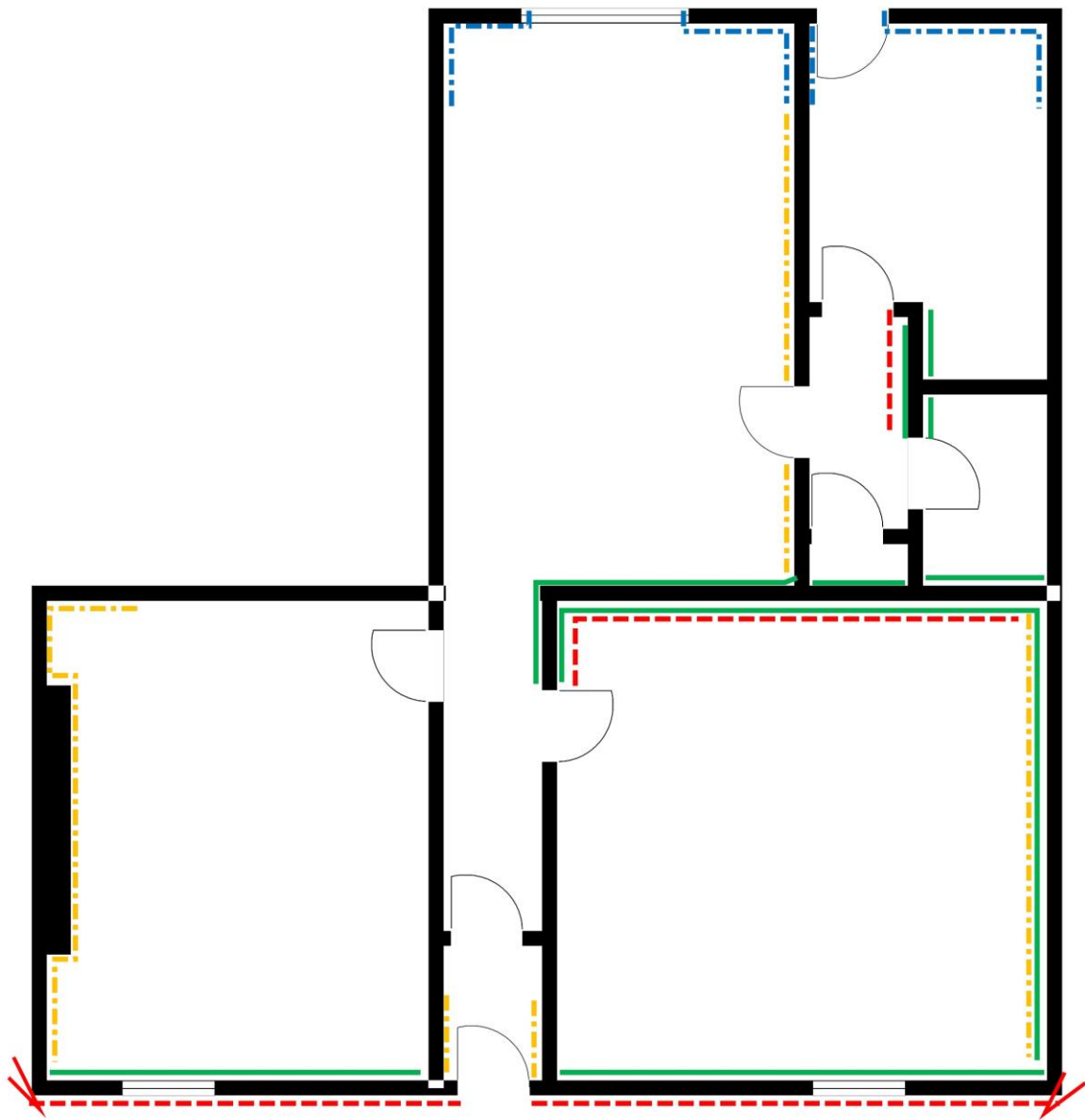
Yours sincerely,

Steven Buick

Steven Buick CSRT
07773660080

For and on behalf of TIMBERWISE (UK) LIMITED

Note: This report is for the benefit and use of the addressee. We accept no responsibility for our survey, or this report towards any other Company or person. On no account must it be duplicated or copied in whole or part without our written consent.



- STRIP WALL PLASTER/FRAMING UP 1M
- - - CHEMICAL DAMP PROOF COURSE
- ↘ VERTICAL DAMP PROOF COURSE
- . - DELTA DRY WALL MEMBRANE UP 1.2M
- . . DELTA DRY WALL MEMBRANE UP 1.8M

Quotation – Client's copy

Client's Address:

Financial Services Stuart
Mason
Gullmarsvagen 82
Astra
1239
Stockholm

Property Address:

12A Church Street
Dunbar
EH421HA

Branch Office:

Suite 28
196 Rose Street
Edinburgh
EH2 4AT
T: 01414338296 / 01413787973
E: edinburgh@timberwise.co.uk
www.timberwise.co.uk

Date of Report:

14/08/2024

Our Reference:

SC4584-12a Church Street-
SB-CM

Inspected by:

Steven Buick

TO CARRY OUT WORKS AS DETAILED IN OUR REPORT

Detail of Works	Net	VAT	Total Price	
Damp Proofing** Membrane Installation*	£16,336.17	£3,267.23	£19,603.40	✓

All the above items where marked * are inclusive of our 20-year Guarantee

Also available GPI 10-Year Guarantee Insurance, Including 12% IPT

The figure comprises of the following:-

(Insurance Premium £151.20, Admin £35 & Insurance Premium Tax £22.34)

£208.54 YES ☐

This report and quotation are issued subject to our standard Terms and Conditions, which shall form part of any Contract to carry out work based on the report. Please read them carefully.

Quotation Acceptance – To return to Timberwise

Client's Address:

Stuart Mason
Gullmarsvagen 82
Astra
1239
Stockholm

Property Address:

12A Church Street
Dunbar
EH421HA

Branch Office:

Suite 28
196 Rose Street
Edinburgh
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Also available GPI 10-Year Guarantee Insurance, Including 12% IPT

The figure comprises of the following:-

(Insurance Premium £151.20, Admin £35 & Insurance Premium Tax £22.34)

£208.54 YES ☐

Customer Acceptance

To accept your quotation and proceed with the work a **40%** deposit amount of **£7,841.36** is required.

You can make payment by the following:

- **Debit/Credit Card:** Call our contracts team to make a payment on **01414338296** or **01413787973**
- **Online payment:** Pay securely at www.timberwise.co.uk/pay-online
- **Bank Transfer:** Sort Code: 12-17-40 A/C: 06010914 A/C Name: Timberwise (UK) Ltd
- **Cheque with acceptance:** Please post to the above office address together with this signed acceptance.
- **Accept Your Timberwise Quotation On-line:** visit www.acceptquote.co.uk

I/we confirm that I/we have read and agree with the attached Terms and Conditions and would like to proceed with the quotation as above YES ☐

Customer Details

Title

Forename(s) Surname Signed

Contact Telephone No Date

Invoice Address (if different from client address above):

Guarantee to be in the name(s) of:

IMPORTANT NOTICE ABOUT YOUR PRIVACY: You are receiving this communication as you have previously opted into communications from Timberwise. Please check our Privacy Policy on www.timberwise.co.uk for all the information relating to how we store, protect and manage your submitted data.

Total Damp Solutions



The Problem

Rising damp is a very common and often misunderstood problem, which due to poor building techniques can occur even in recently constructed properties.

The main symptoms associated with damp are:

- Damage to internal wall finish / Decoration.
- Rising damp contains naturally occurring hygroscopic salts and contaminants, which when they come to the surface result in a white surface dust (known as efflorescence).
- Damp walls are cold walls, and will result in an increased heat loss.
- Damage to plaster finishes is very unsightly and in most cases the internal wall plaster will require removal, and replacement with a specialist damp/salt resistant coating.
- Any timbers contained within the damp affected areas can be vulnerable to fungal attack.
- Damp walls may attract mould growth, which could contain spores that are harmful to the respiratory system.



Our Solution

Our solution will normally depend upon exactly what has caused the damp, and this could be due to the following reasons:

- An ineffective damp proof course.
- Laterally penetrating damp due to poor construction techniques.
- Water ingress through cracked/failing bricks and mortar, exacerbated by poor weather.
- Condensation/high internal moisture levels.
- An internal water leak, from a plumbing fault for instance.
- External defects, like a leaking gutter etc.

Our experienced and industry qualified surveyors will assess the symptoms, and recommend the right solution for the property specific issues.

Once completed, the works will carry a long term meaningful guarantee.

Note: Plaster removal and reinstatement.

It is often the case that the internal plaster finish will be contaminated, and require removal and replacement to ensure a full system solution has been achieved. Our DryTek finishing system will ensure a dry and contaminate free internal finish.

Condensation and general air quality issues which can lead to wet and mould contaminated internal walls and ceilings are not to be confused with other damp related issues. These require a specialist analysis and recommendation for control/eradication.

We will be delighted to discuss this, and offer our expert solution.

Technical Information

DryTek (DPC System)

Our DryTek formulation, which carries a British Board of Agreement certificate, is formulated to our exacting specification to ensure its total effectiveness in the installation of a remedial damp proof course that carries a total peace of mind 20 year guarantee.

EOS +

An Electro Osmotic system is the perfect solution for listed or heritage buildings where there may be an exclusion from injecting any form of chemicals into the building fabric. Each system is property specific designed, and is particularly effective in very deep stone/rubble filled walls. A carefully controlled small positive electrical charge will repel rising damp.

DryTek (Finishing System)

Contaminated and failing internal plaster will require removal, and replacement with our DryTek internal finishing system. The internal walls will remain dry, and be free from any contamination by residual salts/nitrates that may exist in the brickwork, and will dry out naturally overtime.



