

**PETER
COX**

raising standards in property preservation



Survey Report & Proposal

PROPERTY DESCRIPTION

The property is a Detached house.

THE SURVEY

In accordance with your specific instructions, we carried out a survey of the undermentioned parts of Oakwood Hall, Wylam, Northumberland, NE41 8BJ on the 4th March 2022. Our findings and recommendations are set out below and should be read in conjunction with the enclosed General Notes for clients and Health and Safety precautions.

We must draw to your attention that this survey was conducted only in those areas that we were requested to inspect. Solely to identify evidence of Fungal Decay.

NOTE: The terms left, right, front and rear are used as if facing the front elevation of the building from outside.

SURVEY

External Survey

- Weather conditions - At the time of our inspection, it was overcast and wet, 5°C.



- The guttering to various locations was blocked by vegetation growth.



- Water staining was noted to the walls around various downpipes.

The gutters were noted to be leaking and generally in poor condition. This is causing water ingress into the building.





- Large sections of render were noted to be missing from the walls to most elevations.
- Exposed timber lintels to the front elevation are decayed.

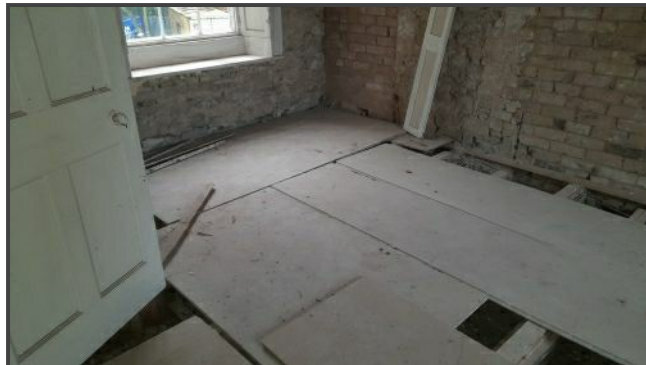


- You should arrange for your own contractor to check and maintain/repair as necessary all gutters, downpipes, external joinery timbers and roof coverings.

Internal Survey

Floor(s)

- Our inspection was restricted in some areas due to:-
 - Limitations with exposed floors.



- - Unsafe access.



- Our observations and recommendations are limited accordingly.

Roof

Exposed Beams / Framing Timbers

- Water staining was noted to the timber ridge board. Moisture penetration via defective roof coverings and flashings can result in excessive moisture content in timbers within the roof void, sufficient to permit the germination of wood destroying fungi spores.



- Decay by wet rot (*Coniophora puteana*) is evident to the valley beam. This has caused significant damage and is in urgent need of repair.

Wet Rot is caused by a number of basidiomycetes fungi of which one of the most important is *Coniophora puteana*. It attacks both softwood and hardwood causing a darkening of the timber (brown rot) or bleaching (white rot).

Wet rot fungi usually occur in persistently damp conditions, needing an optimum moisture content of 40 to 60 per cent. Unlike Dry Rot, the conducting strands of wet rot fungi do not extend far from their nutrient wood so they cannot travel through masonry and brickwork. The fruiting bodies occur rarely in buildings.

Wet Rot, which has been known to hollow out giant beams, is responsible for much of the wood decay within buildings and, although not as serious as Dry Rot, is still a common cause of structural defects.

CAUSE OF ATTACK: This attack appears to have been caused by faulty roof coverings and general poor maintenance of defects noted in the external observations.



Recommendations

- We recommend that the client arrange for the roof coverings to be inspected and soundly repaired as necessary, by your own roofing contractor.

No allowance has been made for any replacement of timbers. This should be carried out by your own joiner, under a separate contract.

First floor

Front room left

Middle room left

Floor(s)

- Decay by Dry Rot (*Serpula lacrymans*) is evident to the floorboards, joists and wall plates.

Dry Rot is the major malignant fungal decay of buildings often causing extensive damage. It is able to grow through bricks, mortar and plaster with its strands capable of spreading the fungus to dry timbers.

Dry Rot spores are ubiquitous and there is no environment free of them. Spores will germinate and grow in timber with a moisture content of between 20% and 30%. The fine fungal thread (hypha) digests the cellulose and hemi cellulose fractions of the wood, but is unable to attack the structural lignin. These remain as a brittle matrix which cracks into cubes under differential stresses. Cuboidal cracking is also a characteristic of many wet rots and does not automatically indicate the presence of Dry Rot. Fungal hyphae may clump together into a variety of structures known as mycelia which takes various forms depending on the surrounding conditions.

