Timberwise

Client:
James Whipp
ADP Architects
16 Bridge Lane
Holmfirth
West Yorkshire
HD9 7AN

Kirkfields Business Centre
Kirk Lane
Yeadon
Leeds
West Yorkshire
LS19 7ET

Redacted

www.timberwise.co.uk

Date :- 16.6.26

Dear James,

Thank You For Choosing Timberwise

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

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

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

Moving Forward – The Next Step

Arranging a convenient start date for any works to proceed couldn't be easier. Simply give your local Contracts Team a call on or contact them on Redacted You can also contact them via email on Redacted

Alternatively, you can accept your quotation online at Redacted

We look forward to hearing from you.

Yours sincerely,

Redacted

Martin Wilkinson CSRT CSSW
Surveyor
For and on behalf of Timberwise (UK) Ltd.

Mobile: Redacted

Email: Redacted

Timberwise SPECIALIST PROPERTY CARE & PRESERVATION Since 1968

Timberwise

Trust The Experts – Trust Timberwise

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

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

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

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

Timberwise

Property Preservation
Done Properly

www.timberwise.co.uk **0800 99 11 00**

Timberwise

Survey Report & Proposal

Kirkfields Business Centre
Kirk Lane
Yeadon
Leeds
West Yorkshire
LS19 7ET

Redacted

www.timberwise.co.uk

Client:
James Whipp
ADP Architects
16 Bridge Lane
Holmfirth
West Yorkshire
HD9 7AN

Property:
Stubbin Farm
Stubbin Lane
Marsden
HD7 6NB

Surveyed by:	Martin Wilkinson CSRT CSSW
Date of Instruction:	June 2026
Date of Survey:	15th June 2026
Date of Report:	16th June 2026
Our Reference:	NE26245/MW/la



IMPORTANT

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

Timberwise

Your Timberwise Report

This report has been compiled by our surveyor, Martin Wilkinson.

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

Timberwise
Martin Wilkinson CSRT CSSW
Surveyor

Redacted

E:
www.timberwise.co.uk

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

Survey Report Contents

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

Introduction and Scope

Your instructions were to inspect the above property to determine the presence and extent of problems associated with wood boring beetles / decay to the barn roof timbers.

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

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

At the time of our inspection the property had stored items within and a limited view using ladders.

The above-mentioned property is a barn attached to the main house of solid stone construction.

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

External Observations

All rainwater disposal goods and gutters should be checked by others under a separate contract and, we did not see any obvious issues though we must stress it was dry at the time of survey. We cannot know how they would cope if fully charged with water.

Internal Observations, Recommendations and Specification

Timber Observations

Roof Timbers

Our inspection was restricted by access however we did access some of the timbers with the aid of ladders though much was from ground level.

The roof is comprised of 2 number queen post trusses supporting 4 rows of purlins (2 to each slope) which in turn are supporting common rafters.

We could see evidence of widespread infestations and some minor surface decay where water may have ingressed in the past, most of the timbers / purlins are of a good size and section and seem adequate however, we noted 3 number purlins that are questionable, not only because of infestation and some decay but also due to the actual size and section which are non-uniform and have some vulnerabilities. These are to the left hand side of the barn running into the left hand wall and are the front upper purlin and the rear slope both purlins.

We would be of the opinion that these should be considered for swapping or additional alongside, your structural engineer should check and discuss.





Elsewhere, we understand it is the intention to retain the roof timbers and as discussed, we would suggest that if they are to be retained and visible, you should consider a light grit or soda blasting prior to carrying out the treatments, this would remove any surface infestation and unsightly areas.

All infestations within the report, unless otherwise stated, are by the Common Furniture Beetle, *(Anobium punctatum)*. This wood boring insect is responsible for about 75% of all woodworm damage within this country and will attack both softwoods and hardwoods.

Recommendations

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

Timberwise

Specification for the Guaranteed Control of Wood Boring Insects

To be carried out by Timberwise

SPECIFICATION for Guaranteed Treatment against Wood Boring Insect Attack

LignaTeK Woodworm Treatments

Areas for Treatment; Retained Roof Timbers
Our Technicians will clean down and prepare timbers as necessary for treatment; apply spray treatment of LignaTek Insecticidal Fluid.

It is assumed that access would be available as in the first floor timbers being in place prior to the treatments being carried out. Once the roof is exposed and opened up, any decayed or vulnerable Timbers may need to be swapped or removed; this relates mainly to common rafters we have not been able to check at close quarters and the bearing ends of any embedded timbers.