Why use Timberwise DryTek?

- ✓ A complete and scientific holistic solution to all forms of damp, developed over 50 years.
- ✓ Every system is designed dependent upon the scale of the problem.
- ✓ Fully trained and experienced technicians.
- ✓ Long term fully comprehensive guarantees.
- ✓ We can offer a solution for any type of property.
- ✓ We are committed to excellence in everything we do.
- ✓ Fast, friendly local service nationwide.
- ✓ Fully insured with a strong Health and Safety culture.



Information Relating to Remedial Damp and Replastering

Information to be read in conjunction with
Damp-proof course and
Replastering specifications

General

The purpose of a damp proof course is to control the upward capillary movement of water from the ground into the wall. A damp proof course will not dry out already damp walls, this occurs by the process of evaporation - as a general rule, at an average rate of 25 mm thickness of wall per month.

A damp proof course does not prevent or reduce condensation, water penetration, leakage or damp where masonry is constructed below ground level. Proper maintenance should be undertaken to ensure that roofs and flashings are watertight, rainwater goods are efficient, external window cills have drip trays, pointing and external render are sound, that drainage arrangements are adequate to dispose of rainwater and excess ground water away from the property. Where external render is provided this should be cast in a bell finish, incorporating a drip-groove, not less than 150 mm above ground level and the base line masonry protected by a suitable bitumen compound, applied in accordance with manufacturer's instructions, to protect the damp proof course against abridgement on the outer face of the wall.

Where walls are of cavity construction, it is advised that cavities be opened and cleared of any debris. Where masonry is constructed below ground level, the ground level should be reduced to 150 mm below internal floor level. Where circumstances make such action impractical or where internal solid floors differ in height, producing a subterranean section on one side of the wall, the problem of dampness is aggravated by lateral abridgement of moisture. In such event, the damp proof course is installed above outside ground level or above the higher floor level, and the masonry section set between floor level and damp proof course level should be waterproofed in an approved manner. We carry a range of waterproofing products and can advise further if required.

The need for replastering

The need for replastering arises when a damp proof course, regardless of type, is installed in a wet wall. Rising damp carries water soluble salts from the ground and the masonry through which it passes and deposits them in the wall and plasterwork at varying concentrations and levels. Such salts are hygroscopic (they absorb moisture vapour from the air) and salt-contaminated walls can remain or become damp. In order to avoid this consequence of drying out a wet wall, removal of existing plasterwork should be undertaken. This will remove quantities of salt already established in the plasterwork, and the recommended Replastering Specification applied to prevent further migration of residual salts and moisture from the masonry to the decoration surface.

IMPORTANT

THESE INSTRUCTIONS FORM AN ESSENTIAL PART OF DAMP CONTROL AND THEREFORE MUST BE STRICTLY ADHERED TO. FAILURE TO DO SO WILL INVALIDATE OUR GUARANTEE. IF SEPARATE CONTRACTORS ARE INVOLVED PLEASE ASK FOR FURTHER COPIES OF THESE INSTRUCTIONS AND ENSURE CONTRACTORS RECEIVE THEM PRIOR TO COMMENCING WORK.

Information Relating to Remedial Damp and Replastering

Preparation and removal of existing plasterwork

This preparatory work should be completed before the damp proof course is installed.

1. Remove all fixtures and fittings from walls to be treated.
2. Remove skirting boards, existing plaster and render to a minimum height of 1 metre above damp proof course level, or 300 mm above last signs of dampness, whichever is the higher, or as specified in our report. Rake out masonry joints as necessary and remove all fixing grounds. Remove, by brushing, any visible efflorescent salt deposits. Remove all debris.
3. Take special care to ensure that no plaster debris or new material is allowed to fall between any floorboard/wall face gap.

Replastering Specification

1. The new plastering is to be completed using a sand/cement render with additive and a skim finish as specified within the particular report.
2. Where the plastering specification is to be of a sand/cement render the additive should be made up of one volume of additive to 40 volumes of clean water and stirred so to use as a gauging mix. The render mix should be 3 parts clean sharp sand 1 part Ordinary Portland Cement incorporating the gauging mix. It is important that the grade of sand is salt and loam free and complies to Grade M as laid down in British Standard 882 1992. The application should allow for the render coat to be cut back approx. 50 mm short of a solid floor.
3. Finish re-plastering with a Thistle Wall Finish skim plaster. This should be to a finish to suit the client and again cut back to approx 50 mm from contact with the floor. An alternative finish maybe applicable dependant on the specification.
4. The gap below the plaster and render and the wall/floor margin should be sealed with a waterproof compound to prevent moisture and moisture vapour rising through the wall to floor junction.
5. The application of plaster board with "dot and dab" fixings is only recommended for application over a lathe membrane system.
6. The client should be aware that due to the possible increase of air humidity after replastering additional heat and ventilation may be required.
7. Our Render Additive may be purchased from us at a cost of £7.95 per litre plus VAT. (Render specification only)

Replacement of Timber Skirtings and Joinery

Skirting boards and joinery timber should be cut to size, and from a standard stock pattern or manufactured as required. The rear face should be treated with either a fungicide or aluminium primer and fixed by physical fixings or adhesives.

Any renewed fixing grounds should be plastic or if this is not practical they should be re-instated with treated timber.

Redecoration

Decorations should not take place for at least one month after completion of plasterwork, and then only with matt emulsion paint. This decoration should be regarded as temporary. Full decoration should not be undertaken for at least one year. Lining or wall paper should not be hung for 2 years. Avoid the use of wood chip paper. We do not recommend the use of Artex on walls as, being an absorbent material, it attracts moisture from the air thus Artex becomes damp and rarely dries out. Salting and efflorescence may still become visible as the walls dry. This is a natural form of the drying process and any visible salts should be brushed from the wall as they appear.

IMPORTANT

THESE INSTRUCTIONS FORM AN ESSENTIAL PART OF DAMP CONTROL AND THEREFORE MUST BE STRICTLY ADHERED TO. FAILURE TO DO SO WILL INVALIDATE OUR GUARANTEE. IF SEPARATE CONTRACTORS ARE INVOLVED PLEASE ASK FOR FURTHER COPIES OF THESE INSTRUCTIONS AND ENSURE CONTRACTORS RECEIVE THEM PRIOR TO COMMENCING WORK. PAJL

180817

Customer Information Sheet (Damp Proofing)

This sheet contains important information regarding our report / quotation and specified works which we hope will be of help to you. It is an integral part of our report / quotation and should be read in conjunction with such. Where advice is to be given to clients, it should be acted upon promptly or in the timescales where relevant.

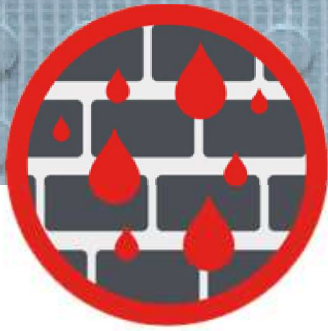
1. Clients should ensure that mains water and electricity are available at all times, free of charge, whilst Timberwise are on site.
2. Unless stated differently, The Timberwise quotation is based upon the assumption that the client will be responsible for ensuring that all furniture, floor coverings and other household possessions, including plants are removed from the treatment area prior to the commencement of the work and subsequently, replaced. It is not recommended that floor coverings of any type are reinstated until the treated surfaces are dry. If a specific timescale is recommended, our Surveyor will inform the client of such.
3. Timberwise do not accept any responsibility for any damage to hidden services (Such as electricity cables, water / gas pipes etc) not previously brought to our attention by the client.
4. If the property is occupied by tenants, it is essential that the client notifies them of the necessity to remove all furnishings, floor coverings and personal effects from the areas where treatments are to be undertaken. This must be completed prior to the arrival of the Timberwise technicians on site. We will not accept any liability for damage to any of the above items if they are left on site.
5. The attached report is copyright and is for the benefit and use of the addressee only. We accept no responsibility for the survey or for this report for any other person or company. On no account must this be duplicated or copied in whole or part without our written authority.
6. Your attention is drawn to the Party Wall Act etc. of 1996. Party walls are the joint responsibility of adjoining owners. Where work on a party wall is necessary the client must advise the owner of the adjoining property before works are commenced.
7. Unless otherwise specifically stated in our report, Timberwise have not included for the removal and / or replacement of any water, gas or electrical services. However, where Timberwise have included for the removal and replacement of any electrical, gas or water services to facilitate their work, they do so on the basis that the respective services are without defect. At the time of refitting a service, any apparent defect which prevents Timberwise from effectively doing so, will be brought to the client's attention. If additional works are necessary a supplementary quotation will be submitted prior to any additional works being completed.
8. Where work to an external wall is to be carried out from the neighbour's property it is essential that the client obtains written permission beforehand so as to ensure free working access is available to Timberwise at all times.
9. While working on the outside of the property Timberwise will take every care possible to avoid damage to plants, shrubs etc adjacent to the external working area. However no guarantee can be given that damage will not occur and accordingly Timberwise do not accept any responsibility for any damage caused.
10. Timberwise reserves the right to change or vary its recommendations/specifications from time to time, without notice, in order that the customer may obtain the benefits of, either improved techniques, better materials or improved working methods.

