



WATERPROOFING PROPOSAL

3 LAUREL GROVE
BERSHAM, WREXHAM
LL14 4HF



TIMBERWISE (UK) LTD

Unit 16
Llandegai Industrial estate
Bangor
Gwynedd
LL57 4YH

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✉ nwales@timberwise.co.uk

🌐 www.timberwise.co.uk

WATERPROOFING / CONVERSION PROPOSAL

CLIENT NAME AND ADDRESS

Mr Craig Baines
Lawray Architects
The byre
Croes Newydd hall
Wrexham
LL13 7YP

DATE OF REPORT

4th April 2019

DATE OF VISIT TO PROPERTY

2nd April 2019

REPORT REFERENCE NUMBER

G63054-KR-CRW

PROPERTY ADDRESS

3 Laurel Grove
Bersham
Wrexham
LL14 4HF

WEATHER AT TIME OF VISIT

Dry

DESCRIPTIVE ORIENTATION

All situations, directions, descriptions and orientation should be taken as if stood facing the property in the driveway.

YOUR **TIMBERWISE** CONTACT

Kevin Regan
Office 0845 605 5072
Mobile 07970602040

Thank you for choosing **TIMBERWISE** to help you with your waterproofing project. We have prepared this document based on our understanding of what you require. We hope that we have interpreted your instructions correctly, but if not please do not hesitate to contact us – *we are here to help you.*

You can be assured that we will provide you with superb service. **TIMBERWISE** waterproofing solutions are a nationwide basement and below ground waterproofing specialist. We are experts in the waterproofing of basements, cellars, vaults and the conversion of wet basements into the living space you need. Using our advanced waterproofing systems we have a solution to suit everyone.

As **TIMBERWISE** are registered installers for the leading manufacturers of basement conversion products, our experienced specialists can recommend the best product to suit your basement project. The majority of our waterproofing solutions also offer long term insurance backed guarantees and servicing agreements along with our design and installation services ensuring you have complete peace of mind.

For over 5 decades **TIMBERWISE** have been caring for properties resulting in over 300,000 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.

It's important that you get the best advice available and that you know that you are working with a reputable specialist. We are very active in our markets to provide high quality service and as such, we are members of the following specialist associations -



YOUR INSTRUCTIONS

Your instructions were verbal and as discussed. The instructions were clear and they were that **TIMBERWISE** should prepare a quotation for the installation of a basement waterproofing system to create dry storage within the basement at the property.

You provided us with plans .

Our proposal and recommendations are based on the information available to us prior to producing this document. If we have misinterpreted any issues or indeed your instructions, please notify us immediately as it may be necessary to amend our proposal.

Our brief did not include the application to the relevant Statutory Authorities for either planning or Building Regulations Approval, nor were we asked to prepare a quotation for associated builder's work and therefore no liability will be placed with us for such requirements.

OBSERVATIONS

Property Description: - The property is of stone construction and is a semi-detached domestic dwelling.

Basement Description: - The basement is of traditional stone/brick construction to the walls. The floors are solid and it is unknown as to the build-up of the floor. There are solid steps leading to the cellar which are not currently accessible due to the timber suspended floor boards.

The basement is located beneath the Lounge timber floor ,access down into the former basement is via solid steps ,an old window opening is visible which is below ground at present. The standing height is approximately 2.2 mtrs.

At the time of the inspection there is evidence of standing water etc to the floor within the basement. The water appears to be entering from the wall floor junction and from the lower treads of the solid steps. We cannot be sure if the depth of water varies during wet weather.

Additionally we suspect other sources of moisture ingress due to:-

- Lateral penetration of capillary held moisture.
- Dampness rising through the floor and solid stairs.
- Moisture penetrating through the wall/floor joint.

OUR PROPOSAL

You have expressed you wish to use the basement for dry storage and as such we have designed a waterproofing system to allow for this.

We have considered a range of options to meet your requirements and have no doubt that the following provides the best solution to this option.