Post Treatment Emergence –
In the treatment of timbers for eradication of woodborers, it is possible that a few deep seated larvae may escape the immediate effect of the treatment by being below the limit of chemical penetration. These larvae may subsequently emerge as adult beetles in the three years (for Common Furniture Beetle) following treatment. In the case of Death Watch Beetle, the period of emergence may be even longer because of their longer life cycle. Should this happen, the beetles will die upon emergence but would give the impression that re-infestation has occurred.

The treatment to timbers will prevent the development of any further eggs and with the final emergence of beetles the treatment becomes completely effective therefore, the infestation will eventually die out. Due to post treatment emergence of beetles, it is clear that any suspected failure of the treatment cannot be ascertained for at least three years or more after treatment and re-inspection within this period would therefore be inconclusive and serve no useful purpose.

Further Information

Timber Treatment
Whilst every care will be taken, Timberwise can hold no responsibility for timber treatment fluid that leaches through cracks and fissures within the ceiling. Some staining may occur however, this has no effect on the plaster and can be covered with stain blocker and then normal decoration. Should the client require further information on the chemicals used, please do not hesitate to request the chemical data sheets from our office.

Discolouration of timbers
Please be aware that there is a possibility, although relatively small, for discolouration to occur to the treated timbers following the application of our insecticidal fluid. This can be more pronounced where the existing timbers have been sand/grit blasted or soda blasted prior to the treatment process. Unfortunately, this can sometimes occur due to the water based chemical reacting with any residue from the blasting. We cannot accept any liability for this should this occur.

Generally

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

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

Party Wall
Where the works described in this report involve a party wall, we must draw your attention to the fact that the Party Wall Act 1996 applies. This Act requires the owner to notify their neighbours of any proposed works and obtain consent for the work to commence. Consent cannot be unreasonably withheld.

Should you require further advice or information please do not hesitate to contact us.

Parking
Where residential parking permits are required to park outside premises, we would require the client to provide these permits free of charge for the duration of the works.

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

Asbestos
During works, should we uncover suspected asbestos containing materials Timberwise may have to suspend work to have the material investigated for asbestos. We will stop work, seal the area and immediately inform you. Testing for asbestos is an easy procedure which we can either deal with on your behalf or make recommendations, this will, however, incur additional charges. Please note that we do not get involved in the removal process of asbestos.

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

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

Our enclosed quotation is based on carrying out the work during normal working hours (Monday to Friday) and also that a free supply of electricity and water will be provided. To arrange for the soonest possible start date for the works to proceed please complete and return the enclosed Acceptance to the local office. If you would like to arrange a provisional start date by telephone, then please call the local office on **01133410328.**

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

IMPORTANT CLIENT INFORMATION

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

Yours sincerely,

Redacted

Martin Wilkinson
Redacted

For and on behalf of TIMBERWISE (UK) LIMITED

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

Quotation – Client's copy

Redacted

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

Timberwise

Quotation Acceptance – To return to Timberwise

Redacted

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 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, sub-contractors and authorised agents;

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

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

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

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

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

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

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

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

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

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

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

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

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

12 **Termination**

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

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

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

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

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

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

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

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

13 **Data protection**

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

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

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

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

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

14 **General**

14.1 **We** may change these Conditions from time to time. No change will apply to **your Contract** unless **we** have told **you** about it before **you** placed **your Order** unless such change is required by law. Changes to the **Contract** will be binding only if agreed by both of us in writing.
14.2 **You** may not transfer, or assign any of **your** rights or obligations under the **Contract** without **our** prior written permission.
14.3 **We** may sub-contract or assign any of its rights and/or obligations under the **Contract** and **we** will notify **you** in writing if this happens.
14.4 Unless stated otherwise, notices and other communications must be made in writing and sent by 1st class post to the recipient at its address set out on the **Order** (or from time to time notified in writing) and (save as provided below) shall be deemed to be delivered on the second working day after the day of posting. Notices of cancellation under condition 4 are effective on the date of posting.
14.5 Failure to enforce any right or failure to insist on the performance of any obligation under the **Contract** will not constitute waiver of that right or prevent a party from enforcing that obligation at a later date.
14.6 Each of the conditions and sub-conditions of these **Conditions** operates separately. If a court or other regulatory body decides that any part of the **Contract** is not enforceable, the remaining parts the **Contract** will remain in full force and effect and will still apply to **your** purchase and **our** performance of the **Works**.
14.7 The **Contract** only gives rights to and places obligations upon **you** and **us**. No other person or company shall have any rights under the **Contract** or may enforce it against either of **us**.
14.8 The **Contract** is governed by English law and disputes under it will be decided in the courts of England or, if **you** live in Scotland or Northern Ireland, **you** may bring proceedings in the jurisdiction in which **you** are domiciled.

