

Colliers International
C/o Mr. D Hogg
50 George Street
London
W1U 7GA

Report Ref: 32217.1/DG

Email: dennis.hogg@colliers.com

12th January 2021

Dear Madam

Site Address: 27 Connaught Street, London, W2 2AY

Thank you for your instruction to provide a revised specification/quotation for Type C damp/waterproofing at the above property. We have pleasure in submitting our revised Report for your consideration.

These recommendations are based upon information supplied at our meeting, and observations made at the time of our visit. If any aspect has been misinterpreted or any matters discussed verbally at the time of survey are not included, please notify us immediately as it may be necessary to amend the information contained in the Inspection Report.

Next Steps

Should you wish to proceed with the recommended works, please sign the enclosed Acceptance of Quotation Form and return to the Contracts Department to the address as stated on the Form along with payment of the requested deposit. Please provide a copy of your Passport or Driving Licence (for non-commercial clients).

Upon receipt, a member of our Contracts Team will contact you to schedule the start date and works programme. They will be your main point of contact throughout the project. I will also keep a watching brief on the project and can be contacted at any time if you have any questions. On completion, an invoice will be sent requesting the outstanding balance to be paid.

All quoted prices are valid for a 28-day period from the date of the quotation unless stated otherwise.

We trust the enclosed meets with your approval. I would be happy to discuss the report and answer any questions you may have. In the meantime, we thank you for the opportunity.

Yours sincerely

ProTen Services



Darren Goodwin CSSW CSTDB

Surveyor

Tel: 07966304612

PROTEN SERVICES INSPECTION REPORT

This report has been provided by ProTen Services for the private and confidential use of the client for whom the report is undertaken. It should not be reproduced in whole or in part or relied upon by third parties for any use without the express written authority of the Company. No responsibility will be accepted in relation to third parties, howsoever involved. This report does not constitute a structural survey unless stated otherwise.

REPORT REF:	32217.1/DG
CLIENT NAME:	Colliers International
PROPERTY ADDRESS:	27 Connaught Street, London, W2 2AY
SURVEYOR:	DARREN GOODWIN CSSW CSTDB

Date of Instruction:	November 2020	Date of Re-inspection:	11 th December 2020
Building Type:	Terraced retail outlet	Construction Date:	Unknown
Occupancy Status:	Operational	Wall Construction:	335mm brick
Weather:	Dry and cold		

Inspections are limited to those areas that are accessible and available for inspection at the time of survey. Reports are prepared on visual evidence or information supplied. We cannot inspect parts of the property that are covered, unexposed, or inaccessible at the time of an inspection and as such we cannot give assurance that any such area is free from infestation, fungal decay, or rising damp. Out buildings, external joinery, including windows, are excluded from survey. It is essential that immediate steps be taken to eliminate the source of any moisture ingress identified, and that, thereafter, the building be maintained in a weatherproof condition. Please refer to the enclosed Client's Guide and Responsibilities as necessary.



CONFIRMATION OF INSTRUCTIONS:

We thank you for your instructions to re-attend the property in order to remove plaster/brick samples of the basement walls for gravimetric analysis and subsequently revise our damp/waterproofing specification. We have pleasure in submitting our revised Report based upon our site meeting on the 11th December 2020.

Our recommendations are based upon information supplied at our meeting and observations made at the time of our re-inspection. If we have misinterpreted any aspect, please notify us immediately as it may be necessary to amend the proposed specification.

All directions given in this report were taken from outside the property facing the front.

This report supersedes our previous report dated the 23rd of October 2020 - REF:32217

OBSERVATIONS

EXTERNAL

An external inspection of the property was made as sources of moisture ingress can lead to decay in timbers built in and adjacent to damp walls.

The front façade is constructed in timber and glass. Decay was notable at the wall/ground junction of the timber frame facade which may allow surface water to penetrate the basement lightwell soffit/walls directly below. Dry lining exists to the soffit below the pavement and subsequently hindered our inspection of the structurally suspended soffit. However, moisture to the adjoining basement wall/s would be indicative to penetrating dampness.



A Damp-proof course (DPC) could not be located at the time of our inspection.

It would appear that basements exist within the neighbouring properties. At the time of our attendance, we were unable to gain access into said properties to ascertain adjacent floor levels. Therefore, where a standard damp-proofing specification is recommended, this is based on the assumption that the adjacent floor levels are at the same or below the floor level within this property.



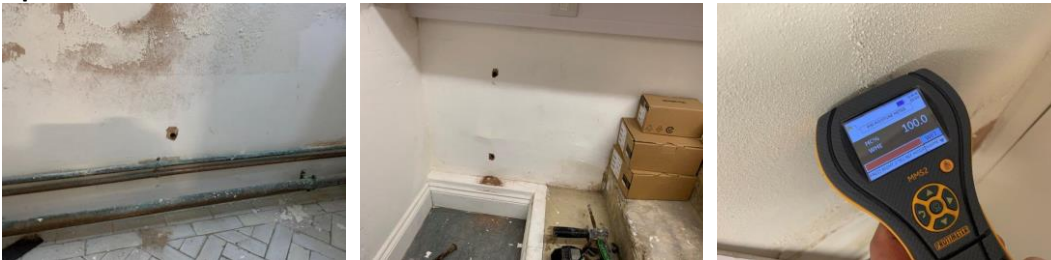
INTERNAL

DAMP

Our initial diagnosis of apparent rising dampness takes into consideration the basic construction of the building, the visual defects noted, and the distribution of moisture patterns obtained by non-destructive testing using the Protimeter Electric Moisture Meter.

Evidence of excessive moisture was noted to the wall/s indicated on the attached sketch plan. Subsequently, plaster and brick dust samples were taken in order to ascertain moisture contents and salt contamination. Results would indicate a high moisture and salt content in the walls.

Please see attached the results of gravimetric testing carried out by Wykamol at the bottom of this report.



DAMP/WATERPROOFING

We assume the floors of the basement are constructed by use of a structural concrete and incorporated damp-proof membrane (DPM) in accordance with BS 8110 with a screed overlay. However, floor coverings in situ hindered our inspection of the floor.

As the basement is only partially earth retaining it has been suggested that the waterproofing is only applied to the front of the basement as shown on the attached sketch plan. All other areas will be treated for rising damp by use of chemical DPC injection and a suitable damp-proof membrane (Delta PT slim).

We assume that the walls and barrel soffit of the vault are constructed from brick. Water ingress was evident to the door opening reveals at the time of our inspections.



Similarly, water ingress also appears to be occurring to the flat soffit of the lightwell. Exposure works by others revealed that the lightwell soffit is constructed by use of a suspended concrete. A pavement light was notable which is no longer visible externally at ground floor level. It appears that water ingress is occurring via the front façade and/or redundant pavement light.



Further damp was notable behind the dry lined walls of the rear office after exposure works were carried out by others.



After consideration of the pattern of moisture readings found and the general pattern of dampness noted we conclude that the dampness is due to the absence of an effective DPC and lateral penetration of groundwater through hydrostatic pressure.

The basement is currently being utilised as a workspace and it is the intention that after damp/waterproofing, the basement will be used for a similar/same purpose.

At the time of inspection, the walls were noted to be very damp and evidence of 'free water' ingress was notable to the door opening of the pavement vault.

FLAT SOFFITS/UNDERSTEPS ENTRANCE AREAS

There are certain instances where additional works may be found necessary after exposure works have been carried out, all restrictions have been removed and/or ProTen Services are provided with further information.

Gunite Sprayed Concrete may be necessary at this stage in order to achieve a stable surface for waterproofing rendering if defects are present within the existing structure or a layered stone and/or steel is present. We have not estimated for this work at this stage and a further site visit will be necessary in order to cost for this item of work.