We have designed a system in accordance with the current British Standard – BS8102:2009 “The Code of Practice for Protection of Below Ground Structures against Water from the Ground”.

We propose the installation of a cavity drainage system which requires the following components to enable it to be effective for you-

- Concrete lime treatment.
- Our patented cavity drainage membrane to the walls;
- A similar but harder wearing cavity drainage membrane to the floor;
- Perimeter drainage channel to within the floor
- and our purpose made basement sump-pump system.

CAVITY DRAINAGE MEMBRANE

This particular solution offers a system which prevents any running water or vapour from entering the basement so ensuring any internal wall or floor finishes remain dry. We install special patented fixings which allow a number of finishing options for you including the “dot and dab plasterboard” method, timber battening or an independent plasterboard timber / metal frame. The fixings have gasket seals to ensure that the membrane remains “sealed” although we fix through it for you.

In this instance we have allowed for curtain hanging the membrane which will allow you to fix a batten system to the walls or install a free standing partition directly in front of the membrane.

CAVITY DRAINAGE CHANNEL

Cavity drain membrane must be installed with drainage channels to allow for the free flow of water to the pump or pre-determined exit point. We will then install a drainage channel with rodding eyes for maintenance.

The sump and pumps form the heart of the system. The cavity and perimeter drainage will direct any free flowing water to the sump. Any water will need to be pumped out as pressure cannot be allowed to build on the membrane. Again, the sump has been specially developed by Basement Systems for use in basement situations and over 60,000 Hydrotek (1) assemblies have been installed in the last 20 years.

The assembly has many unique features such as the special pump stands (which keep the pumps off the bottom of the sump chamber away from silt that may clog the pump), the warning alarm (that sounds in the event of failure or rising of water) and the sealed lid (for safety). The pumps themselves have a large diameter discharge pipe. The pumping is vitally important and as such we only provide the best. They have been tried and tested in the market for over 20 years by Timberwise Basement Systems.

Having installed the system, we will provide a 10 year Guarantee for the membrane and workmanship. The pumps carry a 1 year manufacturer's guarantee. As a benefit for our customers, **TIMBERWISE** carry full Product and Public Liability insurance up to £10,000,000, with special extended Guarantee over. We also carry Professional Indemnity insurance to £1,000,000 which covers our advice and design that we give our customers.

LIME TREATMENT

When new concrete forms the structure, to walls or particularly floors, there is a risk of excess free lime and mineral salts leaching out during the curing process. When a cavity drainage system is used in this type of application, a silicification pre-treatment of the concrete should be used to reduce the risk of free lime build up, and blockage of the drainage cavity and perimeter channel.

- We have allowed for this within our report and quotation

SOME IMPORTANT OPTIONS FOR YOU

In our estimate you will see that there are three optional items included for you to consider. These items although they are suggested are options, we believe, are very important to the long-term solution that you require. The options are important in terms of your waterproofing guarantee. Please consider them in detail, should you have any questions about them, please contact your waterproofing specialist.

The options are:

AIR QUALITY

Ventilation and Heating – It stands to reason that adequate ventilation and heating must be specified in any overall basement conversion. Condensation occurs when moisture laden air is allowed to condense on cool surfaces. It is important to ensure a flow of air in and out of the basement to limit the effects of condensation. We have not included for these items in our estimate. We are sure your architect will include for these to meet Building Regulations.

BS8102:2009 states that adequate ventilation and heating is an important consideration when designing a basement waterproofing system. Without adequate ventilation, generally achieved by the introduction of additional airflow or changes to stale air, black spot mould (condensation) will form on the cold surfaces of the basement, in this case, the plaster wall finishes.

We understand this is being considered by others.

PUMPING STATIONS

Hydrotek (1)

We have allowed for a Hydrotek sump/pump within our quotation which has two pumps. This provides additional protection and as the name indicates, the Hydrotek (1) is a packaged pumping station with two standard pumps and a battery back- up pump and battery.

The benefits of this system is that should one pump fail, the secondary pump takes over, should increased water enter, there are two pumps to cope with water ingress and thirdly, should power failure occur, the battery back-up pump is utilised.