Customer Information Sheet (Damp Proofing)

11. If you intend to use your own builder/contractor to carry out the necessary re-plastering work, it should be noted that no responsibility is accepted for the quality or effectiveness of work carried out by others. We draw your attention to the enclosed information detailing the plastering specification which must be strictly adhered to. Non-compliance with the correct specification could invalidate the guarantee for the damp proofing work.
12. It is the client's responsibility to ensure that the property is well maintained to all areas at all times. Failure to ensure the property is correctly maintained could invalidate the guarantee issued by Timberwise.
13. Whilst every possible consideration and care will be taken of the client's property and possessions, Timberwise cannot accept any responsibility for damage caused when working in close proximity to such items or where it is necessary for Timberwise to move or remove such items.
14. Redecoration should be delayed as long as possible and should not be applied within six (6) weeks of the finished plaster coat. Final decorations which reduce permeability such as papers and oil paints should not be applied until the walls have dried out with at least a twelve month drying out period being allowed following the temporary decoration. Temporary decoration should be limited to water vapour permeable finishes such as a water based matt emulsion paint. At no time should you consider the use of vinyl or equivalent paints or coverings.
15. The walls in which Timberwise are to install a horizontal damp course will remain damp until the moisture content in the wall prior to the damp course being installed dries out by evaporation. It is generally accepted that a drying period of 25mm thickness of wall will be approximately one month. Therefore it should be assumed that the average house walls will take some twelve months to dry.
16. Problems occur with the conversion of farm buildings, barns, dairies, cow stalls etc. particularly those areas that once housed livestock. Where masonry has become contaminated by manure, urine, etc. heavy deposits of hygroscopic salts will have accumulated and will migrate to the decorative surface when the walls are re-plastered. To prevent this we recommend that after the insertion of the damp course, all walls are lined with a suitable material to prevent migration of contaminants to the decorative surface.
17. Specimen copies of the guarantees are available upon request.
18. When removing old plaster it is inevitable that a considerable amount of dust will be created. Not only is this dust likely to settle in the areas scheduled for treatment but also in other parts of the property. It is therefore essential for furnishings, floor coverings, furniture and personal effects to be adequately protected. Such preparation work is not allowed for within our quotation and should be completed prior to the arrival of Timberwise technicians on site.
19. Where plaster has been removed and reinstated it is likely that final cleaning will be necessary by the client.
20. A damp proof course does not prevent or reduce condensation, water penetration, leakage or damp where masonry is constructed below ground level. Proper maintenance should be undertaken to ensure that roofs and flashings are watertight, rainwater goods are efficient, external window sills have drip trays, pointing and external render are sound, that drainage arrangements are adequate to dispose of rainwater and excess ground water away from the property. Where external render is provided this should be cast in a bell finish, incorporating a drip-groove, not less than 150mm above ground level and the base line masonry protected by a suitable bitumen compound, applied in accordance with manufacturer's instructions, to protect the damp proof course against abridgement on the outer face of the wall.

Customer Information Sheet (Damp Proofing)

21. Where walls are of cavity construction, it is advised that cavities be opened and cleared of any debris. Where masonry is constructed below ground level, the ground level should be reduced to 150 mm below internal floor level. Where circumstances make such action impractical or where internal solid walls differ in height, producing a subterranean section on one side of the wall, the problem of dampness is aggravated by lateral abridgement of moisture. In such event, the damp proof course is installed above outside ground level or above the higher floor level, and the masonry section set between floor level and damp proof course level should be waterproofed in an approved manner. We carry a range of waterproofing products and can advise further if required.
22. The need for re-plastering arises when a damp proof course, regardless of type, is installed in a wet wall. Rising damp carries water soluble salts from the ground and the masonry through which it passes and deposits them in the wall and plasterwork at varying concentrations and levels. Such salts are hygroscopic (they absorb moisture from the air) and salt contaminated walls can remain or become damp. In order to avoid this consequence of drying out a wet wall, removal of existing plasterwork should be undertaken. This will remove quantities of salt already established in the plasterwork, and the recommended Re-plastering Specification applied to prevent further migration of residual salts and moisture from the masonry to the decoration surface.
23. Where specifically stated an allowance may have been made in our quotation for the removal and re-fixing of the existing skirting boards in association with the proposed damp proofing work. We cannot however be responsible for damage to the skirting boards as a result of difficulty in removal or if they are suffering from fungal decay. If new skirting boards are required this will be brought to the customers attention and a supplementary quotation submitted if appropriate.
24. For details on our recommendations for plastering please see our Replastering Specification.



DryTek Membrane System

The Problem

The Timberwise DryTek Membrane System is a waterproof and salt resistant membrane system tailored specifically for your property to overcome the problems relating to walls that contain a high level of salts.

The System can be used in areas such as:

- Chimney breasts
- Barn conversions
- Rising Damp affected walls
- Walls which are suffering from lateral penetration of water above ground (Rain water penetration)



Benefits

- Can improve the thermal properties of the wall thereby reducing the incidence of condensation
- Allows for a faster redecoration programme over conventional hard plaster systems
- Faster installation times
- Predictable results when dealing with porous or heavily salt contaminated masonry.

The Right System for the Right Job

The membranes are all waterproof, vapour proof and salt migration proof. They come in differing forms dependant on the wall construction, wall thickness, existing plaster thickness, required finish and source of dampness

They can be any, or a combination of the following:

- High density polyethylene membrane incorporating 8mm/3mm/2mm studs fixed to the walls with plastic plugs and then dry lined using timber studs and plasterboard
- High density polyethylene membrane incorporating 8mm/3mm/2mm studs with tough HDPE mesh lathing welded to the face of the membrane and fixed to the walls with plastic plugs. This membrane can then either be plastered over direct or "dot and dab" plastered using plasterboard and suitable adhesive dabs.
- A low profile 1.5 mm thick flexible polypropylene sheet with a fleeced surface on both sides. The two fleeces ensure good adhesion to the wall by means of a trowel applied polymer modified cement based adhesive. The membrane can then be plastered over direct.

Our surveyor will specify which of the above systems or combination of systems, is advised for your individual property and this will be included in the report specification section.

THESE CONDITIONS APPLY TO ALL GOODS AND SERVICES SUPPLIED BY TIMBERWISE (UK) LIMITED ("TIMBERWISE"). ALL OF THE TERMS THAT ARE AGREED BETWEEN YOU AND TIMBERWISE ARE SET OUT IN THESE CONDITIONS, YOUR ORDER (AS ACCEPTED BY TIMBERWISE) AND ANY SEPARATE QUOTATION, GUARANTEE AND/OR INSPECTION REPORT PROVIDED TO YOU BY TIMBERWISE. IF YOU FEEL THAT THESE DOCUMENTS DO NOT ACCURATELY REFLECT WHAT HAS BEEN AGREED, YOU MUST LET TIMBERWISE KNOW IMMEDIATELY SO THAT ANY APPROPRIATE AMENDMENTS CAN BE AGREED IN WRITING. IF YOU ARE A CONSUMER, THESE CONDITIONS DO NOT AFFECT YOUR STATUTORY RIGHTS. IF YOU ARE A BUSINESS CUSTOMER, PLEASE PAY PARTICULAR ATTENTION TO CONDITION 15.

1 Definitions

Certain words used in these **Conditions** have specific meanings. Where they do, they appear in bold text. A list of these words is set out below.

"Cancellation Notice" means the form of notice attached at the end of these **Conditions**, to be completed and sent to us in the event of a termination of the **Contract** by **you** in accordance with these **Conditions**.

"Client Works" means all building, inspection, installation and other works which are not **Works** and which are to be performed by **you** or by someone other than **us** on **your** behalf.

"Conditions" means these conditions of contract.

"Consumer" means a consumer as defined by s2(3) of the Consumer Rights Act 2015.

"Contract" means the agreement between **you** and **us** which includes the **Quotation**, the **Order**, any **Order Confirmation**, these **Conditions**, and, where provided, the **Guarantee** and the **Report**, and which is created pursuant to condition 2.3.

"Delivery Address" means the address at which **Goods** are to be delivered and / or **Works** are to be performed, as set out on the **Order**.

"Design" means a design plan created by **us** as part of the **Works**.

"Estimated Start Date" means the estimated start date of the **Works** and / or the estimated delivery date of the **Goods** set out on the **Order** and as confirmed by the **Order Confirmation**.

"Force Majeure Event" means any act or event beyond a party's reasonable control, including without limitation strikes and other industrial action, riot, invasion, terrorist attack or threat of terrorist attack, war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.

"Guarantee" means a separate written guarantee that may be provided to **you** by **us** in respect of the **Works** if appropriate in the circumstances.

"Goods" means the goods (if any) detailed on the **Order** and / or such goods as are used for the performance of the **Works**.

"Order" means **your** order for **Goods** and / or **Works**.

"Order Confirmation" means **our** communication to **you** confirming acceptance of **your Order**.

"Price" means the **price** as set out in condition 5.1.

"Quotation" means a written price quotation for **Goods** and / or **Works** provided by **us** to **you**;

"Report" means an inspection report prepared for **you** by **us**, if requested and included in the **Works**;

"Timberwise" means Timberwise (UK) Limited (company number 03230356) whose principal place of business is at 1 Drake Mews, Gadbrook Park, Cheshire, CW9 7XF (VAT registration number 677 3391 96).

"we" **"our"** and **"us"** refers to **Timberwise**.

"Works" means the inspection, installation and/or other services set out on the **Order** and may also include the supply of **Goods**.

"you" and **"your"** refer to the person, company, partnership or other organisation whose details appear in the **Order**.

2 Quotations and Orders

2.1 Unless otherwise stated, **our** written **Quotations** expire 28 days after the date of issue. Dates and timescales in **Orders** and **Quotations** are subject to confirmation and may also be varied as set out below. Oral quotations are not binding on **us**.

2.2 By placing an **Order** with us, you are providing an offer and confirming your understanding that you will be obligated to pay the **Price** for the **Goods** and/or **Services** which are to be provided to **you** in accordance with the **Order** once we have confirmed your **Order**.