TIMBER

Timber decay was observed to the door frame of the main building and lightwell junction. Timber that has a moisture content above 18-20% is at risk to fungal attack.



Fungal decay is always associated with a high moisture content in timber and therefore timbers bearing in or in contact with the walls where moisture has or may have penetrated must be considered suspect.

The principles which govern successful eradication of decay are prevention of further entry of dampness into the structure, drying out the existing moisture and eradication of the full extent of the outbreak.

DESIGN CRITERIA

When considering the most appropriate specification for remedial action, the proposed use of the subject area(s) must be determined to ensure the correct methods of treatment are recommended as being fit for purpose, environmentally acceptable and can be undertaken in accordance with Health and Safety Regulations.

In addition, under the guidelines issued within BS8102, the specified method of Damp-proofing and Waterproofing must take into account the accessibility of the system to affect any future repairs which may become necessary.

BS8102 recommends that in designing the waterproofing system, you should expect that water pressure will come to bear against the structure at some time in the future.

A Cavity Drain System is a drained waterproofing system, classified by BS8102 as a 'Type C' method of waterproofing. Cavity Drain System is used on a daily basis to waterproof both new build and existing structures and is used extensively to waterproof structures where rigid tanking has failed.

A Multi-Coat Cementitious application is a barrier system, classified by BS8102 as a 'Type A' method of waterproofing. Multi-Coat Cementitious applications are also used on a daily basis to waterproof both new build and existing structures and involves quite detailed preparation prior to application.

Damp proofing to below ground structures is covered by British Standards document BS 8102:2009 "Protection of Below Ground Structures Against Water From the Ground". This document specifies the performance level for the design of the waterproofing based upon the end use of the basement, grading from 1-3.

In this instance, as the property is to be used as workspace, then the particular grade is Grade 3. Performance at this grade as specified by BS 8102:2009 indicates that no water penetration acceptable, ventilation, dehumidification, or air conditioning necessary, appropriate to the intended use.

In order to prevent future dampness problems due to Hygroscopic Salts, the walls will be overlaid by use of a suitable cavity membrane in strict accordance with **the Company's Plaster Specification** which is essential following the installation of our Damp Proof Course.

(Our Guarantee will not be valid unless this these works are carried out).

In situations where D.P.C. injection only is carried out; this will not dry out the existing wall render/plaster or visually improve the walls appearance.

Chemical damp-proof courses are a 2-part system. The injection process controls capillarity. Re-plastering with a hygroscopic salt resistant render/s prevents future spoiling of the finish surface.

RECOMMENDATIONS

DAMP

In order to overcome the problems of **apparent rising damp** referred to above, we have prepared a Specification of Remedial Work. This Specification includes:

The prevention of Rising Damp by the Insertion of a **damp-proof course** which:

- is odourless and non-flammable, resulting in minimum discomfort and danger to occupants.
- has the British Board of Agrément approval.

The application of a Delta damp-proof cavity membrane (CDM) in strict accordance with the Company's **plaster specification** in order to control future dampness problems due to Hygroscopic Salts.

Thus, ensuring minimum delays prior to re-plastering and speedy redecoration.

WATERPROOFING

In order to provide a dry surface to the **Pavement vaults and lightwell lobby** we have prepared a Specification of Remedial Works. This specification includes:

- **The application of Type A cementitious waterproofing to a flat soffit detail in conjunction with the Type C cavity drained membrane.**
- **The installation of a cavity drainage system extending over the floor and walls of the basement as signified on the attached sketch plan.**
- **The supply of a sump pump and drainage to a specified drainage point.**

In conjunction with the aforementioned treatments, we recommend the following;

We recommend that the chimney fire boxed is opened up **by others** and any debris within is cleared by others. The firebox must be made good thereafter and left vented.

All timbers affected by decay must be removed and/or repaired **by others** including the front façade where timber repairs and significant sealing works are essential to discourage further fungal decay and potential water ingress. All new timbers must be pre-treated and isolated from the masonry by use of a suitable Damp-proof membrane (DPM).

It is imperative that the pavement light in situ is in a watertight condition and therefore repairs **by others** must be considered.

ProTen Services are a property preservation company with a first-class reputation in the diagnosis and treatment of damp, timber decay, condensation and structural issues. We also provide specialist below ground waterproofing, concrete repair and radon gas testing and remediation solutions.

With our commitment to quality, our aim is to provide the specialist level of knowledge and technical expertise required to ensure that properties receive the correct diagnosis, treatment and protection.

IMPORTANT NOTES:

In areas where full access to the structure was not available at the time of our survey and/or structural alteration will be employed, a pre site meeting is advised prior to our installations and we reserve the right to make further recommendations and provide supplementary estimates for works which may be required to ensure the success of the treatments undertaken.

In order to get the most out of the system, we have prepared a few general notes for your guidance. In the event of this property changing hands, we would ask that you ensure this document is passed on to the new owner/occupier.

Whilst we have taken every care in the design of the Waterproofing system, there are nevertheless a number of risks associated with this type of work generally that are noted in the Guarantee as exclusions to the enforcement of the warranty.

In addition, there are specific risks that we should draw to your attention. These include:

- Surface water flooding. We must stress the system is not designed as a flood defence measure.
- Cavity drained membranes cannot withstand hydrostatic pressure and subsequently cannot be applied to flat soffits. Type A waterproofing in conjunction with the CDM will be required to the flat soffit of the lightwell

Where it **may** not be possible to provide a full Waterproofing System to all walls below ground level or where access to all walls **may be** restricted, further ingress from these excluded areas cannot be controlled and therefore will be omitted from Guarantee.

When removing old plaster, it is inevitable that a considerable amount of dust will be created. Not only is this dust likely to settle in the areas scheduled for re-plastering but also in other parts of the property. It is therefore essential for furnishings, furniture and effects to be adequately protected. Such work is not allowed for by us and should be completed prior to the arrival of our operatives on site.

When re-plastering using a cement-based material hair-line cracking of the plaster may occur. This will not present a problem regarding the efficacy of the new plaster and should be made good when decorating.

Making good is not allowed for in the quotation

The drying out of the plaster must not be accelerated in any way as the render may crack thus allowing residual moisture to come through. We cannot accept any responsibility for this.

Where our treatment involves work to party walls, the Client is advised to obtain agreement in writing from the adjoining owners before our work is carried out, all in accordance with the PARTY WALL ACT 1996.

CAVITY DRAINAGE SYSTEM

The Cavity Drain System is designed to control both water vapour and the penetration of ground water. Once the system is in place, three main functions are achieved. Firstly, the system becomes vapour proof, secondly damp pressure is equalised and thirdly, the system will act as a drained cavity system, controlling water ingress.

Cavity drainage systems work on the principal that any water entering on the 'wet' side of the system is either drained away to a sump chamber and pumped to a drainage point or where local conditions allow (not suitable for hydrostatic situations), by natural drainage.

Delta MS 500 is made from 0.6mm high density polypropylene sheeting. The system is covered by Agreement Certificate No. 00/3742 and has a compressive strength greater than $>250 \text{ kN/m}^2$. The Delta MS 20 floor membrane has a compressive strength greater than 150 kN/m^2 .

The system requires only a brushing down and removal of loose materials and sharp objects prior to installation although it is important that all timber fixings/grounds etc are also removed. Existing plaster or even failed tanking can remain.

A cavity drainage system is the most sympathetic system that can be applied to the structure, as it will not induce any additional stresses as a result of increased water pressure.

The quotation assumes the brickwork under the existing surface to be sound enough to directly accept the system. Frequently, while preparing the wall, it is found that other works are necessary, or we may need to change the specification. Such alterations are not allowed for. Should they be found to be necessary, a supplementary quotation will be prepared prior to doing the work.