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

15 **Business Customers**

15.1 The provisions of condition 4 do not apply to business customers.
15.2 If the **Contract** is changed or cancelled otherwise than is permitted under these **Conditions** without **our** prior written consent, or if the **Contract** is otherwise cancelled due to **your** fault or breach, **we** will withhold **your** full deposit.
15.3 If **you** fail to take delivery of any **Goods** when made, risk in the **Goods** will pass to **you** upon the date on which **we** have tried to make delivery and **you** will be responsible for **our** costs of storage of the **Goods** from that time. Until title to **Goods** passes, you must hold the **Goods** as **our** fiduciary agent and bailee and keep them properly stored, insured and marked as **our** property. **You** may not pledge or charge the **Goods** by way of security for any indebtedness but, if **you** do so, all monies due to **us** shall become immediately due and payable.
15.4 Until such time as title to the **Goods** passes and, providing the **Goods** are still in existence and have not been incorporated in other goods, **we** shall be entitled to require **you** to deliver up the **Goods** and, if **you** fail to do so, to enter upon the premises where the **Goods** are kept to repossess the same. **You** shall indemnify and hold **us** harmless against any costs, expenses and / or liability that **we** may incur to any third party in connection with any re-possession or attempted re-possession.
15.5 Except in relation to death and personal injury caused by negligence and liability for fraud or fraudulent misrepresentation:
15.5.1 the **Guarantee** sets out **our** total liability to **you** in relation to the **Works**;
15.5.2 **We** will not be liable for any indirect, special or consequential costs, losses or expenses (including loss of profit, loss of business, business interruption or loss of business opportunity); and
15.5.3 **Our** total liability under the **Contract** (whether for breach of contract, negligence (including tort) or otherwise) will be limited to the **Price**.
15.6 **We** do not warrant that the **Goods** will be reasonably satisfactory or fit for purpose. It is your responsibility to ensure that the **Goods** fulfil your requirements. All implied warranties are hereby excluded by **us** to the fullest extent permitted by English law.
15.7 **You** acknowledge and agree that the **Contract** is the entire agreement between **you** and **us**, that it replaces all previous agreements (whether oral or written) and that, in entering into the **Contract**, **you** did not rely upon any matter that is not set out in it.
15.8 The **Contract** is governed by English law and the English courts will have exclusive jurisdiction in relation to any dispute arising under it.

Cancellation Notice

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

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

To: Timberwise (UK) Limited

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

By fax: 01606 334748

By email: hq@timberwise.co.uk

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

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

Name of consumer(s):

Address of consumer(s):

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

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

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

Date

WILL YOUR GUARANTEE BE WORTHLESS IN A FEW YEARS?

BE SURE - INSURE MAKE A GOOD DEAL BETTER!

FIRST THINGS FIRST, CHOOSING THE RIGHT CONTRACTOR



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

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

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

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

WHO ARE GPI?

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

PCA Property Care ASSOCIATION | GPI A Kinnell Group Company

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

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

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.

PCA Property Care ASSOCIATION

GPI A Kinnell Group Company

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

Policy Summary

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

This Summary contains keyfacts® **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 0NE. 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