2.3 Placing an **Order** with **us** does not mean **we** have accepted **your Order** and by doing so **you** are making an offer to **us** for the purchase of **Goods** and / or **Works**. A **Contract** for the supply of **Goods** and / or **Works** shall be created once we accept your **Order** by sending you an **Order Confirmation** and or by commencing the **Works** and/or supplying the **Goods** set out in the **Order** and once any deposits due have been received in cleared funds.

2.4 On receipt of **your Order** if **we** are unable to supply **you** with the **Works** and / or **Goods** in **your Order**, **we** will inform **you** of this prior to sending the **Order Confirmation** and **we** will aim to suggest a suitable substitute, failing which **we** will not process your **Order**. If, due to some unforeseen circumstance, **we** are not able to provide you with the **Works** and / or **Goods** in your **Order** after we have confirmed the **Order**, **we** will aim to suggest a suitable substitute and/or method, failing which **you** will be entitled to terminate the order by sending us a completed **Cancellation Notice** and receive a full refund of any payment already made by **you** in accordance with the **Order** in relation to any **Works** and/or **Goods** not already provided to **you**.

2.5 Please note that **our** website and any other promotional materials issued by **us** are solely for the promotion of our **Works** and **Goods** in the UK.

2.6 The purchase of any **Goods** which are advertised on **our** website but are purchased through any third party website shall also be subject to the applicable terms and conditions of the operator of that third party website from time to time.

3 Cancellation and Change

3.1 Unless otherwise provided for in these **Conditions**, once a binding **Contract** has been formed it may only be amended by agreement between **us** and **you** recorded in writing and signed by a duly authorised representative of **ours**.

3.2 If **you** change or cancel **your Order** otherwise than is permitted under condition 2.4, condition 4, condition 11.5 condition 12.2 of these **Conditions** or without sending us a **Cancellation Notice**, or without **our** prior written consent, or if the **Contract** is otherwise cancelled due to **your** fault or breach, **we** reserve the right to recover from **you** any costs and / or losses that **we** suffer due to such change or cancellation (and **we** may retain all or part of any deposit which is necessary to cover such costs and losses). These costs and losses may include, without limitation, the cost of **Goods** purchased or manufactured to **your Order**, the non-refundable charges of any subcontractor, the costs of idle time and / or a charge of 20% of the **Price** if **you** cancel within 7 days of the **Estimated Start Date** of any **Works** (unless such cancellation is within your rights listed at condition 4, in which case condition 4 will apply).

3.3 If **we** terminate the **Contract** in accordance with these **Conditions** where **you** are not at fault, **we** will refund **your** deposit less any sums reasonably attributable to **Goods** already delivered and / or **Works** already supplied before cancellation and, if **we** are at fault, any foreseeable losses you have incurred.

3.4 **We** reserve the right to alter the **Estimated Start Date**, any timescale for performance of the **Works** or delivery of the **Goods** and / or the **Price** to take account of any change to **your Order** proposed or agreed to by **you**.

4 Distance Selling

4.1 If **you** placed **your Order** "at a distance" (without any face to face contact with **us**) **you** may have cancellation rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (the "**Regulations**").

4.2 Unless it relates solely to the supply of **Goods** (in which case see condition 4.3 below), **you** may cancel a **Contract** made at a distance at any time and for any reason by sending a **Cancellation Notice** during the 14 day period commencing on the day after the day on which **we** accept **your Order** (the "**Cancellation**

Period") and, subject to condition 4.4 (if relevant), receive a refund of all sums paid. However, if at **your** request the **Estimated Start Date** is during the **Cancellation Period**, and **we** start and complete the **Works** within the **Cancellation Period**, your right to cancel the **Contract** ends on the day that the **Works** are completed. If at your request the **Estimated Start Date** is during the **Cancellation Period** and **we** start the **Works** during the **Cancellation Period** but do not complete them, you may cancel the **Contract** at any time during the **Cancellation Period**, but **we** will be entitled to retain a proportion of sums you have paid to **us** which covers the **Works** that **we** have already undertaken.

4.3 **You** may cancel a **Contract** solely for the supply of **Goods** made at a distance at any time and for any reason by sending a **Cancellation Notice** during the 14 day period commencing on the day after the day on which the **Goods** are delivered to **you** and, subject to condition 4.4, receive a refund of all sums paid excluding our reasonable costs of collecting the **Goods** if **we** are required to do so. However, this right of cancellation does not extend to a **Contract** for bespoke **Goods** (i.e. **Goods** that have been manufactured or altered specifically for you to your specification). Bespoke **Goods** cannot be refunded unless they are faulty and/or do not conform with the specification set out in the **Order** and/or **Order Confirmation**. 4.4 If **you** cancel **your Contract** under conditions 4.2 or 4.3, **you** must retain possession of all **Goods** (if any) supplied to **you**, take reasonable care of them and return them to **us** at **your** own cost or **we** will deduct our reasonable costs incurred in collecting them from **you** from any refund of the sums paid by **you**. If **you** fail to take reasonable care of the **Goods** and / or return them to or allow them to be collected by **us**, **you** will be in breach of **your** statutory duty and may become liable for the cost of the **Goods**.

4.5 If **you** wish to exercise **your** right to cancel under this condition 4 you must complete and send a **Cancellation Notice** to **us** within the relevant time period. For the purpose of calculating the relevant cancellation period, if the last day of the relevant **Cancellation Period** is a Saturday, Sunday or UK public holiday, then the last day on which the **Contract** can be cancelled is the next working day after.

5 Price and Payment

5.1 The **Price** payable for **Goods** and **Works** shall be the price stated in the **Quotation** or if none shall be **our** published price in force at the time **we** confirm **your Order**. The **Price** excludes delivery costs which will be notified to **you** prior to the **Order Confirmation** and added to the total amount due. **Our** prices may change at any time, but price changes will not affect **Orders** that **we** have already confirmed with **you**. Unless otherwise stated, the **Price** shall include VAT. In the event that any **Goods** or **Works** are incorrectly priced, where the correct price is higher than the price stated **we** will contact **you** to tell **you** and wait for **your** instructions.

5.2 The **Price** must be paid in pounds sterling.

5.3 **We** accept payments for **Goods** and / or **Works** made by cheque made payable to "Timberwise (UK) Limited", by cash in pounds sterling and by valid credit or debit card. Payment for **Goods** online may be made via Paypal with **our** prior consent. Payment for **Works** may be made by BACS transfer or Faster Payments transfer with **our** prior consent (please use the relevant invoice number(s) as a payment reference). Please contact **us** if **you** have a query relating to method of payment.

5.4 Details of any discounts or promotions which apply to **your Contract** shall be set out on the **Quotation**, **Order** and / or **Order Confirmation**.

5.5 The **Price** of **Goods** (when purchased separately from any **Works**) will be payable immediately upon receipt of the **Order Confirmation** or once the **Order** has been confirmed by **us** by any other method (including the supply of the **Goods**).

5.6 **We** reserve the right to charge the following deposits in respect of each **Order** for **Works** and will be under no obligation to perform the **Works** until the relevant deposit has been paid:

5.6.1 For any **Order** for **Works**, 40% of the **Price**, payment of which shall be taken on or must be paid on the date of the **Order Confirmation**. The balance

outstanding of the **Price** of **Works** and any **Goods** used to perform those **Works** will, unless otherwise agreed, be due on completion of the **Works**

5.6.2 Where a pump has been ordered, 90% of the **Price** which shall be due prior to the commissioning of the pump ordered.

We reserve the right to treat **you** as having cancelled **your Order** if **you** fail to pay any deposit when due. If **you** fail to pay any deposit due under clause 5.5.2 above, **we** reserve the right to cease any **Works** in progress until such payment is received.

5.7 The **Price** only includes the **Works** and / or **Goods** detailed in the **Order**. **We** will be entitled to charge **you** extra for any additional **Works** and/or **Goods** that we may provide. It will make such charges in accordance with its published prices in place from time to time or any further **Quotation**. **We** are under no obligation to provide any additional works or goods until **you** have agreed to pay for them and may suspend the delivery of any additional works or goods (and where necessary the delivery of the **Works** and any related **Goods**) without liability until agreement is reached. The things for which **you** will be charged extra include (but are not limited to) items that are not listed in the **Order** but are:

5.7.1 required by law and/or by any local or national authority which are not specified in the **Order**;

5.7.2 required due to the discovery of asbestos, any other hazardous substances or animal / pest infestations at the **Delivery Address**; and / or

5.7.3 requested by **you**, **your** employees or agents, **your** site manager or primary contractor or any other person acting on **your** behalf (all of whose persons' requests will be binding upon and are deemed to have been made by **you**) after **your Order** is accepted. In such circumstances, we will confirm the price adjustment for the relevant **Works** and/or **Goods** with you prior to commencing and/or supplying them.

5.8 **We** also reserve the right to charge **you** for any additional costs **we** incur as a result of:

5.8.1 delays caused directly or indirectly by **you** or anyone acting on **your** behalf;

5.8.2 **your** failure to take performance of the **Works** on the **Estimated Start Date** or other date agreed between the both of us;

5.8.3 If, due no fault of our own, **we** are unable for any reason to freely access the **Delivery Address** (or any part of the **Delivery Address** for which **we** require access) for the purpose of performing the **Works**;

5.8.4 **our** access to the **Delivery Address** (or any part of the **Delivery Address** for which **we** require access) being interrupted once performance of the **Works** has commenced due to no fault of ours;

5.8.5 **your** failure to provide **us** with any information required from **you** in order to deliver **Goods** or perform the **Works** or the provision or incorrect or incomplete information by **you** or anyone acting on **your** behalf,

and **you** may be liable to pay the reasonable losses we have incurred up to **£480 including VAT** as our cost of redelivery for each re-visit to the **Delivery Address** resulting from any of the events listed in this condition 5.7.