REGULAR CLEAN AND CHECK – SYSTEM SERVICE

It is vitally important that the new system is maintained because without regular pump servicing you could invalidate the system guarantee. We offer a 6 monthly or annual clean and check of the system for our customers. As part of this service we visit to check the efficiency of the system. At the time of the visit we check and clean the sump and pump system, change the alarm battery, test the alarm, and check the channel (where inspection ports have been included and are accessible). Where a battery back-up system has been installed we check the pump, charging unit and battery. We strongly urge our customers to fully maintain their system. Whilst we believe the system that we are proposing is the best in the market today for a basement, a pump failure could result in flooding! The clean and check helps to ensure that your system is working effectively.

FREE POST INSTALLATION CLEAN AND CHECK FOR PEACE OF MIND

We believe that Timberwise waterproofing works are carried out to the highest of standards using the best products in the industry. We also believe that on-going service is crucial to a waterproofing system.

To give our customers confidence and peace of mind in the waterproofing system, our proposal includes a FREE post installation assessment, clean and check.

Following installation, we recommend that after 3-6 months you contact the Basement Sump and Pump Company, our dedicated service division, on 01606 339094 or info@basementcare.co.uk and request an appointment for a free service engineer visit and assessment. This assessment is an essential part of the total waterproofing system installation. During the visit our engineer can ensure that the drainage and pumping system is working correctly and talk to you about any issues that you may have.

The pump and drainage system is at the heart of the waterproofing system and we want to ensure that this is performing effectively and efficiently for you. We believe that in any waterproofing of this nature it is essential to carry out this visit as part of customer care.

Timberwise is one of the few companies within the industry who proactively include this free post installation check. From experience we know that it is an essential part of the whole installation process and on-going waterproofing process and we believe we have a duty of care to customers to do this.

INSURANCE BACKED GUARANTEE

We offer you the option to upgrade to the Guarantee Protection Trust's insurance backed guarantee. Whilst Timberwise provide a 10 year Guarantee for both product and workmanship, you may wish to secure this guarantee by paying a one off premium. This particular guarantee scheme is only offered to industry specialists and we have the ability to offer it to you. The Guarantee Protection Trust scheme offers real "peace-of-mind" in terms of the guarantee for your basement waterproofing system.

TO CONCLUDE

Basement waterproofing and indeed the general upgrading of basements must be undertaken in a careful, planned and effective manner, if the works undertaken are to provide the desired results. Whilst the use of specific materials and products may increase the cost of our quotation slightly, we are conscious that from experience our specifications are undoubtedly effective and the result is that the basement environment, which is provided, will be suitable for its intended use. Basement waterproofing and basement upgrading are specialist "fields" of work and it is a recognised fact that works of such a category be placed with only responsible and suitably qualified companies.

As part of our proactive customer care plan, if you accept our estimate, your property will receive documented site visits by me and/or other management, ensuring that quality control and the progress of your project are always maintained. Having purchased our waterproofing system we are available for service in the future if you so require.

We hope that the above is of interest. If you have any questions regarding any part of the above, please contact the writer who will be pleased to clarify any points that may have been overlooked. We hope that our recommendation meets with your approval and when you wish us to carry out the work you need only complete and return the attached acceptance of quotation.

We understand that there is no known presence of asbestos containing materials within the property. In the unlikely event that 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.

Yours sincerely

Kevin Regan

Kevin Regan

For and on behalf of **TIMBERWISE**

***TIMBERWISE* SPECIFICATION OF WORKS**

WATERPROOFING

We propose to carry out the following works: -

- Lay perimeter drainage channel into the rebate created by your own builder, on suitable stone. (supplied by the builder)
- Install four inspection ports, for maintenance and cleaning.
- Install 1 Hydrotek (1) sump/pump assembly into sump hole created by your own builder.
- Install **Cavity Drainage Membrane** (8mm) to all wall surfaces.
- Install **Cavity Drainage Membrane** (20mm) over the existing solid floor.
- Apply lime treatment to the new solid floor .