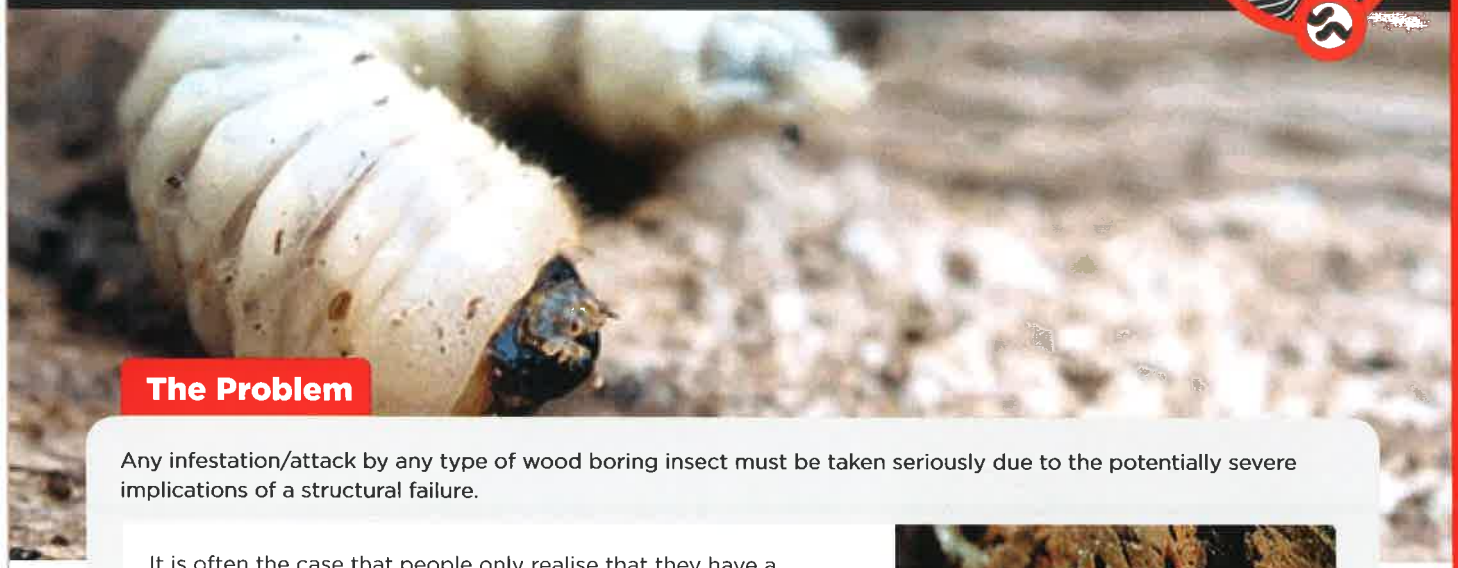
The law applicable to this Policy is that of the legal jurisdiction in which the **Insured Works** are situated.

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.

LignaTeK
Woodworm Treatments

Timberwise
SPECIALIST PROPERTY CARE & PRESERVATION

Woodworm Solutions



The Problem

Any infestation/attack by any type of wood boring insect must be taken seriously due to the potentially severe implications of a structural failure.

It is often the case that people only realise that they have a woodworm attack following the discovery of a fine powder, called frass. Frass is caused as a result of the beetle exiting the timber as a part of the lifecycle. The female lays her eggs on the timber and so the lifecycle continues.

Depending upon the species of beetle, the actual active/boring life cycle of the beetle can be from 3 to 7 years.

Severely infested timbers can become structurally unsound, which could be serious health and safety issue.

Generally, dependent on the weather, the beetles are active from April to September.

However, the warmer the weather, the earlier the woodworm become active which can result in activity as late as October.



Our Solution

With over fifty years' experience in dealing with timber and structurally related issues, our technical surveyors will be able to determine the nature and extent of the attack, and propose the right remedy for the situation in hand.

Our surveyors will identify:

- The species and scale of infestation.
- What damage has occurred, and whether further structural investigation is required.
- Check if the infestation is current/active or old/historical.

Following our survey we will propose the correct solution, no matter how serious the attack (including from Death Watch and House Longhorn Beetle).

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0800 99 11 00 | tekteam@timberwise.co.uk | timberwise.co.uk

LignaTeK Woodworm Solutions

Technical Information

Generally there are four species likely to be found in the UK:

Common Furniture Beetle
(Anobium punctatum)

It is estimated that at some point about 75% of UK properties will suffer from an infestation, and generally the older the building the increased likelihood there is of an attack.

Wood Boring Weevil
(Pentarthrum huttoni or Euophryum confine)

The Weevil really likes very damp and decayed timber, and often chemical treatment is unnecessary once the decayed wood has been replaced.

House Longhorn Beetle
(Hylotrupes bajulus)

Historically only found in the southern part of the UK, this beetle enjoys the sapwood of softwood, therefore roof timbers are a common source of attack. However, as the climate becomes warmer, we are seeing these beetles attacking timbers further north.

Death Watch Beetle
(Xestobium rufovillosum)

Death Watch Beetle is by far the most destructive type of woodworm. With a life cycle of approximately 7 years, and with its physical size, it can cause devastating damage to timbers.