5.9 If **you** are late in paying any sum due, **we** shall be entitled to charge **you** interest compounded monthly on the overdue amount at a rate of 3% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the actual date of payment. You must pay **us** interest together with any overdue amount. **We** may also charge you **£40** (including VAT) for each letter **we** send to you regarding an overdue payment and reserve the right to suspend provision of the **Works** until such time as an overdue payment is made. In addition, **you** may be required to reimburse any and all third party costs (such as legal, debt recovery agency and tracing agency fees) which **we** incur in securing payment of any sum due and / or enforcing its rights following **your** breach of the **Contract**. In the event of a genuine dispute between the parties in relation to the value of the **Price** or the amount of any other sums due by **you** to **us**, interest will not accrue on any such disputed sums. Any non-disputed sums shall however fall due in accordance with clause 5.2 above and interest shall accrue if such sums become overdue.

5.10 If **we** are to provide a **Guarantee** in accordance with the **Order** or any part of it, **we** will not provide it

to **you** until **you** have paid the **Price** and all other sums due under the **Contract**. This does not affect your statutory rights to seek redress under the Consumer Rights Act 2015.

6 Performance

6.1 If **you** have placed an **Order** for **Goods**, **we** will contact **you** with an estimated delivery date. If **you** have asked to collect the **Goods** from our premises, unless we provide otherwise **you** can collect the **Goods** from **us** at any time during **our** normal opening hours once we inform you that they are in **our** possession.

6.2 If **you** have placed an **Order** for **Works**, **we** will use our reasonable efforts to perform the **Works** at the **Delivery Address** on or starting on the **Estimated Start Date** and in accordance with any estimated completion date stated in the **Order** or **Order Confirmation**.

6.3 All dates and timescales quoted by **us** (including those set out in the **Quotation** and **Order Confirmation**) are estimates only and you may not terminate the **Contract** due to any reasonable delay of **ours** (including, without limitation, where delay is caused by any **Force Majeure Event** or as a result of any of the events listed in conditions 5.8 or 6.4). In the unlikely event that delivery of **Goods** or commencement of **Works** does not occur by the **Estimated Start Date**, we will contact **you** to agree a new date for commencement and/or delivery.

6.4 If **you** fail to pay any money due under this **Contract** by the relevant deadlines for payment or if any of the events set out in condition 5.8 occur, **we** may (without prejudice to **our** right to charge interest) postpone delivery and / or performance with immediate effect until such situation has been rectified without any liability to **you** and **you** may be liable to pay all reasonable costs suffered or incurred by **us** as a result of such postponement, including the costs of storage of **Goods** and / or equipment hire, the non-refundable charges of any subcontractors and the idle time of **our** personnel.

6.5 Delivery of an **Order** shall be completed when the **Goods** are in **your** possession and / or the **Works** are completed.

7 Ownership and Risk

7.1 **You** will become the owner of **Goods** only when we have received full cleared payment of the **Price**. **You** may not sell, dispose of, hire-out, use the **Goods** as security for a loan or mortgage or otherwise deal in the **Goods** until **you** become their owner.

7.2 After delivery to **you** of the **Goods** by **us** or the collection of any **Goods** by you or any person chosen by you, **you** will be responsible for their safe keeping and **you** should therefore make sure that **you** are adequately insured against any damage or loss which may occur to those **Goods** from that time.

7.3 If at any time **we** create any designs for you, **we** will own the copyright, design right and all other intellectual property rights in such designs and any drafts, drawings or illustrations made in connection with the same and grant you an irrevocable, royalty-free licence for **you** to use such designs for the purpose for which they were created in accordance with the **Contract** provided full payment is received.

8 Surveys and Reports

If the **Works** involve the provision of inspection for the purposes of reporting or design services and the drafting of a **Report** or **Design**, the terms of this condition 8, where applicable, shall apply.

8.1 The **Report** or **Design** will be prepared for the person to whom the relevant **Report** or **Design** is addressed and contains **our** opinion of the visible and accessible conditions and state of the site inspected (the "**Site**") so far as the same relates to **our** recommendations for any suitable **Works** and / or **Goods** to be provided by **us** in respect of the **Site** only (the "**Purpose**").

8.2 Prior to **our** inspection **you** must:

8.2.1 provide **us** with all information (and any related documentation) that might reasonably be considered to be relevant to the inspection and/or any **Report** or provision of design services. If upon arrival the inspector of the **Site** does not consider the **Site** to

meet the description and/or information provided by **you**, **we** may suspend **our** services until such time as the scope and fee for the inspection and **Report** and/or **Works** has been amended accordingly;

8.2.2 secure any approval needed to grant **us** access to the **Site** for the purpose of performing the inspection; and

8.2.3 move all furniture, furnishings, equipment and any other items blocking or restricting access to any part of the **Site** within the scope of the inspection which **you** wish **us** to inspect.

8.3 At the time of the inspection **you** must, unless otherwise agreed, ensure that **our** inspector is afforded full access to the **Site** (or part thereof) to be inspected.

8.4 Details of the date and scope of **our** inspection and the **Site** (or part thereof) to which it relates are set out on the relevant **Report** or **Design** and the scope shall be limited as follows.

8.4.1 **Our** inspection and the **Report** or **Design** are limited to those areas of the **Site** that **our** inspector can reasonably have been expected to have accessed at the time of the inspection bearing in mind the state and condition of the **Site** (including any safety risks) and the location of any furniture, furnishings, fittings or equipment at the **Site**.

8.4.2 Any parts of the **Site** that were locked, obscured from view or otherwise not reasonably accessible at the time of the inspection shall not be included in the scope of the inspection or the **Report** or **Design**. **Our** inspectors will not be required to move any obstructions to inspect or to undertake any action which would risk damage to the **Site** or injury.

8.4.3 In the case of timber inspections, any timbers exposed to the outside and/or any timbers not visible at the time of **our** inspection shall not be included.

8.4.4 Any noise, vibration or other disturbance affecting the **Site** relevant to the inspection will only be noted if it is significant at the time of the inspection or if specific inspection has been agreed in writing between us.

8.4.5 Unless otherwise agreed in writing, the inspection and **Report** will relate to the **Site** only and will not cover any adjacent or adjoining property or land or the general building where the **Site** inspected does not constitute the whole building. Where the **Site** is an individual flat or maisonette, the inspection and **Report** will not include or take account of any adjacent flats or maisonettes, any internal or external common parts or the structure of the block or building in which the **Site** is located.

8.4.6 **We** will not provide any valuations (other than a quotation for any necessary **Works** and / or **Goods**).

8.5 Unless **you** inform **us** otherwise, the inspection will be conducted and the **Report** or **Design** produced based upon the assumption that:

8.5.1 no hazardous materials or techniques have been used in relation to the **Site** or any property on the **Site**;

8.5.2 there is no known presence of asbestos or any similar substances on the **Site**;

8.5.3 neither the **Site**, its condition, its use nor its intended use is or will be unlawful; and

8.5.4 in relation to the inspection, that **you** have authority to grant **us** access to the **Site** for the purpose of the inspection;

8.5.5 in relation to preparation of the **Report** or **Design**, that all planning, building and other consents (including landlord consent) required to carry out any works recommended in the **Report** or set out in the **Design** will be or have been obtained.

8.6 If **we** discover or suspect the presence of asbestos (or any other hazardous substance) at the **Site** or **we** consider the condition of the **Site** (or any part of the **Site**) constitutes a risk to the health and safety of **our** inspector(s), **we** reserve the right to suspend the inspection until such time as the **Site** has been investigated (a service which we may be able to provide to **you**) and declared safe. In such an event, **we** will stop the inspection immediately, seal off the relevant area and inform **you** of the same.

8.7 **We** will ensure that the inspection and **Report** or **Design** are provided by persons possessing adequate knowledge and experience and exercising reasonable care and skill.

8.8 **We** will provide the **Report** to **you** to the address provided by **you** as soon as reasonably possible following the inspection. If **you** have not received **your Report** within one month of the inspection, please contact **us** to let **us** know. We will provide the

Design to you in accordance with the relevant **Contract**.

8.9 The **Report** or **Design** may not, without the prior written consent of one of our directors, be disclosed to or relied upon by any third party (except **your** professional advisers) or be used for any purpose other than the **Purpose**. Any use of or reliance on the **Report** or **Design** contrary to this condition 8 is made entirely at the risk of those parties involved and without liability on the part of **Timberwise**.

8.10 All intellectual property rights subsisting in the **Report** or **Design** shall be and remain vested solely in **us**, and we will grant an irrevocable, royalty-free licence for **you** to use the **Report** or **Design** for the **Purpose** in accordance with these **Conditions** provided full payment is received. The **Report** or **Design** may not be copied in whole or part without the prior written consent of one of our directors.

8.11 If **you** need to change the time scheduled for **your** inspection, please call **us** as soon as possible to arrange a rescheduled appointment. If **you** fail to provide **us** with access to the **Site** at the agreed time of the inspection with little or no prior notice, **we** reserve the right to charge **you** an additional fee to reflect **our** reasonable costs incurred as a result of such failure to provide access.

