

Timberwise

BELOW GROUND WATERPROOFING

WATERPROOFING INITIAL SPECIFICATION / TENDER SUBMISSION



Proposed Design and Installation Specification

The Timberwise Waterproofing Specialist Team

Suite 23 Hill House 210 Upper Richmond Road London SW15 6NP

W: www.timberwisewaterproofing.co.uk E: keithdefoe@timberwise.co.uk M: 07789770401

Excellence, Our Only Standard Feature

Client David Moorhouse
Operations Director
HLP UK Ltd
Newbury Suite
7 Keys Park Road
Hednesford
WS12 2HA

Suite 23
Hill House
210 Upper Richmond Road
London
SW15 6NP

Project/Property 3/3a Broad Street
Reading
RG1 2BH

Date 30th July 2020

Ref P40967-KD-MD

Initial Specification / Tender Submission

Further to our site meeting and for the opportunity to provide an estimate for the above project. Further to your information provided to date, we enclose within our waterproofing specification and budget for the structural waterproofing required.

We have prepared this specification based on our understanding of what you require. We hope that we have interpreted your instructions correctly and please do not hesitate to contact us for further clarification and discussion.

Our Design and Installation Experience

At Timberwise we pride ourselves on providing accurate and robust internal and external waterproofing designs and we install to the highest quality so that we can issue our long term guarantees. As every project is different our extensive experience ensures we adopt a careful assessment of the requirements prior to adopting the best design and choice of the best systems and solutions. Being independent, we are able to select appropriate products for the project, site condition and construction sequence. We only chose the best of products for your project.

Health and Safety and Project Delivery

We deliver a concise and professional project managed installation service, with quality checks and sign off processes in place to ensure a robust waterproofing system that works.

Health and safety is paramount to all working near to and on a construction site. We hold an array of accreditations to support our commitment to safety and compliance. We are audited and approved members of CHAS, Constructionline (Gold), Safe Contractor, and SMAS health & safety schemes. Clients have peace of mind that we manage risk through our H&S site management and compliance.

Reliability and Coverage

Overall, we strive to be a reliable partner to you in delivering your project on time, within budget and safely. We employ over 120 people and operate throughout England and Wales.

Waterproofing Specification

Any waterproofing designs that we propose are usually designed with guidance from the British Standard, BS8102:2009. This is the code of practice for protection of below ground structures against water from the ground. As a minimum, our waterproofing specialists hold the industry's Certificated Surveyor in Structural Waterproofing qualification.

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.

The existing basement is disused with extensive condensation issues due to the lack of air circulation and dampness ingress through the earth retaining. The walls and the floor are affected by penetrating dampness from the ground due to the lack of an effective waterproofing system.

Due to the above we would like to propose the following works as discussed

Timberwise Waterproofing to carry out the following works:

1. Apply a Anti mould wash to all of the surfaces prior to waterproofing.
2. Excavate out the perimeter of the floor to form a recess for a perimeter drainage channel.
3. Supply and install the perimeter drainage channel into this recess laid on to clean stone.
4. Supply and install new access ports for the drainage channel.
5. Excavate out the floor to form a sump chamber.
6. Supply and install a Single V3 ground water pumps into this hole.
7. Connect the discharge pipe to the nearest agreed drainage pipe or outlet the MC to supply a suitable connection point.
8. Secure the 8mm cavity drain membrane to the perimeter walls as requested using the Delta jointing tape and over seal corner strip tape to be sealed along all edges and profiles as required using the corner strip and the Quick Seal plugs at 600mm centres.
9. Lay 20mm or 8mm cavity drain floor membrane and seal to the perimeter drainage channel using the corner strip jointing tape.
10. Leave the site ready for others to fit out and line as required.

We will require the following works to be undertaken by others under separate contract prior to our arrival.