Other less common beetles are also Bark Borer and Pin Hole Borer.



Why use Timberwise LignaTek?

- **Industry trained and experienced surveyors.**
- **Over 50 years of history in property preservation.**
- **Fully health and safety compliant products.**
- **Full long term guarantees.**
- **Approved by leading architects, and other professional practices.**
- **Trained and knowledgeable technicians.**

Specialist Property Care Since 1968 & Preservation

PCA Property Care Association

Which? Trusted trader

SafeContractor Approved

GPI

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LignaTek Woodworm Solutions

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Customer Information Sheet (Woodworm)

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

1. Customers should ensure that mains water and electricity are available at all times, free of charge, whilst Timberwise are on site.

2. Unless stated differently, The Timberwise quotation is based upon the assumption that the customer will be responsible for ensuring that all furniture, floor coverings and other household possessions, including plants are removed from the treatment area prior to the commencement of the work and subsequently, replaced. It is not recommended that floor coverings of any type are reinstated until the treated surfaces are dry. If a specific timescale is recommended, our Surveyor will inform the customer of such.

3. Timberwise do not accept any responsibility for any damage to hidden services (Such as electricity cables, water / gas pipes etc) not previously brought to our attention by the customer.

4. If the property is occupied by tenants, it is essential that the customer notifies them of the necessity to remove all furnishings, floor coverings and personal effects from the areas where treatments are to be undertaken. This must be completed prior to the arrival of the Timberwise technicians on site. We will not accept any liability for damage to any of the above items if they are left on site.

5. It should be noted that the long term guarantee for woodworm treatments does not apply to areas that are either painted, varnished, portable or plywood, unless specifically stated within the report.

6. The attached report is copyright and is for the benefit and use of the addressee only. We accept no responsibility for the survey or for this report for any other person or company. On no account must this be duplicated or copied in whole or part without our written authority.

7. Your attention is drawn to the Party Wall Act etc. of 1996. Party walls are the joint responsibility of adjoining owners. Where work on a party wall is necessary the client must advise the owner of the adjoining property before works are commenced.

8. Unless otherwise specifically stated in our report, Timberwise have not included for the removal and / or replacement of any water, gas or electrical services. However, where Timberwise have included for the removal and replacement of any electrical, gas or water services to facilitate their work, they do so on the basis that the respective services are without defect. At the time of refitting a service, any apparent defect which prevents Timberwise from effectively doing so, will be brought to the customers attention. If additional works are necessary a supplementary quotation will be submitted prior to any additional works being completed.

9. Where work to an external wall is to be carried out from the neighbour's property it is essential that the customer obtains written permission beforehand so as to ensure free working access is available to Timberwise at all times.

10. While working on the outside of the property Timberwise will take every care possible to avoid damage to plants, shrubs etc adjacent to the external working area. However no guarantee can be given that damage will not occur and accordingly Timberwise do not accept any responsibility for any damage caused.

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Timberwise
SPECIALIST PROPERTY CARE & PRESERVATION

Customer Information Sheet (Woodworm)

11. Timberwise reserves the right to change or vary its recommendations/specifications from time to time, without notice, in order that the customer may obtain the benefits of, either improved techniques, better materials or improved working methods.

12. If you intend to use your own builder/contractor to carry out the necessary re-plastering work, it should be noted that no responsibility is accepted for the quality or effectiveness of work carried out by others. We draw your attention to the enclosed information detailing the plastering specification which must be strictly adhered to. Non-compliance with the correct specification could invalidate the guarantee for the damp proofing work.

13. It is the customers responsibility to ensure that the property is well maintained to all areas at all times. Failure to ensure the property is correctly maintained could invalidate the guarantee issued by Timberwise.

14. Whilst every possible consideration and care will be taken of the customers property and possessions, Timberwise cannot accept any responsibility for damage caused when working in close proximity to such items or where it is necessary for Timberwise to move or remove such items.

15. Redecoration should be delayed as long as possible and should not be applied within six (6) weeks of the finished plaster coat. Final decorations which reduce permeability such as papers and oil paints should not be applied until the walls have dried out with at least a twelve month drying out period being allowed following the temporary decoration. Temporary decoration should be limited to water vapour permeable finishes such as a water based matt emulsion paint. At no time should you consider the use of vinyl or equivalent paints or coverings.