9 Your Obligations

9.1 In all cases **you** must:

9.1.1 ensure that **you** are entitled to carry out the **Works**, including in particular to party walls, and notify adjacent property owners and occupiers that vibrations may be caused to party walls and that all breakable items should be removed from such walls;

9.1.2 clear the area in which the **Works** are to be performed and ensure that, throughout the duration of the **Works**, **we** have unimpeded and uninterrupted access to that area;

9.1.3 obtain any and all permissions, licences, authorisations and consents which may be required for the performance of the **Works**;

9.1.4 perform all **Client Works** and all preparatory works required for the provision of the **Works** including but, not limited to, removing furnishings, carpets and other items;

9.1.5 provide sufficient supplies of electricity and water for the performance of the **Works** and notify **us** of the precise position of all wires, pipes and services set into walls and/or floors;

9.1.6 comply with all reasonable instructions given by **us** in relation to the safety and security of the **Delivery Address** and inform **us** of any actual or potential safety hazards (such as asbestos);

9.1.7 following provision of the **Works**, carry out all required additional works such as cleaning, decorating, tiling and carpeting;

9.1.8 following provision of the **Works**, perform all maintenance works required in relation to the **Goods** and / or **Works** in accordance with **our** instructions and operate the **Goods** in accordance with any instruction manuals provided; and

9.1.9 inform **us** as soon as reasonably possible of any defect or fault in the **Works** and / or **Goods**.

9.2 While we warrant that we will undertake the **Services** using reasonable skill and care, it is your responsibility to advise us of the precise position of wires or pipes for the provision of gas and electric services in accordance with condition 9.1.5 and do not accept any responsibility should we interfere in any way with such services or any damage incurred as a result of such interference.

9.3 You must, prior to delivery of any **Goods**:

9.3.1 ensure that **we** have unimpeded access to the **Delivery Address**; and

9.3.2 provide a safe and secure place at the **Delivery Address** to take delivery of and store the **Goods**.

10 Warranties

10.1 **We** warrant (or promise) that the **Works** will be carried out within reasonable care and skill and, where **Goods** are supplied, warrant that:

10.1.1 **we** are legally entitled to sell the **Goods** to **you**;

10.1.2 upon delivery, the **Goods** will correspond with the **Order** (unless agreed otherwise pursuant to condition 2.4); and

10.1.3 the **Goods** will be of reasonably satisfactory quality and fit for purpose.

10.2 In addition, provided that **you** pay the **Price** and all other sums due (including but not limited to interest, letter fees and debt recovery charges) by the due date, the **Works** will be guaranteed in accordance with the terms of any **Guarantee** provided to **you** by **us**. **We** reserve the right not to provide a **Guarantee** if **you** fail to pay all sums due by the relevant due date. If **you** are a Consumer, the **Guarantee** is given in addition to **your** statutory rights.

10.3 Some **Goods** may come with a manufacturer's guarantee. For details please refer to the manufacturer's guarantee provided with the **Goods**.

10.4 From time to time **we** may operate schemes that enable **you**, if **you** wish, to pay one-off premiums to insure **your Guarantee, Deposit, Works** in progress and / or other matters. Details of the insurance schemes on offer from time to time and the premiums payable (including whether the premium has already been included in the **Price**) are available on request.

10.5 Pumps are not guaranteed by **us** but may be covered by a manufacturer's guarantee. For details please refer to the manufacturer's guarantee provided with the pump and are subject to the terms provided with them.

10.6 In the unlikely event that there is any defect with the **Works** or **Goods** please contact us and tell us as soon as reasonably possible. If you are a Consumer, you have legal rights in relation to **Works** not carried out with reasonable care and skill or if the materials used or any **Goods** are faulty or not as described. **We** shall not however be liable for any faults in the measurements of bespoke **Goods** where such incorrect measurements were provided by **you**.

11 Liability

11.1 Nothing in the **Contract** will exclude or limit **our** liability for death or personal injury caused by its negligence or that of our employees, agents or subcontractors, fraudulent misrepresentation or fraud, a breach of the warranties in condition 10.1, a breach of the terms implied by the Consumer Rights Act 2015 or any other breach of **your** statutory rights.

11.2 (Except under condition 11.1) **We** shall not be liable to **you** for any loss or damage suffered or incurred by **you** in relation to the **Contract** unless, at the time the **Contract** was entered into, that loss was a reasonably foreseeable consequence of the breach or default in question. Loss or damage is foreseeable if it was an obvious consequence of **our** breach or if it was contemplated by **you** and **us** at the time the **Contract** was entered.

11.3 **We** will not have any liability to **you** in respect of:

11.3.1 the actions or omissions of any person other than those of **our** employees, sub-contractors and authorised agents;

11.3.2 damage to any part of the fabric of any building in which **Works** are carried out which is in a weakened, incomplete or damaged condition prior to the **Works**; 11.3.3 water ingress, dampness, woodworm or other infestation, wet or dry rot or structural failure outside the specific area of the **Works**;

11.3.4 damage to pipes or services set into walls or floors other than where the precise location of such items has been made known to **us**;

11.3.5 damage to the fabric of a building caused by the necessary removal of floors, roof timbers and / or joists in the course of provision of the **Works**;

11.3.6 damage, failure and / or delay due to **your** failure to comply with **your** obligations under the **Contract** (including your obligation to provide prompt notification of any fault or defect relating to the **Goods / Works** and **your** obligations under condition 9.1.8);

11.3.7 in relation to inspections, failure to identify water ingress, dampness, woodworm or other infestation, wet or dry rot or structural failure which is not in the areas inspected, which was not reasonably accessible to **our** personnel and / or which appears after the date of inspection;

11.3.8 any interference to the provision of water and/or electric services in accordance with condition 9.2; and / or

11.3.8 any loss of profit, loss of business, business interruption or loss of business opportunity.

11.4 **We** will make good any damage to **your** property caused by **us** in the course of the performance of any **Works** but **we** are not responsible for the cost of repairing any pre-existing faults or damage to **your** property that **we** discover in the course of installation and / or performance by **us** or for the cost of repairing or replacing any items belonging to **you** which, contrary to **our** instructions, were not protected or moved from the area in which the **Works** took place.

11.5 **We** will not be liable or responsible for any failure or delay in performing its obligations that is caused by a **Force Majeure Event**. If a **Force Majeure Event** occurs, **we** will contact **you** as soon as reasonably possible to notify **you** and will take reasonable steps to prevent or minimise delay. **Our** obligations under the **Contract** will be suspended and the time for performance of **our** obligations will be extended for the duration of the **Force Majeure Event**. Either party may cancel the **Contract** by providing written notice to the other party if a **Force Majeure Event** occurs and continues for longer than 3 months.

11.6 **We** reserve the right to delay the commencement of the **Works** or suspend immediately any ongoing **Works** in the following circumstances:

11.6.1 if **we** discover or suspect the presence of asbestos (or any other hazardous substance) at the **Delivery Address**; or

11.6.2 if **we** consider the condition of the **Delivery Address** (or any part of the **Delivery Address**) constitutes a risk to the health and safety of **our** employees, agents or subcontractors.

Our obligations under the **Contract** will be suspended and the time for performance of **our** obligations will be extended until the **Delivery Address** is declared safe. Except where **you** engage **us** to perform any works required to remedy the relevant threat to health and safety at the **Delivery Address**, either party may cancel the **Contract** by providing written notice to the other party if such a suspension of our obligations continues for longer than 3 months.

12 Termination

12.1 **We** may terminate the **Contract** immediately at any time:

12.1.1 if **you** fail to pay the whole or any part of the **Price** or any other sum due under the **Contract** within 10 days of it becoming due;

12.1.2 if **you** commit a serious breach of the **Contract** which **you** fail to remedy within 10 days of being asked to do so by **us** in writing;

12.1.3 if **you** become bankrupt or insolvent;

12.1.4 in accordance with condition 11.5 or 11.6; and / or

12.1.5 if it becomes apparent prior to the start date for the **Works** or the delivery of the **Goods** that the required stock or (in the event of **Works**) key personnel or key materials without which the **Works** cannot be provided become unavailable.

12.2 In addition to the right of cancellation set out in condition 4, **you** may terminate the **Contract** immediately at any time by giving **us** notice in writing in the event that **we** commit a serious breach of the **Contract** which we fail to remedy within 10 days of being asked to do so by **you** in writing or if **we** become insolvent.

12.3 The termination of the **Contract** will not affect any rights or liabilities that either of us may have at the date of termination.

13 Data protection

13.1 **We** will use the personal information **you** provide to **us** to:

13.1.1 provide the **Works** and / or **Goods**; and

13.1.2 process **your** payment for such **Works** and / or **Goods**;

13.2 Subject to obtaining the required consent, **we**, and other companies in the **Timberwise** group of companies, would like to send **you** information about similar products or services that **we** provide, but **you** may stop receiving these at any time by contacting **us** in writing using **our** contact details provided in these Conditions.

13.3 **We** will not give **your** personal data to any third party.

14 General

14.1 **We** may change these Conditions from time to time. No change will apply to **your Contract** unless **we** have told **you** about it before **you** placed **your Order** unless such change is required by law. Changes to the **Contract** will be binding only if agreed by both of us in writing.

14.2 **You** may not transfer, or assign any of **your** rights or obligations under the **Contract** without **our** prior written permission.

14.3 **We** may sub-contract or assign any of its rights and/or obligations under the **Contract** and **we** will notify **you** in writing if this happens.

14.4 Unless stated otherwise, notices and other communications must be made in writing and sent by 1st class post to the recipient at its address set out on the **Order** (or from time to time notified in writing) and (save as provided below) shall be deemed to be delivered on the second working day after the day of posting. Notices of cancellation under condition 4 are effective on the date of posting.

14.5 Failure to enforce any right or failure to insist on the performance of any obligation under the **Contract** will not constitute waiver of that right or prevent a party from enforcing that obligation at a later date.

14.6 Each of the conditions and sub-conditions of these **Conditions** operates separately. If a court or other regulatory body decides that any part of the **Contract** is not enforceable, the remaining parts the **Contract** will remain in full force and effect and will still apply to **your** purchase and **our** performance of the **Works**.

14.7 The **Contract** only gives rights to and places obligations upon **you** and **us**. No other person or company shall have any rights under the **Contract** or may enforce it against either of **us**.