Our quotation for the above works is £7,415.37 + VAT

CLIENT WORKS

The following works should be carried out by the client's own contractor under separate contract:

-

- Lay new solid slab incorporating 125mm wide x 125 mm deep rebate.
- Create 125mm x 125mm square rebate in preparation for perimeter channel installation.
- Make good floor after installation.
- Punch through any internal walls for perimeter passage.
- Remove all traces of timber, i.e. old timber fixings etc.
- Remove all/any old fixings, fixtures, fittings, services, service runs and any protrusions.
- Block up any apertures, create any new structural openings and make good masonry to include complete sweep down.
- Create 650mm deep x 600mm wide sump hole and leave ready for Hydrotek (1) sump/pump
- Provide 2 mains non-switched fused spur for the Hydrotek pump.
- Clean out Basement, remove all effects and sweep out floor rebates, floors and sump hole prior to the arrival of our technicians on site.
- Provide discharge route and connection to drainage as authorised by statutory authorities.
- Lay either floor screed or insulated floating floor over floor membrane as required
- Dry-line and plaster all wall/ceiling areas.
- Plaster over plasterboards.
- Undertake all preparatory /enabling / making good / finishing works in respect of the conversion in accordance with Good Building Practice standards, Building Regulations and Planning issues.
- Ensure that all drainage both within the building and within the curtilage of the site is free running prior to the arrival of our technicians on site.
- Fit double sealed access coverlid over sump pump as required.
- Install drainage collection system to external staircase/lobby/reception.
- Fit all joinery items as per clients requirements

Electrics – Prior to start on site, consideration for electrics must be made. We have not included for this item at this stage.

ESTIMATE

Waterproofing estimate

£ 7,415.37 Plus VAT

OPTIONAL

The Guarantee Protection Trust
10 year insurance backed guarantee

£ 380.80 Inc 10% IPT

OPTIONAL PUMP MAINTENANCE

Annual Clean and Check – Per annum or Per clean

£180.00 Plus VAT

**OUR ESTIMATE MUST BE READ IN CONJUNCTION WITH OUR TERMS OF TRADE
AND THE CLIENT INFORMATION PROVIDED.**

ACCEPTANCE FORM

PLEASE RETURN TO: **TIMBERWISE** (UK) Ltd, 1 Drake Mews, Gadbrook Way, Gadbrook Park,
Rudheath, Northwich, Cheshire CW9 7XF

Ref Number: G63051-KR-CRW

Date of Estimate: 4th April 2019

Site Address

3 Laurel Grove
Bersham
Wrexham
LL14 4HF

Estimate Sent to

Mr Craig Baines
Lawray Architects
The byre
Croes Newydd hall, Wrexham, LL13 7YP

To discuss the progress/booking of your work please feel free to contact our Regional Production Department 03450149669 (please quote your report reference no. **G63051-KR-CRW**)

I / we accept your estimate (and have read and understand the Terms of Contract and Client Information Sheet) as follows:

ESTIMATE

Waterproofing estimate

£ 7,415.37 Plus VAT

OPTIONAL

The Guarantee Protection Trust
10 year insurance backed guarantee

£ 380.80 Inc 10% IPT

OPTIONAL PUMP MAINTENANCE

Annual Clean and Check – Per annum or Per clean

£180.00 Plus VAT

Although the above are identified as options, we would strongly recommend that the client accept the items at this stage to provide further “peace-of-mind”

PARTICULARS OF PERSON ACCEPTING OUR ESTIMATE

Please Note - This Acceptance must be signed by the person who receives and pays the invoice

Invoice to (Full Name)

(As per signature below)

Address

Tel No.

Fax No.