They may fill a humid cavity as a cotton wool-like mass, or grow across the surface of the timber as grey-white skin. Active Dry Rot has a fresh white or greyish appearance. Some hyphae group together to form conducting strands. Their main function is the conduction of nutrients through inert non-nutrient materials (brickwork etc.) to permit eventual colonisation of other timbers. Their relatively impervious outer layer, together with an unusual alkaline tolerance, allows them to survive in the mortar layers within masonry and walls and an infested area may be full of Dry Rot strands.

The Dry Rot fungus may tolerate relatively lower moisture contents and, through this and other quirks in its biology, is potentially capable of considerable destruction.

- **CAUSE OF ATTACK:** This attack appears to have been caused by faulty roof coverings and general poor maintenance to defects noted in the external observations.





- Rear Right Room

Decay by Cellar Fungus (*Coniophora puteana*) is evident to a number of joists in the rear right room.

CAUSE OF ATTACK: This attack appears to have been caused by faulty roof coverings and general poor maintenance of defects noted in the external observations.



Recommendations

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

The Peter Cox responsibility is to extend to chemical treatments only, you will need to ensure that your own appointed contractor undertakes the necessary timber replacement works to conform to our 'Builders Specification' a copy of which has been attached to this report. Treatment guarantees where applicable will be conditional upon full compliance with the specification.

PETER COX ARE TO:-

Apply a surface application of fungicidal fluid to the brickwork and wire brush the surfaces. Resulting debris being removed from the building.

TOXIC BOX: Two rows of holes are to be formed at 450mm staggered centres in walls in excess of 150mm thickness, to the perimeter of the walls marked for treatment on the drawing. Fungicidal fluid is to be applied to each hole together with a surface application applied to both sides of the wall (excluding external wall surfaces).

Treatment of the masonry/brickwork to the areas marked on the attached drawing will reduce the risk of germination of fungal spores and may prolong the useful life of the neighbouring timbers. However due to the reduced specification these areas/timbers will not be subject to any guarantee unless they are removed and renewed as stated and in full compliance with our builders specification.

GUARANTEE

Upon completion of the contract our 20 Year Guarantee will be issued in respect of the specified specialist timber treatments undertaken, offering you peace of mind for your property in the future. A specimen guarantee is available on request or can be viewed at www.petercox.com

Whilst any general building and ancillary works undertaken by Peter Cox are excluded from any treatment guarantees issued, you will of course be protected by your statutory rights under The Consumer Protection Act 1987.

Successful eradication of fungal decay is dependant upon the prevention of further entry of moisture into the building. Where a guarantee is to be issued, it will be conditional upon building defects being corrected and the building being maintained in a weather-tight and waterproof condition. You should therefore arrange for any such defects to be rectified without delay, under separate contract, together with making provision for any future maintenance requirements.

Exposed Beams / Framing Timbers

- Decay by Cellar Fungus (*Coniophora puteana*) is evident to a number of timber lintels.

CAUSE OF ATTACK: This attack appears to have been caused by faulty roof coverings and general poor maintenance of defects noted in the external observations.



Recommendations

- No allowance has been made for any replacement of timbers. This should be carried out by your own joiner, under a separate contract.

Ground floor

Rear room right

Rear room left

Hallway

Floor(s)

- Decay by Dry Rot is evident to the floorboards, joists and wall plates in the rear right room, rear middle right room and the hallway.

CAUSE OF ATTACK: This attack appears to have been caused by faulty roof coverings and general poor maintenance. Water ingress into the basement has also led to decay of the floor joists.





Walls

- Decay by Dry Rot (*Serpula lacrymans*) is evident to the floorboards, joists and wall plates.

CAUSE OF ATTACK: This attack appears to have been caused by faulty roof coverings and general poor maintenance of defects noted in the external observations.



Recommendations

- The Peter Cox responsibility is to extend to chemical treatments only, you will need to ensure that your own appointed contractor undertakes the necessary timber replacement works to conform to our 'Builders Specification' a copy of which has been attached to this report. Treatment guarantees where applicable will be conditional upon full compliance with the specification.

PETER COX ARE TO:-

Apply a surface application of fungicidal fluid to the brickwork and wire brush the surfaces. Resulting debris being removed from the building.

TOXIC BOX: Two rows of holes are to be formed at 450mm staggered centres in walls in excess of 150mm thickness, to the perimeter of the walls marked for treatment on the drawing. Fungicidal fluid is to be applied to each hole together with a surface application applied to both sides of the wall (excluding external wall surfaces).