14.8 The **Contract** is governed by English law and disputes under it will be decided in the courts of England or, if **you** live in Scotland or Northern Ireland, **you** may bring proceedings in the jurisdiction in which **you** are domiciled.

THESE CONDITIONS ARE DRAFTED PRIMARILY FOR CONSUMER CUSTOMERS. IF YOU ARE A CONSUMER, THESE CONDITIONS DO NOT AFFECT YOUR STATUTORY RIGHTS. IF YOU ARE A BUSINESS CUSTOMER, THE FOLLOWING CONDITIONS APPLY. IN THE EVENT OF CONFLICT BETWEEN THE FOLLOWING CONDITIONS AND THOSE SET OUT ABOVE, THE FOLLOWING CONDITIONS TAKE PRIORITY.

15 Business Customers

15.1 The provisions of condition 4 do not apply to business customers.

15.2 If the **Contract** is changed or cancelled otherwise than is permitted under these **Conditions** without **our** prior written consent, or if the **Contract** is otherwise cancelled due to **your** fault or breach, **we** will withhold **your** full deposit.

15.3 If **you** fail to take delivery of any **Goods** when made, risk in the **Goods** will pass to **you** upon the date on which **we** have tried to make delivery and **you** will be responsible for **our** costs of storage of the **Goods** from that time. Until title to **Goods** passes, you must hold the **Goods** as **our** fiduciary agent and bailee and keep them properly stored, insured and marked as **our** property. **You** may not pledge or charge the **Goods** by way of security for any indebtedness but, if **you** do so, all monies due to **us** shall become immediately due and payable.

15.4 Until such time as title to the **Goods** passes and, providing the **Goods** are still in existence and have not been incorporated in other goods, **we** shall be entitled to require **you** to deliver up the **Goods** and, if **you** fail to do so, to enter upon the premises where the **Goods** are kept to repossess the same. **You** shall indemnify and hold **us** harmless against any costs, expenses and / or liability that **we** may incur to any third party in connection with any re-possession or attempted re-possession.

15.5 Except in relation to death and personal injury caused by negligence and liability for fraud or fraudulent misrepresentation:

15.5.1 the **Guarantee** sets out **our** total liability to **you** in relation to the **Works**;

15.5.2 **We** will not be liable for any indirect, special or consequential costs, losses or expenses (including loss of profit, loss of business, business interruption or loss of business opportunity); and

15.5.3 **Our** total liability under the **Contract** (whether for breach of contract, negligence (including tort) or otherwise) will be limited to the **Price**.

15.6 **We** do not warrant that the **Goods** will be reasonably satisfactory or fit for purpose. It is your responsibility to ensure that the **Goods** fulfil your requirements. All implied warranties are hereby excluded by **us** to the fullest extent permitted by English law.

15.7 **You** acknowledge and agree that the **Contract** is the entire agreement between **you** and **us**, that it replaces all previous agreements (whether oral or written) and that, in entering into the **Contract**, **you** did not rely upon any matter that is not set out in it.

15.8 The **Contract** is governed by English law and the English courts will have exclusive jurisdiction in relation to any dispute arising under it.

Cancellation Notice

Words and phrases set out in this form shall have the same meanings prescribed to them in the Conditions.

Complete and return this form only if you wish to terminate from the contract in accordance with your rights under the Conditions.

To: Timberwise (UK) Limited

By post: to the address set out in the relevant order

By fax: 01606 334748

By email: hq@timberwise.co.uk

I/We [**delete as appropriate*] hereby give notice that I/We [**delete as appropriate*] cancel my/our [***] contract of sale of the following goods and/or for the supply of the following service [**delete as appropriate*]:

Ordered on [**insert details/reference number*]/received on [**if not yet received, insert N/A*]:

Name of consumer(s):

Address of consumer(s):

Details of goods to be returned and how they will be returned [*if appropriate*]:

Signature of consumer(s) (only if this form is notified on paper),

[If a business user, please include your role in the business].

Date

WILL YOUR GUARANTEE BE WORTHLESS IN A FEW YEARS?

BE SURE - INSURE MAKE A GOOD DEAL BETTER!

FIRST THINGS FIRST, CHOOSING THE RIGHT CONTRACTOR



Are you worried about finding the correct contractor for your needs? There are many ways to choose a contractor but it is more reliable to look to those who are members of recognised trade bodies such as the Property Care Association (PCA) and those that are able to offer Insurance Backed Guarantees (IBGs).

Contractors should issue a long term guarantee for the work they have carried out. This means that you should be protected, subject to terms and conditions, if the work fails within the term of that long term guarantee. However, what happens if the contractor is no longer trading?

Members of the PCA are able to offer IBGs, provided by Guarantee Protection Insurance Ltd (GPI), to safeguard your long term guarantee. By obtaining an IBG through your chosen contractor you will be protected in the future if faults arise in the works undertaken and the original contractor has ceased to trade.

The general principle of an IBG is simple. It will honour the terms of the long term guarantee, originally issued to you by your contractor, where that contractor has ceased to trade and is, therefore, unable to meet their guarantee obligations by carrying out or meeting the costs of any remedial works that may be required during their long term guarantee.

WHO ARE GPI?

GPI is a UK based general insurer, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. With many years' experience, GPI specialises in the provision of IBG's.



Guarantee Protection Insurance Ltd is registered in England as a Limited Company, with the registration number 03326800, and the registered office of Third Floor, 37-39 Lime Street, London, EC3M 7AY. Guarantee Protection Insurance Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our Firm Reference Number on the Financial Services Register is 207658.

THE 'LONG-TERM' PROBLEM

Most contractors provide guarantees, often between 2 and 30 years. However, not all of these will have the backing of an insurance policy.

Imagine that a problem develops with the work and you try calling your contractor only to discover they have ceased to trade. Who is going to put matters covered under your long term guarantee with them right? More importantly who is going to pay for it?

All too often the answer may be you - unless you have been given, or have taken out, insurance which supports these guarantees.

THE SOLUTION - AN INSURANCE BACKED GUARANTEE

If a defect should occur with work done on your property, which is covered under a long term guarantee previously given to you by a contractor who has ceased to trade and where you have the benefit of an IBG from GPI, you would make a claim to GPI.

GPI would collect a completed claim form from you as well as copies of some important associated documentation in relation to your original works. Once this is received a re-inspection of the works would be organised by GPI and this would be carried out by an alternative PCA member contractor. There is a re-inspection fee payable (of approximately £150) in respect of each and every claim. The fee would be returned to you, should the claim be valid, once the relevant excess amount has been deducted.

Where the re-inspection report confirms defective works that would have been covered by the

original contractors long term guarantee, GPI will meet the reasonable costs of remedial works that are required.

An Insurance Backed Guarantee meets the demands and needs of those who have had improvement work carried out on their property and require insurance protection to provide financial recompense in the event that the original contractor has ceased to trade and is unable to honour the terms of their long term guarantee.

For full details of the cover provided by an Insurance Backed Guarantee, as well as details of any significant or unusual exclusions or limitations of the cover, please see a copy of our Policy Summary, which is available on our website using the attached link:

www.gp-insurance.co.uk/pca-insured-guarantees.php

HOW DO I GET AN INSURANCE BACKED GUARANTEE?

When quoting for works, your PCA member will include a policy or provide you with a quotation for a GPI Insurance Backed Guarantee. GPI can provide insurance cover for a period of ten years and only a one-off premium payment is required. The quotation will confirm the premium applicable and there may be an administration fee charged by the contractor (not more than £35).

If you wish to proceed with the purchase of an Insurance Backed Guarantee, you would simply confirm this to your chosen PCA member contractor and pay the appropriate premium, administration fee and Insurance Premium Tax. Once the works are fully completed to your satisfaction you will be provided with a long term guarantee by your chosen contractor and GPI will forward you your policy documentation for your retention.

COMPARISON - GPI IBG VS CONTRACTORS STAND ALONE OWN GUARANTEE ONLY

CONTACT US:

If you have any queries about the cover provided by an Insurance Backed Guarantee, please address them direct to GPI by:

telephoning during office hours on
01292 268020 (option 5)

sending us an e-mail at
info@gp-insurance.co.uk

or visiting our website -
www.gp-insurance.co.uk

Your Contractor is not able to discuss the cover with you as they are not a regulated firm, however GPI are happy to answer any enquiries that you may have.

Insurance Protection covering: Damp Proofing, Timber Treatment, Wall Ties, Lateral Restraints and Structural Waterproofing

Actual Insurance Period

GPI Insurance
Up to 10 years

**Contractor
Guarantee (only)**
Only for as long as the contractor is trading

Access to Financial Ombudsman Service

Yes

No

Insurance Certificate for **Each** Property

Yes

No

Recourse to the Financial Services
Compensation Scheme

Yes

No

Protects against contractor ceasing to trade

Yes

No

Underwritten by a UK authorised
and regulated insurance company

Yes

No

Guarantee Protection Insurance Ltd is registered in England as a Limited Company, with the registration number 03326800, and the registered office of Third Floor, 37-39 Lime Street, London, EC3M 7AY. Guarantee Protection Insurance Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our Firm Reference Number on the Financial Services Register is 207658.





Policy Summary

For Damp Proofing, Timber Treatment, Wall Tie, Lateral Restraint and Structural Waterproofing Insurance

This Summary contains



about Your Policy

Damp Proofing, Timber Treatment, Wall Tie, Lateral Restraint and Structural Waterproofing Insurance is underwritten by Guarantee Protection Insurance Limited ("GPI")

This document provides only a summary of the main benefits available under the Damp Proofing, Timber Treatment, Wall Tie, Lateral Restraint and Structural Waterproofing Insurance and the Policy terms and conditions. For full details of all Policy benefits and all terms and conditions **You** should read the Policy of Insurance document and Schedule, a copy of which will be provided immediately after **Your** Policy is taken out or at any time on request.