Relationship with property

Required start date

Electricity/Water available

YES / NO

Access arrangements

Guarantee to be issued in the name of

A Deposit of 40% plus VAT to be enclosed (£

Enclosed)

Signed Date

This must be read in conjunction with the Proposal, our Terms of Trade and Client Information Sheet

SKETCH PLAN (not to scale)

Timberwise
SPECIALIST PROPERTY CARE & PRESERVATION

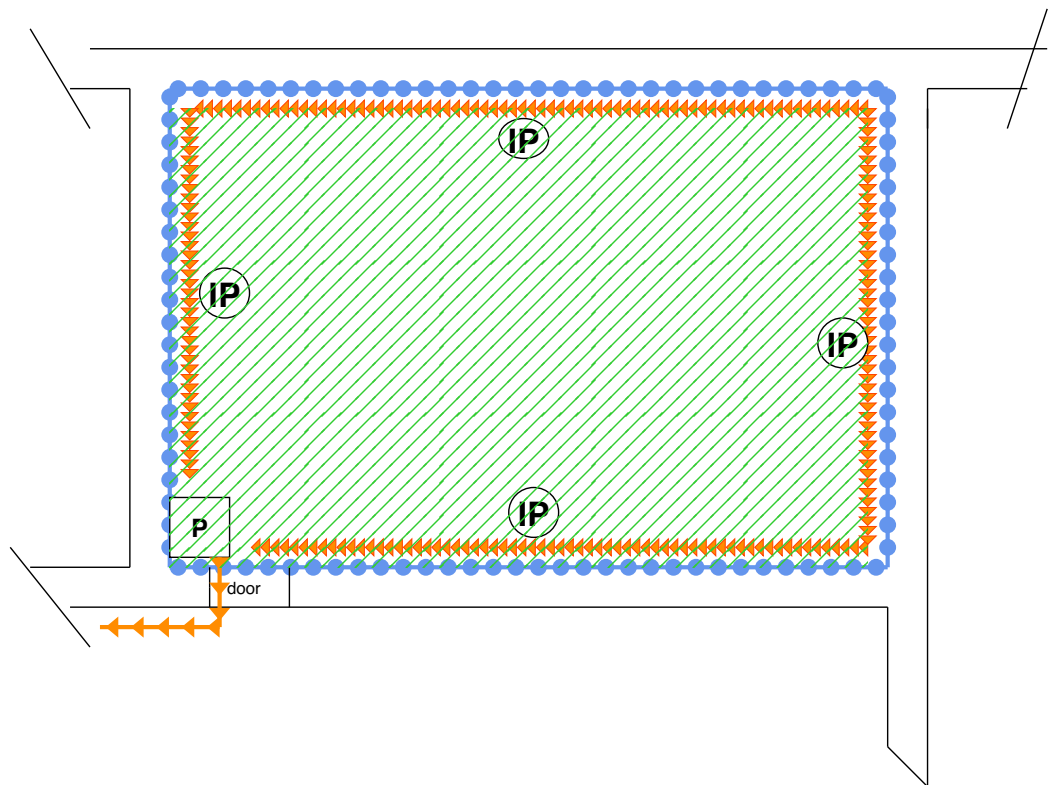
Reference Number:
G63054

Date:
04-02-2019

Property Address:
Basement 3 Laurel Grove Bersham

Surveyor(s):
Kevin Regan CSRT

- Drainage channel
- wall cavity membrane
- floor membrane
- inspection ports
- Hydrotek Pump
- discharge pipe



Waterproofing Customer Information Sheet

Our Workforce

The Timberwise waterproofing technicians have all undergone extensive training in the UK and/or in the US and take pride in carrying out a good job. The majority of our technicians are directly employed by the company and have a wealth of experience in their particular field. On average our technicians have been with Timberwise for over 15 years. On occasion, we use specialist sub-contractors who have usually worked alongside us for many years and are chosen for their reliability.

Guarantees

The Timberwise installation is guaranteed for a period of 10 years, providing the system is maintained to our specification so that the pump system continues to work effectively. When final payment has been settled we will send you the guarantee. Please see separate details for the Pump Warranty.

In addition to our Guarantee, we are able to offer you the added benefit of ***The Guarantee Protection Insurance*** back-up insurance Guarantee. The premium is shown as a separate item on our quotation.