- Strip out all of the old fixtures and fittings and remove all debris
- Supply and install fused spurs to operate the pump and alarm
- Provide a suitable drainage connection
- Provide power lighting and clean water
- Supply and install a air extraction system suitable to be ducted up to the roof

Unless otherwise stated, we have allowed for waterproofing works only, we have not allowed for preparation, or any finishing works.

Waterproofing Estimate: £13,382.35 + VAT to be carried out during normal working hours

Notes

The Excavation works are based upon a standard concrete floor we have not taken into account for re-enforcement steel bars should it become apparent these are present additional costs will occur for the excavation works

We have assumed the walls and the floor are suitable for this type of waterproofing system as this doesn't rely on a mechanical adhesion to the existing structure and therefore this system can be reversed and removed without causing damage to the structure.

The system will need dry lining and a chipboard floor laid over for protection, should you wish for Timberwise to price for these works please advise.

Guarantee and Insurances

Timberwise carry extensive £10m Employers, Public and Product Liability insurance. The design work and advice we give to our customers are backed by Professional Indemnity insurance. Unlike most waterproofing contractors we also carry a unique Product Guarantee insurance that covers Timberwise in the advent of any claim on our long-term Guarantee. These insurances are the most comprehensive in the waterproofing industry and give peace of mind to our clients.

Our waterproofing work usually carries a 10-year Timberwise guarantee not only on products used but more importantly, and crucially, on our workmanship. With waterproofing it is all in the detail.

Any mechanical items such as pumps carry a manufacturer's 12-month warranty.

We are also approved to offer a 10-year insurance backed consumer protection guarantee from the industry's leader in this field, Guarantee Protection Insurance Limited (GPI).

The Next Steps

This document has been provided as a guide to your forthcoming project. Depending on what stage the project is in will depend on the next stage. We recommend that we are invited to join the design team to detail the below ground waterproofing. If the project is beyond this design stage, a face to face and site meeting will be required to firm up on the specification prior to finalising your requirements and a programme plan. We will then produce a formal report, specification and a denoted floor plan.

We look forward to hearing from you. If you have any queries, I can be contacted on 07789770401

Kind regards

Keith Defoe **CSSW WDS ACABE**
Managing Surveyor and Waterproof design specialist

For and on behalf of TIMBERWISE (UK) LIMITED

Acceptance Form

PLEASE RETURN TO: Timberwise (UK) Ltd, Suite 23 Hill House 210 Upper Richmond Road London SW15 6NP

Ref Number: P40967-KD-MD

Date of Estimate: 30th July 2020

Property Address	Client Address
3/3a Broad Street	David Moorhouse
Reading	Operations Director
RG1 2BH	HLP UK Ltd
	Newbury Suite
	7 Keys Park Road
	Hednesford WS12 2HA

To discuss the progress/booking of your work please feel free to contact our Regional Production Department (please quote your report reference no.

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

WATERPROOFING ESTIMATE

*Type C

£ 13,382.35 Plus VAT

*Including Timberwise Guarantee of 10 years.

OPTIONAL

The Guarantee Protection Trust
10 year insurance backed guarantee
(subject to scope of works)

£ 542.08 Inc 12% IPT

OPTIONAL PUMP MAINTENANCE

Annual Clean and Check – Per annum or Per clean
(per pumping station)

£ 250.00 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. _____ Email. _____

Relationship with property _____

Required start date _____ Electricity/Water available YES / NO

Guarantee to be issued in the name of

A Deposit of 40% plus VAT to be enclosed

Signed Date This must be read in conjunction with the Proposal, our Conditions and Terms of Contract and Client Information Sheet.