It is important that the system is not punctured in any way. If a fixing to a wall is required, advice should be sought from ourselves.

DRAINAGE/PUMPS

The effectiveness of the system is dependent upon discharging free water before it can build up behind the system whereby pressure is placed upon the cavity drainage system. It is therefore essential that an effective drainage system is installed and maintained.

We have included within our quotation for a Dual V3 pump installation with high level alarm and battery back-up (UPS). The specified sump pump will readily cope with the existing ingress through the structure.

Without a ground water pump being installed the following will/may occur.

- Any possible back surge from this drain could put the membrane system under pressure (even if you were to incorporate a non-return valve to prevent this, there is a risk that water within the drainage channel and behind the wall and floor membranes would not be able to escape, thus potentially putting the membrane joints under pressure and leading to a possible failure).
- Smells tracking back from the existing manhole and emanating behind the Delta wall membrane, thus creating possible health issues for any residents. (Even with the introduction of a one-way valve you will never fully stop the migration of odours from the main drain).
- Eliminating possible rodent infestation.

Important Notes on Drainage and pumps

- Where drainage is connected to a soak away, manhole or open gulley, we cannot accept liability for failure of the plumbing or natural drainage system in the event of water from the system failing to be pumped or drained out if the soak away, manhole or open gulley fills becomes blocked or the drainage system backs up.
- Discharge of water from the outlet of our perimeter channel/under slab drainage into the client's own drainage point is entirely the responsibility of the client and our guarantee does not cover this item.
- Keep clear all soak ways, manholes and gulley's, as necessary. It is essential that all drains are maintained in good working order for the intended purpose.

Pump System Maintenance

Cavity drainage systems rely on water being removed before it collects against the underside of the membrane. It is therefore essential that the pumping system is maintained in accordance with the manufacturer's recommendations and serviced regularly to ensure optimum performance and to meet the terms of the guarantee. In addition, drainage points should be maintained to ensure there is no restriction on the flow of water out of or away from the building, and a continuous electrical supply must be provided.

We recommend that this is carried out by a competent/compatible pump servicing company and that it is imperative for the client to set up an annual maintenance plan upon completion of our installation/s.

In this instance we recommend Packaged Pump systems.

www.ppsgroupuk.com
01279 757400

GENERALLY

It is essential that immediate steps be taken to eliminate the source of moisture ingress identified and that thereafter the building is maintained in a weatherproof condition.

We have not inspected parts of the property of which we were not instructed or were covered, unexposed or inaccessible at the time of our inspection. We cannot give our assurance that such area is free from rising/laterally penetrating dampness.

As you will appreciate, the very nature of our work will involve disturbance from noise and dust. This dust pervades the atmosphere, and covers a very large area. Whilst care will be taken we cannot accept responsibility for furniture, fittings, floor coverings etc. left within the area affected by dust.

If dry air and condensation free conditions are required, then it is essential that efficient through ventilation is provided. At the same time, steps must be taken to insulate cold surfaces. Consideration should also be given to the provisions of an adequate dry form of heating, and/or dehumidification. Such work is not included in our quotation.

In unventilated areas, and after the initial drying out has taken place, it may be necessary to provide a moisture extraction system, such as a dehumidifier. We will advise of this requirement after the initial drying out period has elapsed.

It is essential that the external fabric of the building (including gutters, down pipes, drain pipes, render, pointing etc.) are repaired where necessary, and maintained in good condition, to ensure that penetration of rainwater is prevented.

In the event the existing plaster/screed is found to be of a dense sand:cement mix and providing it is free from contaminants and soundly bonded to the wall then it may be possible to leave it. Should it be deemed necessary to remove this dense material or provide an alternative system to comply with current standards then there may be an additional charge to reflect the additional time taken. If this is the case, we will advise you of any potential additional costs prior to our commencing work.

Our specification and quotation is based on observations made at the time of our visit. We cannot accept responsibility for further moisture penetration in areas which at the time of our visit appeared to be sound. There is always a possibility that moisture may adversely affect areas in addition to those specified, and we are prepared, if so instructed, to submit a quotation for treatment of such additional areas.

Your attention is drawn to our Standard Terms and Conditions and the Client's Guide and Responsibilities. These and any observations, recommendations, and specification of work will constitute the contract documents.

The above findings are based upon the interpretation of results from a standard non-destructive inspection; this, by necessity, has limitations. If you require confirmation/definitive diagnosis of our findings, then this can be undertaken by the use of destructive methods of investigation: these will involve some damage costs.

SPECIFICATION OF REMEDIAL WORK

REPORT REF: 32217.1/DG

The following Specification of Remedial Work has been prepared by ProTen Services on the assumption that the work will be carried out in one continuous visit. Due to the nature of our works we reserve the right to substitute alternative material, and to use alternative methods of work and/or construction of equivalent performance, to those specified in this Inspection Report.

All matters in this report are based on visual inspections unless stated otherwise. Once walls and floors are exposed for the purposes of treatment, it may be necessary to report that extra works are required which will inevitably incur an additional cost. No extra works will be carried out unless we obtain your agreement in writing before such works proceed (refer to Terms & Conditions Clause 10a).

In the event the work cannot proceed on the agreed start date or there are site delays due to circumstances beyond our control, we reserve the right to charge for our loss.

1. FOR DPC INJECTION AND CAVITY DRAINED MEMBRANE SYSTEM WORKS:

To all walls/floors/soffits scheduled for treatment as indicated on the attached sketch plan.

TO BE CARRIED OUT OR ARRANGED BY THE CLIENT

- Provide electricity, clean water and adequate lighting.
- Provide adequate protection to personal items/belongings.
- Remove all furnishings/stored items and any other obstructions from the room/s specified for treatment. Reinstate upon completion.
- Remove socket/switch covers and isolate live wires within the working area. Replace upon completion. Provide a temporary power point in close proximity of the working area.
- Arrange for the Utility Company to remove mains boxes etc to allow access behind to fit the membrane or waterproof membrane. Similarly arrange for the removal of mains water and gas pipe work as directed.
- Remove door linings in walls specified to receive our multicoat waterproof render system to allow continuity of our barrier protection. Re-fix upon completion
- Create 1000 x 1000 x 700mm deep sump chamber. Back fill once sump/pump installed.
- Cut/create a recess channel around the new structural slab 100 x 75mm deep to accommodate perimeter channel. In conjunction with this work, it is necessary to excavate part of the basement/lightwell floor to accommodate the CDM in areas of hydrostatic pressure as shown on the attached sketch plan. A new lowered slab will be required to this location.

- Install a Dual V3 sump/pump with incorporated high-level alarm and battery back-up (UPS) in accordance with the manufacturer's specification. Pipe up and connect to power source by use of a fused spur.
- **Carry out all structural alteration prior to our attendance.**
- Carry out a floor flood test to ensure water flows adequately to the discharge point prior to our attendance.
- Install a suitable dry lining system by use of battens fixed into our brick plugs.
- Lay an overall thickness of 70mm screed over the floor membrane. The screed must be laid immediately once the membrane is installed.
- Where works are to be carried out, it is likely that a final clean will be necessary by yourselves.
- Carry out all finishing/decorative works.
- Carry out works stated **by others** as per our recommendations.

TO BE CARRIED OUT BY PROTEN SERVICES

DAMP

- Insert a **Siliconate chemical damp-proof course**
- Install Delta PT slim (4mm) membrane to the walls of the basement receiving our damp-proofing specification indicated in **BLUE** on the attached sketch plan.