Our system Guarantee is offered in line with British Standard BS 8102:2009. The system is guaranteed to address basement water problems in basements up to 4m deep to a design head of water to the depth of the basement.

Pump Warranty

Timberwise use a variety of pump systems. Over the past 15 years the pumps have been rigorously tested in basement sump environments to ensure that they continue to perform after many years in such a damp environment. Our pumps come with a 1-year manufacturer's warranty. Should our clients experience any problems with the pump in the first year, we will replace it with a new pump. Pumps do not come within the terms of our 10-year waterproofing guarantee and we urge clients to take out our Annual Clean and Check Service.

Basement Use

We have prepared the specification and report in accordance with your brief. Should you require to use the Basement area(s) for any other use than that which you have specified please contact us and we would be happy to modify the specification for your desired use.

Our Specification

Timberwise reserve the right to alter and/or amend any part of our report, recommendations or specification as a result of any adjustments to the client's instructions, the site conditions, the construction condition or on any health and safety issue.

Price Although we make every effort to be precise in our estimating process, occasionally (*although unusual*) additional works may be required in order to achieve the final specification. At the time of our assessment, we could only calculate our estimate based on those items of the structure/construction that were visually accessible as no exploratory works were undertaken. From time to time, upon commencement of works, structural/constructional variations are uncovered (*i.e. a reinforced concrete floor when drilling commences, porous brickwork when plaster/covering is removed etc*). The client should be aware that if these structural/constructional variations could not have been ascertained prior to commencement of the contract, then we reserve the right to amend our specification accordingly and charge for additional works required.

Waterproofing Customer Information Sheet

Contract Works

At this stage we draw your attention to items we will require when we commence works on site:-

Uninterrupted Site Access – Our estimate allows for uninterrupted site access to be made available to our work force once our works commence.

Electricity and Water – We will require access to free 110v or 240v electricity and a water supply.

Welfare Facilities – We assume free access to WC facilities.

Safe Working Conditions – We ask the customer to ensure safe working conditions as laid down by law.

Hidden Services

We ask you to bring to our attention any hidden services such as electrical cables or water pipes that maybe embedded in the walls or floor. We cannot be responsible for concealed/buried/hidden services not bought to our attention.

Concealed Timbers

Often we expose decayed, damaged or defective timber whilst on site. These may need to be removed or repaired. Although we are likely to be able to repair the damage, such repair may incur a small charge.

IMPORTANT ADVICE FOLLOWING WATERPROOFING WORKS

Cavity Drainage Membrane – Like any other waterproofing system, CDM should not be punctured or pierced in any way. Should the client wish to consider alterations to the building/basement/area where a membrane has been fitted then advice must be taken from Timberwise before any alterations can commence.

Building Maintenance – Waterproofing works are not alternatives to good/sound building construction or to good and regular building maintenance. Proper maintenance is the key to the prevention of further "troubles" and particular attention should be paid to roof coverings, including flashings, rainwater disposal systems (gutters, down-pipes, drainage etc.), and construction elements such as window and door cills and pointing.

Ventilation – Adequate ventilation of basement rooms must be created and maintained at all times in order to reduce atmospheric moisture and condensation. In certain circumstances it can be beneficial to install humidity controlled ventilation. We can advise on this.

Drainage – All aspects of plumbing and drainage must be correct, maintained and free-flowing at all times. Traditional natural drainage and/or mechanically pumped drainage must be maintained in a complete, efficient and free-flowing condition at all times. It goes without saying that drainage must comply with good building practice and current Building Regulations. Regular maintenance of all gullies, sumps and pumps must take place to ensure that no build-up of water can occur behind membrane system. If the client has installed a drainage system, it is important that some form of access for rodding / maintenance is built into the overall system. We can help with maintenance of items we installed if you so wish.

Redecoration After Works

Redecoration can usually take place soon after the plaster is dry. We recommend an emulsion paint to allow the walls to completely dry out. Please ask our advice.



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.

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

	GPI Insurance	Contractor Guarantee (only)
Actual Insurance Period	Up to 10 years	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.



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