SKETCH PLAN (not to scale)



Reference Number:

P12345

Date:

30-07-2020

Property Address:

3 Broad Street Reading RG1 2BH

Surveyor(s):

Keith Defoe CSSW

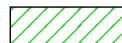
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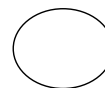
Drainage Channel



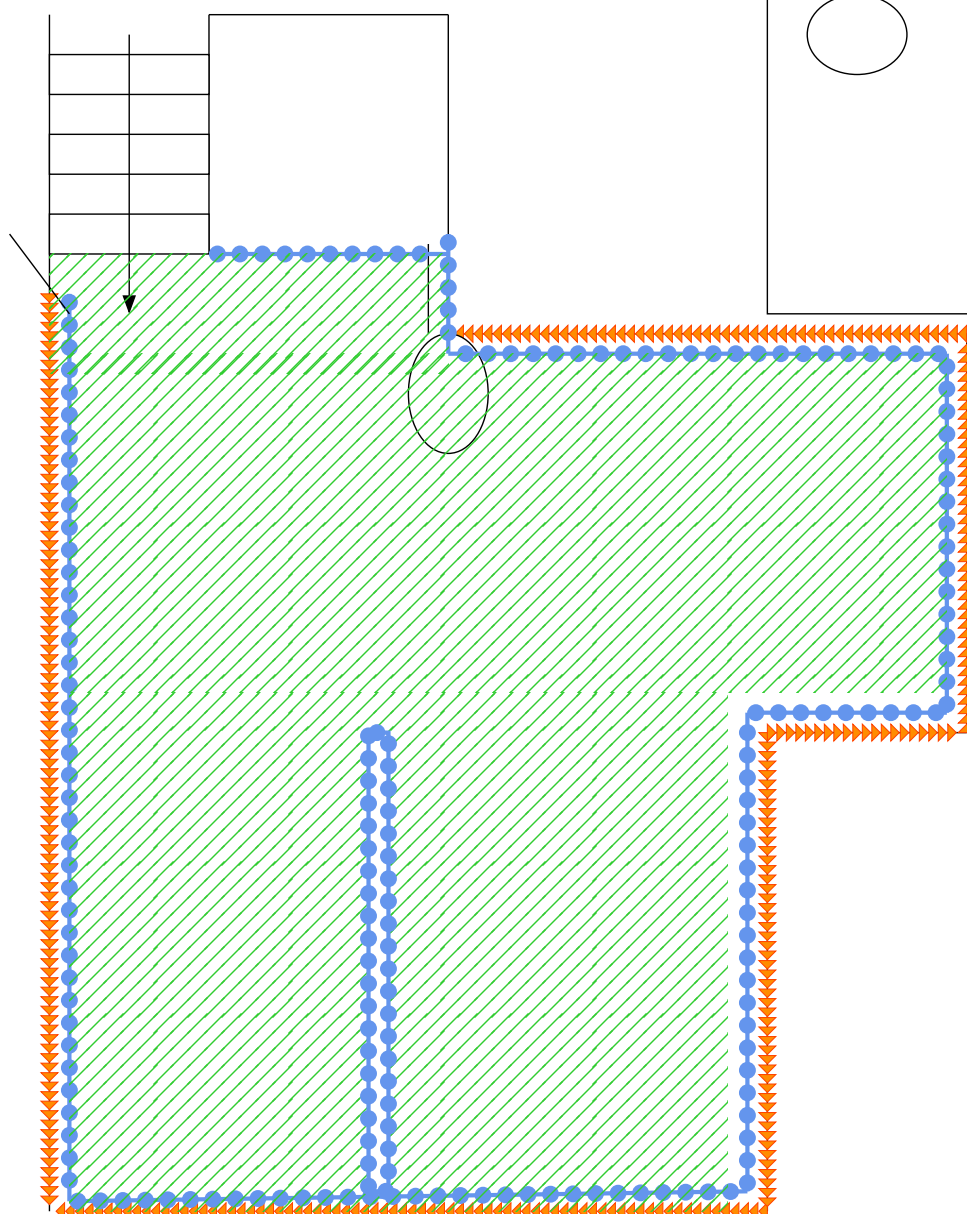
Wall Cavity Drain Membrane



Floor Cavity Drain Membrane



Sump pump



Terms and Conditions of Contract

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 principle 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 to 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 precision 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, subcontractors 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