On receipt of **Your** Policy of Insurance document, **You** will have time to decide if **You** wish to cancel the Policy – see "Your Right to Cancel" below.

Type of Insurance

The following significant features and benefits, subject to the following significant or unusual exclusions and limits, will be included in **Your** Policy:

Features and Benefits

Damp Proofing, Timber Treatment, Wall Tie, Lateral Restraint and Structural Waterproofing Insurance will meet the reasonable costs of remedial works falling within the scope of the **Long-term Guarantee** issued by the **Contractor** to **You** in respect of the **Insured Works**, if the **Contractor** has ceased to trade and is unable to discharge their obligations under the **Long-term Guarantee**. These remedial works will specifically relate to:

1. commencement, continuance or recurrence of **Infestation** in any of the timbers treated against **Infestation** or re-**Infestation** in the **Insured Works**; or
2. recurrence of **Rising Damp** in any of the walls in which the installation of chemical or physical damp-proof course or approved electro-osmotic system for the cure or prevention of such damp was provided; or
3. failure of a **Remedial Wall Tie** or **Lateral Restraint** installation; or
4. breakdown of an **External Water Repellent** membrane; or
5. breakdown of the **Structural Waterproofing** works insured.

The Period of Insurance is ten years from the **Commencement Date** or such shorter periods as stated in the **Contractor's Long Term Guarantee**.

In the event that the property is sold no assignment of the Policy to the new owner is necessary.

Significant/Unusual Exclusions or Limitations

Like every insurance policy, the Policy of Insurance excludes some situations and **You** should read the Exclusions section on the reverse of the Policy carefully.

Damp Proofing, Timber Treatment, Wall Tie, Lateral Restraint and Structural Waterproofing Insurance can only be claimed upon when the **Contractor** has ceased to trade. If the **Contractor** is still trading then any claim under the **Contractor's Long Term Guarantee** must be made to the **Contractor**.

Damp Proofing, Timber Treatment, Wall Tie, Lateral Restraint and Structural Waterproofing Insurance only covers work which is covered by the **Contractor's Long Term Guarantee**. Any loss or damage, such as re-plastering, relating to works not covered by the **Long Term Guarantee** will not be covered by the Policy.

Damp Proofing, Timber Treatment, Wall Tie, Lateral Restraint and Structural Waterproofing Insurance only covers work carried out by the **Contractor**. For example if the floor and roof joists need woodworm treatment but only the roof is treated by the **Contractor**, the floor will not be insured.

You must pay a **Claim Survey Fee** when making a claim. The amount on the **Commencement Date** of the Policy is £100. However, **We** have the right under the Policy to increase this amount by an amount of 2.5% per annum for each completed year of the Policy. In the event of a valid claim, the amount of the **Claim Survey Fee** will be returned to **You** but the amount of the **Excess** will be retained by **Us** towards the cost of a claim.

You must contribute the amount of the **Excess** shown in the Schedule towards the amount payable in respect of each and every claim intimated under the Policy.

You are required to keep **Your** property in a good and proper state of maintenance and any works recommended by the **Contractor** must be carried out within the time specified by the **Contractor** (or within 12 weeks of completion of the **Contractor's** work if no specific time has been mentioned).

The maximum sum payable by **Us** under Damp Proofing, Timber Treatment, Wall Tie, Lateral Restraint and Structural Waterproofing Insurance is the original **Contract Price** shown in the Schedule plus 20% or £500, whichever is the higher amount.

Whilst Damp Proofing, Timber Treatment, Wall Tie, Lateral Restraint and Structural Waterproofing Insurance will pay for appropriate remedial works to the **Insured Works**, it will not meet the cost of any loss that is suffered that is not specifically related to these costs and any other costs that are indirectly caused by the event which led to a claim, unless specifically stated in the Policy. For example; damages to furniture or equipment, loss of profits, interest, business or goodwill, the costs and expenses of any redecoration, repainting or retiling work, the costs and expenses of removing and/or replacing any cupboards, carpets or other furniture, or any other fixtures or fittings, will not be covered.

Defects resulting from structural alterations to the property in which the **Insured Works** are located will not be covered by Damp Proofing, Timber Treatment, Wall Tie, Lateral Restraint and Structural Waterproofing Insurance.

Remedial Work undertaken by **You** or a firm instructed by **You**, which have not been agreed by **Us**, will not be covered by Damp Proofing, Timber Treatment, Wall Tie, Lateral Restraint and Structural Waterproofing Insurance.

IMPORTANT INFORMATION

Your Right to Cancel

You have a statutory right to cancel the Policy within 14 days starting on the date that **You** receive the Policy of Insurance documentation.

If **You** wish to cancel **Your** Policy please write to **Us** at The Administration Department, Guarantee Protection Insurance Ltd, PO Box 26332, Ayr, KA7 9BJ and return all original insurance policy documentation to **Us**. Upon receipt of **Your** notice of cancellation, **We** will refund any premiums that **You** have paid.

Should **You** wish to cancel after the 14 day period, there will be no refund of premium.

How to Make a Claim

Damp Proofing, Timber Treatment, Wall Tie, Lateral Restraint and Structural Waterproofing Insurance can only be claimed upon when the **Contractor** has ceased to trade. If the **Contractor** is still trading then any claim must be made to the **Contractor**. However, if the **Contractor** has ceased to trade then **You** may make a claim under Damp Proofing, Timber Treatment, Wall Tie, Lateral Restraint and Structural Waterproofing Insurance.

Should **You** wish to make a claim, **You** should write to The Claims Department, Guarantee Protection Insurance Ltd, PO Box 26332, Ayr, KA7 9BJ as soon as possible or telephone **Us** on 01292 268020. Please refer to the section headed "Making a Claim" in **Your** Policy of Insurance document. **You** must give **Us** any information or help that **We** ask for, including the provision of the following original documentation:

- (i) the **Contractor's Report(s)**, estimate and any drawings; and
- (ii) the **Contractor's Long Term Guarantee** specifying the work guaranteed; and
- (iii) the **Contractor's Receipted Invoice** or proof of payment.

In the event of a claim **You** are required to pay a **Claim Survey Fee** of £100 in addition to the **Excess** detailed in the Schedule. In the event of a valid claim, the amount of the **Claim Survey Fee** will be returned to **You** but the amount of the **Excess** will be retained by **Us**. In the event of a claim that is not accepted or provided for under this Policy by **Us**, the **Claim Survey Fee** will be retained by **Us** to cover the cost of the inspection carried out, but the amount of any **Excess** paid will be returned to **You**.

Complaints

We aim to give all customers a high standard of service at all times. However, if **You** have cause for complaint, **You** should contact **Us** at The Complaints Department, Guarantee Protection Insurance Ltd in writing at PO Box 26332, Ayr, KA7 9BJ.

Should **You** remain dissatisfied and **We** have issued **You** with **Our** final decision, **You** may have the right to refer a complaint to:

The Financial Ombudsman Service (FOS), Exchange Tower, London, E14 9SR

There are some instances where the FOS is unable to consider complaints. This procedure will not prejudice **Your** right to take legal proceedings.

Financial Services Compensation Scheme

We are a member of the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **We** cannot meet **Our** obligations. This depends on the type of business and the circumstances of the claim.

Further information about compensation scheme arrangements can be obtained by telephoning the Financial Services Compensation Scheme on 0800 678 1100 or by writing to Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU. Website www.fscs.org.uk

Other Important Information

Guarantee Protection Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our registered office is 14 Castle Street, Liverpool, L2 ONE. Incorporated in England & Wales No. 3326800.

We are listed on the Financial Services Register under the Firm Reference Number of 207658. This can be verified by visiting the Financial Services Register's website at <http://www.fsa.gov.uk/register/home.do> or by contacting the Financial Conduct Authority on 0800 111 6768.

The Law Applicable to the Policy

The law applicable to this Policy is that of the legal jurisdiction in which the **Insured Works** are situated.

N.B. The acceptance of any proposal for insurance is not automatic but is entirely at **Our** discretion. **We** exchange information with other insurers through various databases to help **Us** check information provided and to prevent fraudulent claims.

Timberwise - We offer more than you think!

At Timberwise we pride ourselves on providing our clients with a fantastic range of services and innovations to make caring for your property as easy as possible. We can offer the following services:

Air Quality

Condensation control
Mould eradication
Radon control
Ventilation

Damp proofing

Chemical damp proofing
Electro osmotic damp proofing
DryTek damp proofing system
Injection mortar damp proofing
Above ground membrane

Penetrating Damp

WeatherTek penetrating damp treatment

Flooding

Flood remediation
Flood treatments

Structural repairs

Cavity wall tie replacement
Injection waterproofing
Timber resin repairs
Structural wall repairs
Crack stitching
Lintel repair
Lateral restraints
Beam repairs
Wall stabilisation
Concrete repairs
Structural repair quotations

Surveys

Rising damp surveys
Waterproofing surveys
Woodworm surveys
Dry rot surveys
Bird proofing surveys
Pre purchase surveys
Cavity wall tie survey
Heritage surveys
Comprehensive specification surveys

Timber

Woodworm eradication
Dry rot eradication
Wet rot eradication
Dry rot (toxic box eradication)
Dry rot (mass irrigation eradication)
Joinery

Waterproofing

Full basement waterproofing and kit outs
Structural waterproofing
Waterproofing with membranes
Wet tanking
Sika waterproofing
Vandex waterproofing
Dewatering

Others

Basement pump servicing
Bird proofing
Hidden defects survey
Plastering
CPD seminars
Microbore timber surveys
Insurance
Advice
Comprehensive reports