TYPE C WATERPROOFING

- Apply a liberal coat of TG500 anti line inhibitor to all new and existing concrete surfaces including the newly formed sump chamber.
- Apply Koster NB1 Grey migratory waterproof slurry coats to the flat soffit of the lightwell in accordance with **Delta membrane specifications**.
- Install perimeter channel to the sump chamber inclusive of all jointing and jetting eyes.
- Install Delta MS500 membrane to the walls and barrel soffits of the vaults and lightwell as signified in **RED** on the attached sketch plan.
- Install Delta MS20 membrane to the floors of the vaults, lightwell and part basement floors as shown on the plan.

2. Sump/Pump

- Supply 1 x Dual V3 sump/pump kit inclusive of high-level alarm and battery back-up (UPS).

We look forward to carrying out the work set out in the Specification of Remedial Work and our Quotation is attached.

QUOTATION

REPORT REF:32217.1/DG

Your attention is drawn to the Important Information sections, the Client's Guide & Responsibilities and Terms & Conditions. Acceptance of this Quotation signifies acceptance of our Terms & Conditions. All works under the heading 'to be carried out or arranged by the client' as detailed in the Specification of Works are excluded from this Quotation.

We thank you for your instructions to quote for treatment of rising damp, specialist re-rendering and re-plastering as set out in the Specification of Remedial Work attached.

All works to be carried out by others are excluded from this Quotation. Please refer to the Specification of Remedial Work for a detailed breakdown.

Our Quotation has been prepared on the assumption that the work will be carried out in one continuous visit.

Quotation

1. DPC INJECTION AND TYPE C DAMP/WATERPOOFING MEMBRANES AS SPECIFIED:

Item 1 – inclusive to the sum of **£9,929.00**

2. SUMP/PUMP (supply only)

Item 2 – inclusive to the sum of **£1,639.00**

PAYMENT TERMS

A 50% deposit is payable on acceptance. The remaining balance is payable within 28 days from the date of the final invoice issued upon completion of work. Interest shall be payable by the client on all payments after the due date at the rate of 1.2% per month of part thereof.

We generally request a deposit be paid on works above £5,000 prior to our attendance. If you are concerned about the deposit you may wish to discuss this with our Company Director/Commercial manager to ascertain a mutual agreement on this matter.

All quoted prices are valid for a 28-day period from the date of the quotation unless stated otherwise.

Your attention is drawn to our Standard Terms and Conditions and the Client's Guide and Responsibilities which are attached. These and any observations, recommendations and specification of work will constitute the contract documents.

Due to the nature of our works, we carry out we reserve the right to substitute alternative materials and to use alternative methods of work and construction of equivalent performance to those specified in our report.

GUARANTEE

Company Guarantee

The Damp Proof Course and Below Ground Waterproofing treatment is covered by our 10-year Company Guarantee for works as specified in this Report and for areas as indicated on the enclosed Sketch Plan. A specimen copy of our Company Guarantee is enclosed, and your attention is drawn to the terms of the Guarantee.

The Company Guarantee will be issued when all the work in the Specification of Work has been carried out fully and the account has been paid in full.

Guarantee Protection Insurance (GPI)

As members of the Property Care Association, ProTen Services can offer you the option of a 10-year Insurance Backed Guarantee provided by Guarantee Protection Insurance Ltd (GPI). This ensures that the 10-year ProTen Services Company Guarantee is safeguarded in the unlikely event of ProTen Services ceasing to trade within the Company Guarantee period.

The cost of the premium is detailed as a separate item on the Quotation page. A GPI information sheet is enclosed.

CONSTRUCTION (DESIGN AND MANAGEMENT) REGULATIONS 2015

We draw your attention to the Construction (Design and Management) Regulations 2015 (CDM 2015) which came into force on 6 April 2015, replacing CDM 2007. These regulations provide guidance on the legal requirements for dutyholders that must be adhered to on all construction projects. They ensure all work is carried out in a way that secures health and safety from project inception through to project completion.

CDM 2015 has now been extended to include domestic properties with Domestic Clients as dutyholders under the regulations.

As a Contractor working within CDM 2015, we provide our assurance that these regulations can be deemed as transferred to ProTen Services and that we comply with the requirements of the regulations to ensure projects are carried out in strict accordance with health and safety standards as set out in the CDM 2015. No action from a Domestic Client is therefore required. The only change to this is if the Domestic Client decides to appoint a Designer or Principal Contractor as a dutyholder. It is the client's obligation to advise ProTen Services of any such appointment.

Important Information

Building Regulations: It is the Client responsibility to ensure all required permits and approvals are in place before work commences.

Listed Buildings: It is assumed that the Client will obtain approval if Listed Buildings' permission is required.

Parking Permits: Where necessary, the Client is to provide Parking Permits in respect of the Company's working vehicle(s).

Radiators, Wiring, Decorations, Skirting, etc: Whilst every care will be taken, damage to plumbing, radiators, wiring, decorations, skirtings, etc, are sometimes unavoidable, and ProTen Services cannot accept any responsibility for such occurrences

Re-plastering: In order to prevent future dampness problems due to Hygroscopic Salts, re-plastering in strict accordance with the Company's plaster specification is essential following the installation of our Damp Proof Course. Our Guarantee will not be valid unless this re-plastering is carried out. When re-plastering using a cement-based material, hairline cracking of the plaster may occur. This will not present a problem regarding the efficacy of the new plaster and should be made good when decorating. Making good is not allowed for in the quotation. The drying out of the plaster must not be accelerated in any way as the render may crack thus allowing residual moisture to come through. We cannot accept any responsibility for this.

Scaffolding Costs and Tower: These are excluded, unless expressly included within this Estimate.

Water and Electricity Supply: The Client is to ensure there is a suitable water and electricity supply on site. Failure to do so may incur additional costs.

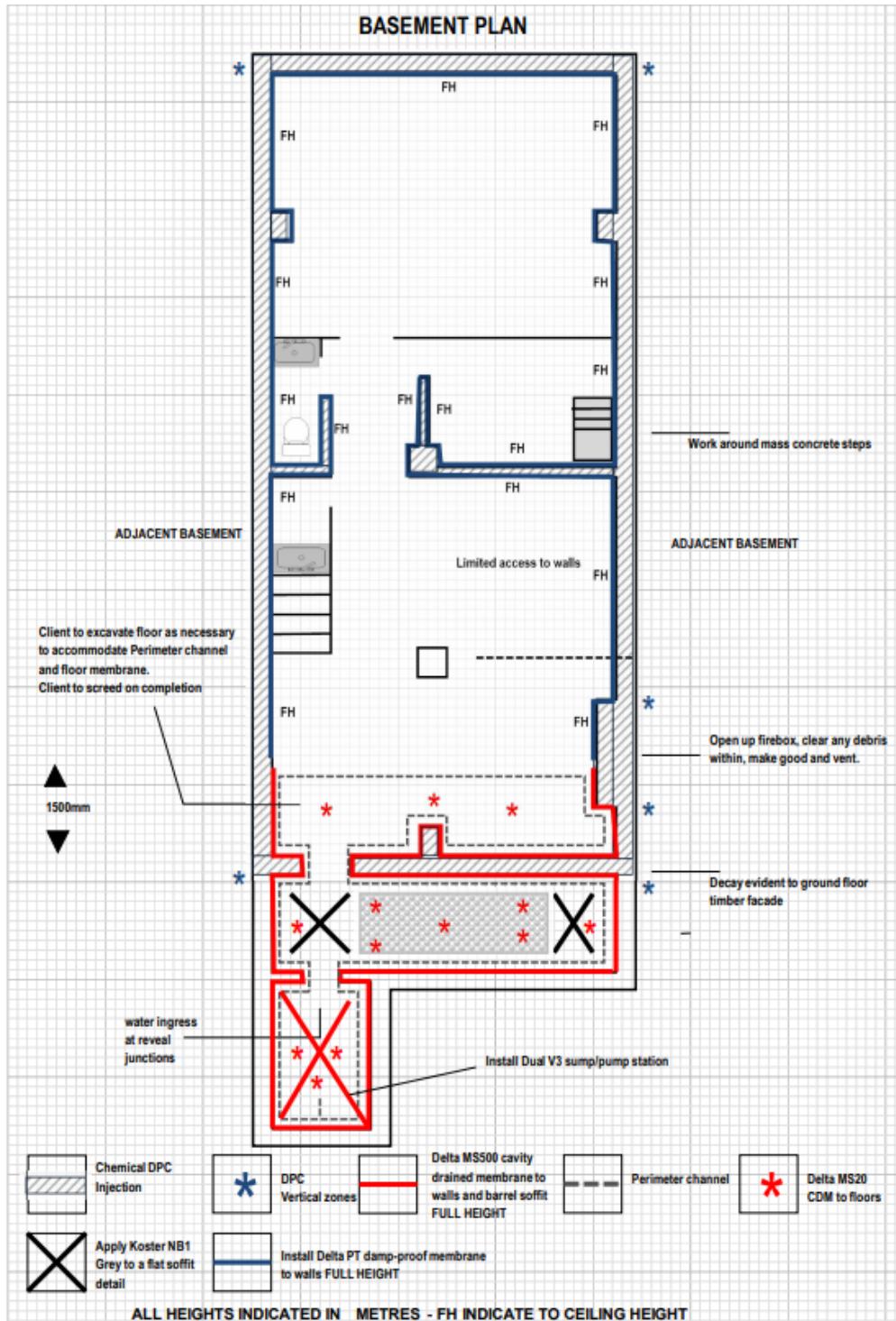
Decoration: No decoration has been allowed for, unless expressly included within this Quotation.