16. Post treatment emergence is possible after timbers have been treated. Beetles may still emerge from the timber as they complete their lifecycle after treatment has been completed. With infestations of Death Watch Beetle and House Long Horn, which have much longer life cycles, post treatment emergence may continue for as long as five years. However, the beetles when emerging will have digested treated timber and will not be capable of re-infesting the treated areas and the infestation will die out.

17. Fibre glass/ insulation materials may be lifted and re-laid during treatments subject to their suitability. If materials are unsuitable to re-lay the customer should make provision to install new installation.

18. Where floors are laid using tongue and grooved floorboards, all reasonable care will be taken to avoid damage during the lifting of these boards. We cannot be held responsible for any unavoidable damage which may occur during the lifting and re-installation. Should damage be excessive it may be necessary to install new floor boarding. Should this become necessary you will be informed of the need and if requested a quotation will be supplied for the completion of these additional works.

19. Specimen copies of the guarantees are available upon request.

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Health & Safety Relating to Woodworm & Fungal Decay

Please read and take note of the following advice.

1. **WOOD PRESERVATIVE & DRY ROT TREATMENTS (MASONRY STERILISERS)**
   All the wood preservatives and dry rot treatments used by this Company have been cleared and registered under the Control of Pesticides Regulations (COPR) which is managed by the Health and Safety Executive (HSE). All registered products have an HSE number which is shown on the container label. The product label contents are part of the approval and give information on the application and safe use of the chemical. Our use of the products is in accordance with those label requirements which includes reference to the COSHH (Control of Substances Hazardous to Health) regulations.

2. **SAFETY PRECAUTIONS TO BE OBSERVED DURING AND AFTER TREATMENT**
   Most wood preservatives and dry rot treatments are supplied to us by the manufacturers as a concentrate to be mixed with water before use.
   The risk phrases and hazard symbols on the label of the concentrate do not necessarily apply to the diluted material. In most cases the dilution will not be classified as hazardous. Drums of prepared material carry an appropriate label.

   In normal use the materials that we use do not represent any risk or hazard to the occupants of the building provided that the following precautions are observed and followed.

   Ensure that "re-entry" times are adhered to. For the spray applied wood preservatives the standard precautionary phrases are: "Exclude all unprotected persons and animals during treatment and for at least 1 hour after treatment is completed". And: "Ensure there is a physical barrier to prevent contact by unprotected persons and animals until treated surfaces are dry". In this case a physical barrier can be say, a sheet of polythene or simply that the treated surface is out of reach or inaccessible. Masonry biocides used in dry rot repairs have a different phrase: "Unprotected persons or animals should be kept away from treated areas for 48 hours or until surfaces are dry".

3. You must not enter the area whilst the work is in progress and should adhere to any re-entry times shown on the warning notices posted at the property.

4. Anyone suffering from asthma or other respiratory problems must vacate the property during the work and allow for a suitable re-entry time.

5. Pets, fish, plants, clothing and food must be removed from the treatment areas prior to our works commencing and not be replaced until a suitable time has elapsed.

6. All naked flames, fires, pilot lights and boilers in or adjacent to treatment areas must extinguished before treatment and re-ignited no sooner than the timescale as appropriate.

7. All treatment areas should be suitably ventilated during treatments and directly upon completion to accelerate both the drying time and re-entry times.

   Where treatments are to be completed on behalf of a main contractor it is the responsibility of the main contractor to ensure that the property and the areas for treatment are clearly marked and void of any other trades during treatments and during the exclusion times relevant to the contracts.

8. Clients should note that where treatments have been completed in or around polished surfaces the top surface may become a slip hazard until dry. All relevant care should be taken should it be necessary to transverse these specific areas.

9. **TIMBERWISE TREATMENT FLUIDS**
   Nearly all our fluids consist of over 95% water. Active ingredients make up a very small percentage of the fluids used.

   Please contact your local office to obtain Health and Safety data sheets should you require them.

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Timberwise
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Timberwise - We offer more than you think!



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

Air Quality
Condensation control
Mould eradication
Radon control
Ventilation

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



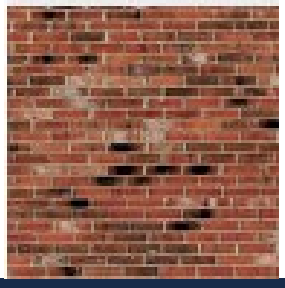
Penetrating Damp
WeatherTek penetrating damp treatment

Flooding
Flood remediation
Flood treatments

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



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



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

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

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