Additional Works: All matters in this report are based on visual inspections unless stated otherwise. Once walls and floors are exposed for the purposes of treatment, it may be necessary to report that extra works are required which will inevitably occur an additional cost. Examples, which are by no means exhaustive, would include exposing reinforced concrete & perhaps dense concrete on walls which if removed could cause fracturing of the brickwork etc. No extra works will be carried out unless we obtain your agreement in writing before such works proceed (refer to Terms & Conditions Clause 10a).

PLEASE READ THE ENCLOSED CLIENT'S GUIDE AND RESPONSIBILITIES AND OUR FULL TERMS AND CONDITIONS

SKETCH

Report Ref:	32217.1/DG	Date of Sketch:	12 th January 2021
Property Address:	27 Connaught Street, London, W2 2AY		



ACCEPTANCE OF QUOTATION

Please return the completed form to:

Proten Services, Suite 4, Oriel House, 53 Elm Road, Leigh-On-Sea, Essex, SS9 1SP

Email: contracts@protenservices.co.uk | Telephone: 01702 471666

Property to be Treated:	27 Connaught Street, London, W2 2AY	Report Ref: 32217.1/DG	Date of Quotation: 12 th January 2021
Company / Client Name:	Colliers	Surveyor: Darren Goodwin CSSW CSTDB	

I / WE ACCEPT YOUR QUOTATION AS FOLLOWS (please indicate below the items you wish to accept)

Item No.	Works:	Quotation (ex VAT)	Deposit Payment on Acceptance (inc VAT)	Tick
1	DPC and associated damp/waterproofing cavity membranes as specified	£9,929.00	£5,957.40	<input type="checkbox"/>
2	Supply sump/pump kit as specified	£1,639.00	£ 983.40	<input type="checkbox"/>
3		£		<input type="checkbox"/>
Total		£11,568.00	£6,940.80	
GPI Premium, DPC/Waterproofing – 10 years (inc of 12% Insurance Premium Tax)		£108.64 DPC £380.80WP		

Quotations for work are subject to VAT at the standard rate. The Company's standard deposit terms are 50% of quoted works inclusive of VAT at the standard rate. Full payment in advance of supply and/or installation is required on Condensation Control Units. Final balance is payable as detailed on the Quotation. The Company's obligation to carry out works is subject to a satisfactory credit check/assessment on the Client.

METHOD OF PAYMENT UPON ACCEPTANCE (please tick)

<input type="checkbox"/>	I enclose a cheque made payable to Preservation Treatments Ltd trading as Proten Services for the sum of: £ <i>(Please write your Report Reference on the back of the cheque)</i>		
<input type="checkbox"/>	Telephone payment by credit or debit card.		
<input type="checkbox"/>	Tick to request us to call you on receipt of this Acceptance Form. Alternatively contact the ProTen office on 01702 471666		
<input type="checkbox"/>	Payment by Bank Transfer for the sum of: £ <i>(Please quote your Report Reference when making payment)</i>		
	<i>Bank: HSBC</i>	<i>Account No: 02241676</i>	<i>Sort Code: 40-16-05</i>
<input type="checkbox"/>	Order Number:		

ACCEPTANCE DETAILS (Please advise particulars of person/company responsible for payment of the account)

Full Name:	Address:
Contact Telephone / Mobile:	Email Address:
If you are an individual, please provide a copy of identification (e.g. Passport or Driving Licence).	
Client Signature: Date: Acceptance of this Quotation signifies acceptance of our Terms and Conditions	

ANALYDSIS RESULTS



Wykamol Group Ltd
 Unit 3 Boran Court
 Network 65 Business Park
 Hapton, Burnley
 Lancashire, UK
 BB11 5TH
 T: 0845 400 6666

TECHNICAL SERVICE DEPARTMENT

DATE 6th January 2021

LAB REPORT No. W / 61 / 20

PROPERTY 27 Connaught Street, London W2

Westminster Council requires laboratory testing for dampness / hygroscopic salt contamination

SAMPLES

Sample 1	500 mm above FFL	} Plaster & Brick Dust from Basement level Non-retaining wall
Sample 2	180 mm above FFL	
Sample 3	280 mm above FFL	
Sample 4	280 mm above FFL	
Sample 4A	680 mm above FFL	
Sample 5	450 mm above FFL	
Sample 6	400 mm above FFL	
Sample 7	200 mm above FFL	} Brick Dust from Basement level Non-retaining wall
Sample 8	160 mm above FFL	

INSTRUCTIONS Total Moisture Content, Hygroscopic Moisture, Salts Analysis

The observations, basement plan and photographs follow on subsequent pages.

1. 0643 400 0000

OBSERVATIONS

Sample	Sample 1 Skim	Sample 1 Brick Dust	Sample 2 Skim	Sample 2 Brick Dust	Sample 3 Skim	Sample 3 Brick Dust
Total Moisture Content % w/w	6.71 %	3.61 %	17.26 %	20.05 %	4.92 %	5.00 %
Hygroscopic Moisture Content % w/w *	3.52 %	2.98 %	3.00 %	4.55 %	3.24 %	2.98 %
Salts - Nitrates	+++	+++	ND	Trace	+ / ++	+++
Salts - Chlorides	++	+++	+	ND	++	+++
Salts - Sulphates	++	++	+++	+++	++	+++

Sample	Sample 4 Skim	Sample 4 Brick Dust	Sample 4A Skim	Sample 4A Brick Dust	Sample 5 Skim	Sample 5 Brick Dust
Total Moisture Content % w/w	6.91 %	1.58 %	7.96 %	1.14 %	4.29 %	0.54 %
Hygroscopic Moisture Content % w/w *	4.65 %	1.01 %	4.80 %	0.82 %	3.41 %	0.28 %
Salts - Nitrates	+++	+++	+++	+++	+++	Trace
Salts - Chlorides	+++	+++	++	++	++	+
Salts - Sulphates	++	++	++	++	+	++

Sample	Sample 6 Skim	Sample 6 Brick Dust	Sample 7 Skim	Sample 7 Brick Dust	Sample 8 Brick Dust
Total Moisture Content % w/w	12.58 %	3.11 %	13.32 %	11.18 %	3.46 %
Hygroscopic Moisture Content % w/w *	6.40 %	2.02 %	2.98 %	3.58 %	1.60 %
Salts - Nitrates	+++	+ / ++	+	++	+
Salts - Chlorides	+++	++	Trace	+	Trace
Salts - Sulphates	++	++	++	++	++

*The hygroscopic moisture uptake was determined @ 75% RH as described in BRE Digest 245

ND = not detected
Trace = trace level

+ = low level
++ = moderate level
+++ = high level

T: 0845 400 6666



We trust these results are useful. Please do not hesitate to get in touch if you wish to discuss this report in more detail.

Yours faithfully,

E.A. Chase

CLIENT'S GUIDE AND RESPONSIBILITIES

CLIENT'S GUIDE

EXTENT OF INSPECTION

- In general terms, our initial inspections will be based upon the interpretation of results from a standard non-destructive inspection and will be restricted to those timbers and walls accessible at the time of our surveyor's visit. External joinery, sheds and out-buildings are excluded from our inspections.
- Any departure from or misinterpretation of the Client's instructions should be notified without delay.
- We are not able to carry out a 'destructive survey' or remove samples for testing without the prior authority of the Owner of the property. Such 'destructive inspections' will normally involve a charge to meet labour costs. In such cases the company does not accept liability for splintering or damage caused.
- We will not normally move furniture, carpets, or other household chattels in order to gain access to hidden areas. This can be organised, if required, and a charge made accordingly.
- Where solid floors or hearths exist, it should be assumed that inspection of these will fall outside the scope of our normal non-destructive testing.
- Core sampling of these items will incur the Client the payment of a separate fee.
- The Inspection Report is confidential and provided for the sole use of our Client. No responsibility will be accepted in relation to third parties, howsoever involved.

MOISTURE INGRESS

- Remedial treatment of timber and the insertion of a damp course are not alternatives to sound building practice nor to good and regular maintenance. Proper maintenance is the key to the prevention of further troubles and particular attention should be paid to the following items, where applicable:
 - Roof coverings, including flashing etc
 - Rain water disposal systems (gutters, downpipes, gulleys, etc)
 - Rain penetration due to defective cills, faulty pointing, lack of or inadequate flashing to projections, etc
 - Defective external render or bridging by same
 - Proper through ventilation of sub-floor spaces, incorporating honeycombing of sleeper and partition walls and the use of large metal or PVC vents
 - Proper through ventilation of unused chimney flues, ensuring the flues are swept before capping
 - Internal and external plumbing
 - Condensation problems
 - Moisture rising through solid floors and hearths due to the lack of an effective damp proof membrane
- Where the sources of moisture ingress have been identified in the report, the Client must have them rectified without delay and then take appropriate steps to effect rapid drying out.

DAMP PROOFING

- All wall structures scheduled for treatment are assumed to be in good condition and well bonded.

RE-PLASTERING

- Dampness rising from the ground carries with it various salts in solution, which can form substantial deposits in the masonry and in the existing wall plaster. These salts, being hygroscopic, are able to draw moisture to themselves from the air with the result that the walls may remain damp even though the rising damp has been brought under control.
- Walls treated against rising damp must be re-plastered in strict accordance with the ProTen Services Re-plastering Specification.
- Our quotation excludes dubbing out unless specified separately. In the absence of dubbing out, it may be necessary to follow the contours of the wall. Particularly in the case of stone-built walls, some irregularities will be inevitable.
- In order to prevent future dampness problems due to Hygroscopic Salts, re-plastering in strict accordance with the Company's plaster specification is essential following the installation of our Damp Proof Course. Our Guarantee will not be valid unless this re-plastering is carried out.
- When re-plastering using a cement-based material, hairline cracking of the plaster may occur. This will not present a problem regarding the efficacy of the new plaster and should be made good when decorating.
- Making good is not allowed for in the Quotation.
- The drying out of the plaster must not be accelerated in any way as the render may crack thus allowing residual moisture to come through. We cannot accept any responsibility for this.

EARTH RETAINING WALLS

- Essentially, there are two types of damp problems that can be found affecting earth retaining walls. The first is commonly referred to as capillary held moisture which emanates from rainwater percolating the soil and penetrating the fabric of the building. The

second and more aggressive form of damp is by the passage of free water under hydrostatic pressure into the building. Hydrostatic pressure is usually as a result of a high-water table or a perched water table.

- In designing a waterproofing system to meet Clients requirements, we will take into consideration British Standards document BS 8102: 2009, "Protection of below-ground structures against water from the ground" as amended and updated. We will include this in our report design criteria, subject to budgetary constraints.

CAVITY DRAINAGE SYSTEM/CEMENTITIOUS AND MULTI-COAT RENDERS

- Cavity drainage systems rely on the water being removed before it collects against the underside of the membrane. It is essential that the pumping systems, where fitted, are maintained in accordance with the manufacturer's recommendations and that a continuous electrical supply is provided.
- Drainage points must be maintained to ensure there is no restriction on the flow of water out of or away from the building.
- Great care should be taken when fixing to the dry lining or floor to ensure the membrane is not punctured.
- In the case of the cementitious coatings and multi-coat renders, on no account must these be pierced or disturbed after the completion of our works. Where this cannot be avoided, the Company must be advised and a separate specification for the work will be provided, if indeed such work is possible.
- Consideration should also be given to maintaining adequate heating and to provide sufficient ventilation to reduce condensation.

HIDDEN SERVICES

- The Company cannot accept responsibility for any damage to hidden services not previously indicated by the Client, or where they are not in accordance with relevant Codes of Practice.

CLIENT'S RESPONSIBILITIES

PREPARATION

- Floor coverings, furniture, and effects must be removed from the areas to be treated prior to the arrival of our operatives on site.
- Where furnishings / floor coverings are not fully removed, ProTen Services cannot accept responsibility for any damage caused.
- The Client must provide clean water, electricity and adequate levels of lighting.
- Where the use of an adhesive is necessary, hardboard should be fitted over the floor surfaces, thus providing an ideal base for the floor coverings.
- Plants and shrubs adjacent to walls in areas of external treatment must be taken off the wall, bent away from the building and covered with polythene sheeting. Other plants in the vicinity of treatment must be removed or covered up to protect them from the inevitable fallout from spraying, since the materials used are harmful to plants.
- The specification of remedial work may include items that are the responsibility of the Client or his/her Builder. These items must be completed within the programme of work, otherwise delays may occur, for which an additional charge may have to be made.

LISTED BUILDINGS AND BUILDING APPROVAL

- If Building Regulation approvals are required in the course of carrying out alterations, applications to Building Control and liaison with Building Inspectors is the responsibility of the Client.
- It is assumed that the Client will obtain approval if Listed Buildings' permission is required.

PARTY WALL

- Where our treatment involves work to party walls, the Client is advised to obtain agreement in writing from the adjoining owners before our work is carried out, all in accordance with the Party Wall Act 1996.

DURING AND AFTER TREATMENT OF WOODWORM OR FUNGAL DECAY

- The materials used by ProTen Services have been specially formulated for in-situ treatment, with particular attention given to all aspects of safety. Nevertheless, it is essential that the following simple precautions should be taken by the Client, and/or Occupants before the commencement of the treatment and observed until any residual preservative has dried out:
 - Turn off electricity and withdraw fuses
 - Extinguish all heating appliances, including open fires, pilot lights etc
 - Prohibit smoking
 - Remove pets (including fish) from the area of treatment
 - Maintain ventilation at the maximum, by keeping all doors and windows open
 - Keep unprotected persons and animals away from treated areas for a period of time shown on warning notices, or until the timbers are dry, whichever is longer
 - Ensure that no naked light or flames, e.g. from blowlamps, lighters, matches, are introduced to areas treated with a preservative until the material has dried out.
- Maintaining the ventilation at the maximum possible after the completion of treatment will accelerate the evaporation of any residual chemical, thus assisting the dispersion of the disinfectant-type smell associated with most wood preservatives and generally reducing to a minimum any inconvenience caused.
- Floor coverings can be re-laid once the floors have dried out completely but should not be stuck down.

BEFORE TREATMENT OF RISING DAMP AND/OR RE-PLASTERING

- Floor coverings, obstructions, furniture: refer to Client's Responsibilities above.
- Where the cost of the removal and re-fixing of skirtings has not been allowed for: skirtings must be removed from both sides of internal partition walls, party walls, walls below ground level and external walls of 457mm (18") or more in thickness. Where internal walls are less than 457 mm (18") thick, skirtings need to be removed from one side only. Party walls are the joint responsibility of adjoining owners and where work to a party wall is involved the Client must advise the owner of the neighbouring property in writing, all in accordance with the Party Wall Act 1996.
- In normal conditions, there is no disturbance to the face of the wall within the neighbouring property. Where work to external walls is to be carried out from the neighbouring property, the Client must obtain the necessary permission in writing for access prior to the commencement of our work.
- When the wall plaster is removed: it may be found necessary to provide an alternative method to providing a key to the wall surface prior to replastering. If such work is necessary, the Client will be informed of the extra cost before we proceed.
- The removal of paint or other surface coatings on the masonry concealed by the wall plaster is not included in our Estimate.

AFTER TREATMENT OF RISING DAMP, DURING AND AFTER RE-PLASTERING

- After the insertion of a damp proof course and rectification of other sources of moisture ingress, the walls are likely to contain a considerable quantity of water. This must be allowed to dry out. Although no specific drying period can be given, the brick wall of a normal house can retain residual moisture for more than a year after damp proof coursing.
- When re-plastering hair-line cracking of the setting coat may occur. This will not present a problem regarding the efficiency of the new plaster and should be made good when decorating. The drying out of the plaster must not be accelerated in any way as the render may crack, thus allowing residual moisture to come through. We cannot accept any responsibility for this.
- Care must be taken to ensure that the renderings are not damaged by fixings or skirtings, etc. Light fixings can be formed by carefully drilling the renderings and inserting plastic plugs coated with epoxy adhesive or a similar material. Where heavy-duty fixings are required, please seek further advice before the commencement of plastering.
- Where plaster has been removed and reinstated, a final cleaning will be necessary by the Client.

REDECORATION

- The quotations submitted by ProTen Services do not normally allow for redecoration.
- Should our works result in a ridge due to the thickness of the waterproofing plasterwork applied to the lower parts of the walls, we will be pleased to provide a quotation to skim the whole wall.
- No redecoration should be carried out until the new plasterwork is dry. Once this has been achieved, temporary decoration with a vapour permeable paint, such as Dulux trade super matt, can be carried out. Avoid the use of any paint, which contains Vinyl. However, any permanent decoration should be delayed until 1 year after plastering. Even then, the use of any material which forms a vapour barrier must be avoided.
- In the case of vapour permeable screeds, the Client will need to consult with the company prior to laying any moisture sensitive floor covering (please check with the relevant manufacturer to determine the suitability of the product in these circumstances). Plaster dust and residue is very invasive and, where plaster has been removed and reinstated, a final clearing will inevitably be required by the Client.

STRUCTURAL REPAIRS

- Our specifications are provided upon the basis of our investigations and our longevity in this particular aspect of building preservation. However, our designs and specifications should, where stated in the report, be submitted to your own Structural Surveyor for approval.
- In the event there are recommended adjustments to our specifications, we will provide an additional quotation if applicable.
- You may wish to appoint your own masonry restoration company to carry out the necessary making good to work disturbed. Please advise our surveyor if you are choosing this option.
- To gain access to walls there may be disturbance to flower beds and vegetation; these should be removed or protected prior to the commencement of our work.

CO_Issue 5: 140717

TERMS AND CONDITIONS

1. DEFINITIONS

The following expressions shall have the following meanings.

- a) 'The Company' means ProTen Services, its servants, agents and subcontractors. The 'Client' means any person entering into an agreement with the Company
- b) 'The Treatment' means the timber treatment, damp proofing or other treatment which the Company agrees to carry out as specified in the Company's quotation accepted by the Client.
- c) 'Associated Building Works/Other Works' means the work which will be carried out either by the Company (if included within its Report) or the Client (as specified in the Company's Report) and/or in the Client's Guide and Responsibilities and/or the Re-plastering and Rendering Specification.
- d) 'The Guarantee' means the Company's Guarantee (if so offered) in the standard form in use by the Company at the date of the Client's acceptance of the Company's offer to carry out treatment.

2. THE COMPANY'S OBLIGATIONS

The Company agrees:

- a) To carry out the Treatment.
- b) To locate and identify the extent of the Treatment necessary.
- c) Specify any associated other works necessary.
- d) Upon completion of the Treatment, and the full price of the contract is paid including any accrued interest, to provide and honour the Guarantee in the form currently issued by the Company at the date of the Client's acceptance of the Company's quotation, a copy of which will have been provided to the Client prior to the conclusion of this agreement. The Company will expect the client to read and understand the terms and conditions of the Guarantee before entering into any agreement with the Company.

3. WHAT THE COMPANY DOES NOT DO

- a) The Company does not supervise, inspect or accept any liability or responsibility for any associated building works scheduled in our report to be carried out by others. In the event such work is carried out ineffectively, it may render the Guarantee null and void.

4. LIMITATIONS OF LIABILITY

- a) A person who is not a party to this agreement shall not have any rights under or in conjunction with it by virtue of the Contracts (Rights of Third Parties) Act 1999.
- b) The Company accepts liability as set out in the Guarantee for any failure of the Treatment
- c) The Company accepts no liability in any circumstance for:
 - (i) Damage to any part of the fabric of the building in which the Treatment is carried out where any part of that structure is in a weakened, incomplete or damaged condition prior to completion of the Treatment;
 - (ii) The consequences, direct or indirect, of any failure on the part of the client to comply with the advice and recommendations contained in the Company's quotations or the leaflets entitled 'Re-plastering and Rendering Specification' and 'Client's Guide and Responsibilities', any of these Terms and Conditions or the terms of the Guarantee;
 - (iii) Any infestation by wood-boring beetles and/or attack by wood-rotting fungi and/or rising damp which appears or is found anywhere outside the area treated or scheduled for Treatment by the Company;
 - (iv) Any loss or damage (other than the cost of rectification works) not foreseeable to both parties when the contract was formed or loss or damage to goods and chattels left in the area where the work/treatment is being carried out and where such loss is not due to its negligence or breach of contract, or loss of rent or reduction in profit unless the Client has notified the Company in writing prior to entering into an agreement that the premises/building is rented out or used as a business premises and state the current weekly/monthly rental/income;
 - (v) The Company will accept liability for any loss, or damage to pipes or services set into and hidden in walls or floors if the precise location thereof has been made known to the Company or if it was reasonably

- expected to know of their presence prior to commencement of work;
- (vi) Any defects due to the faulty material or workmanship of third parties not approved by the Company in completion of the Treatment or engaged in decoration or alteration of any area treated by the Company;
- (vii) Any loss or damage howsoever arising which the Company was unable to prevent through the exercise of reasonable care.

5. TIME LIMIT ON CLAIMS AND ACTIONS

- a) Any claim under the Guarantee shall be made within three months from the date the defect was first detected by the Client.
- b) In the event of the Client's failure to allow the Company to carry out any necessary remedial work within six months from the date of the inspection or take any other reasonable measures (after notifying the Company) to prevent any further deterioration, the Company cannot be liable in either event for damages or for failing to take action.

6. EXTENSION OF CONTRACTUAL EXCLUSIONS AND LIMITATIONS TO TORT

- a) The defences, exclusions and limits of liability provided for in these conditions shall apply in any action against the Company whatsoever, howsoever arising, whether the action be founded in contract tort or otherwise.

7. QUOTATION AND ACCEPTANCE

- a) The Company's written quotations accepted by the client in writing and/or additional quotations agreed verbally and confirmed to the Client by the Company in writing only, will be legally binding and form a contract between the Company and the Client.
- b) Any written quotation given by the Company shall be open for acceptance by the Client for a period of 28 days only after the date of quotation.
- c) Any written quotation given by the Company shall be construed as an offer by the Company to carry out the Treatment specified in quotation at the price quoted therein on these conditions.
- d) The Company reserves the right to substitute alternative materials and alternative methods of work and construction at its discretion and there will not be any adjustment to the price quoted and accepted unless in the circumstances where Item 10 clause (a) apply.

8. DELAY

- a) The Company's quotation is based on the price of labour and materials at the date of issue and on the assumption that the Client's acceptance will be made within 28 days of issue and the Treatment will be completed within a further 28 days after such acceptance. Should completion occur later than 28 days after acceptance due to any delay on the part of the Client in respect of:

- (i) Completing the Associated Building Works necessary enable the Treatment to be commenced and/or completed and/or
- (ii) Providing access to the premises at which the Treatment to be carried out; and/or
- (iii) Causing, permitting or allowing any interruption in the carrying out of the Treatment other than such as may be caused by the Company's own default; the Company shall be entitled to raise an additional charge to cover any reasonable costs incurred by the Company as a result of the delay to the completion of the works.

In addition

- (i) The Company will complete the Treatment within a reasonable time of acceptance of its quotation by the Client.
- (ii) The Company will use its best endeavours to comply with any dates given by the Company or requested by the Client for completion of the carrying out of any part of the Treatment works. In the case of unforeseen circumstances beyond the reasonable control of the Company, the Company will notify the Client of any delays and confirm the approximate extension of time required to complete the works.
- (iii) Due to the nature of the specialist Treatments and Associated Building Works carried out by the Company **delays may arise and as explained in Section (ii) above, the work may take longer than**

anticipated and consequently time will not be essential to the agreement.

- (iv) The Client shall not be entitled to terminate this contract on the grounds of delay in performance by the Company without first giving the Company 28 days' notice in writing of his/ her/their/intention to do so and thereafter allow reasonable period for the Company to complete the Treatment.
- (v) The Company will not be liable for any costs or damages unless the Company is given the opportunity to mitigate any losses howsoever rising.

9. PAYMENT

- a) THE COMPANY IS ENTITLED TO RAISE INTERIM INVOICES TO COVER WORKS ALREADY CARRIED OUT UNLESS SPECIAL PAYMENT TERMS ARE AGREED PRIOR TO ENTERING INTO AN AGREEMENT.
- b) In the event of the Client's bankruptcy, liquidation or the appointment of a Receiver or Administrator, or the Client making any composition with his/her/their/its creditors:
 - (i) The full price of Treatment shall become immediately due and payable to release any Guarantees
 - (ii) The Company shall be entitled to suspend further work until payment in full has been made by or on behalf the Client.
- c) The Company reserves the right to suspend any work or terminate the contract if the Client fails to meet his/her/their obligations without a justified reason under the terms of the agreement and such action by the Company shall not constitute a breach of contract.
- d) **Interest shall be payable by the Client on all payments after the due date at the rate of 1.2% per month or part thereof.**
- e) In the event the Client fails to undertake any of the obligations as set out in the report and the Client's Guide and Responsibilities we reserve the right to make a charge for any reasonable costs incurred.

10. POSSIBLE ADDITIONAL COSTS

- a) The Company's quotation is provided in good faith and is based on the Company's genuine opinion of the likely extent of the Treatment necessary at the date of inspection. However, it is not always possible to forecast the precise extent of necessary Treatment until affected timbers and/or areas of damp have been fully exposed and, once this has been done, it may be necessary (and the Company reserves the right) to submit an additional written report/quotation in respect of the extra work limited to those which are unavoidable as a result of newly discovered defects. If in doubt, the Company strongly suggests that the Client instruct their own Surveyor/Expert prior to accepting the Company's explanation and/or additional costs/quotation.
- b) In the event of an additional quotation being submitted under (a) above and not accepted by the Client, the Guarantee will not apply to any:
 - (i) infestation by wood-boring beetles; and/or
 - (ii) attack by wood-rotting fungi; and/or
 - (iii) rising damp, arising directly or indirectly out of the Client's failure to have carried out the further works specified in the additional quotation.
- c) Any works required by the District Surveyor, Local Authority or any other

third party not specifically in the Company's quotation, may be charged by the Company as an extra to the quoted price.

- d) The Company shall be entitled to raise an additional charge in respect of any visits by the Company's workmen to the premises during which the Company's workmen are for any reason (other than the Company's own negligence or wilful default), unable to gain access to the premises or otherwise prevented from or hindered or delayed in the execution of the Treatment intended to be carried out during such a visit.
- e) The Company shall be entitled to raise an additional charge where extra work is carried out by the Company.

11. RETENTION OF TITLE

- a) Any goods or materials delivered by the Company to the Client shall remain the sole and absolute property of the Company until such a time as the Client shall have paid to the Company in full the total contract price.
- b) The Company's ownership of such goods or materials shall not be affected by partial or complete use of such goods or materials.
- c) The Company will take legal action against the Client if the Client does not allow the Company access to the premises to enable it to collect material that has not been purchased by the Client or paid for in full.
- d) The Client is not entitled to sell or pass goods to any other party whilst the same remain property of the Company.

12. PARAMOUNTCY OF THESE CONDITIONS

- a) The agreement between the Client and the Company will be bound by these conditions, the Company's report and quotation, the Client's acceptance, the Guarantee and the Company's current leaflets. If you require any changes, please ask for these to be put in writing so that there will not be any misunderstanding of the agreements by either party at a later date. Please note that neither the Company nor you may alter the terms without the agreement of the other.
- b) Once the Company has carried out all of its obligations under this agreement and the contract is concluded, any previous warranties and agreements for the same service will be superseded by this agreement.
- c) All amendments to the agreement will only be valid if the Company confirms in writing and, in the case of any amendments to these conditions, only if it is confirmed in writing by a Director of the Company.

13. CHOICE OF LAW/CONDITIONS TO BE READ SUBJECT TO ANY APPLICABLE LEGISLATION

- a) This agreement is subject to the Law of England and Wales.
- b) If any part of these conditions shall be found to be invalid or unlawfully by reason of legislation or rule of law or otherwise, that part, and that part only, of these conditions shall be rendered void/unenforceable.

14. NOTICE OF RIGHT TO CANCEL (EXCLUDING BUSINESSES)

- a) If you wish to cancel the contract you **must do so in writing** within 7 days from the date of accepting the quotation. The Company will either retain from the deposit paid or charge a reasonable administration fee and any other costs incurred by the Company.
- b) Under any circumstances whatsoever, if a Business or Partnership wish to cancel the contract at any time, the Business or Partnership will be liable to pay the Company loss of profit together with any and all Company costs incurred by the Company.