Recommendations

- Peter Cox are to carry out the following treatment:-

All accessible timbers to all floors are to be prepared and a fungicidal fluid is to be applied to all such exposed surfaces.

Customer Instructions

At this stage we have restricted our specification to that detailed above. It may be found that the dry rot is affecting adjacent areas. These may require further inspection during the course of our works. A supplementary report and quotation may be submitted if applicable.

The general building contractor is to be responsible for the following under separate contract :-

- Removal of any remaining plaster to the walls marked for treatment.
- Renew the timbers within the vicinity of treatments ensuring that all contact surfaces are coated with Peter Cox Timber Water Repellent fungicidal fluid, and wrapped/capped or laid on PVC DPC membrane.

Safe Working Access

Ensure all floors have been repaired soundly prior to works commencing to allow for temporary scaffold to be erected safely.

IMPORTANT

To be read in conjunction with our report and quotation

The Builder's Specification

Specification for Works by the General Contractor

1. All timber lintels in treatment areas are to be removed and replaced with suitable reinforced concrete or metal/steel sections unless restrictions are in place.
2. All timber plugs, fixing blocks (dooks) and bonding timbers within affected areas are to be removed completely prior to Peter Cox commencing sterilisation.
3. All timbers within 1m of the internal face of the walls of treated areas and/or 1m of the last visible signs of attack are to be removed, unless stated otherwise in our report.
4. Any defects allowing moisture penetration must be repaired. The moisture content of any stone or brick walls and timbers which are to be treated must be below 20%.
5. All surface debris is to be removed from the areas to be treated and the timbers left in such a condition that maximum absorption of insecticide/fungicidal fluid is obtainable i.e. clean & dry.
6. Where surface spray treatments by Peter Cox have been specified, the contractor is to clean down all roof void timbers in preparation, uplift every 6th floorboard in the floor areas to receive treatment and refix on completion.
7. Replacement of timbers should be carried out using sound dry timber as follows:-

a. Floor joists, floor boards, wall plates, grounds, wall strapping (framing) together with door frames and all other joinery item should be of industrial pre-treated timber, to British Standard, with the contact faces being coated with a fungicidal water repellent and isolated from masonry by plastic damp proof course material.

b. Wherever possible joists etc. should be isolated from masonry using joist hangers. If timbers need to be embedded in the wall, bearing ends should be coated with a fungicidal water repellent, 50mm back from the inner wall face and capped with a plastic damp proof course material conforming to British Standards, in such a way that no part of the replacement timbers are in direct contact with the wall fabric. Wall plates should be bedded on plastic damp proof course material.

c. Wall strapping (framing/studding) should be fixed to the walls by means of galvanised or stainless steel holdfasts. Skirting grounds and joinery items should be fixed by means of plastic plugs and screws, masonry nails or a similar fixing method. Timber plugs or fixing blocks should not be used other than with the express written agreement of Peter Cox Ltd.

All existing joist ends built into walls with moisture content of over 20% are to be fully exposed and allowed to dry until the moisture content of the timbers has been reduced to below 20%. On reaching this level the timber ends should be treated with fungicide and as per paras 7(a) & (b) above.

In cases where Peter Cox issue a guarantee for sterilisation to rot affected walls and/or treatment only of timbers as detailed in the report, the guarantee issued is conditional upon strict compliance with the 'Builder's Specification' by the client and as follows: -

In accordance with the terms of our guarantee, to be read in conjunction with this 'Builder's Specification', Peter Cox will be responsible for re-treating areas of brickwork and timbers originally treated by us should there be a recurrence of fungi or insect attack against which we applied treatment. Replacement of timber will only be considered if all conditions of this 'Builder's Specification' have been fulfilled.

That all timber removal, subsequent replacement and associated works is carried out strictly in accordance with our report and specification attached hereto, and that the building is maintained in a watertight condition during the guarantee period. If any water ingress or additional outbreaks occur within that period, we should be notified immediately so we may inspect and either rectify under our guarantee or suggest further work as appropriate.

The attached quotation is on the basis that you will be responsible for ensuring that this 'Builder's Specification' is strictly adhered to before we undertake treatment. You should not rely upon our technicians for this purpose since they do not possess the same degree of experience and skill as our Surveyors.

If you or your agents do not feel confident yourselves in checking that this 'Builder's Specification' has been complied with, please let us know and we will arrange for one of our Surveyors to make the check for which there will be a charge of £75.00+VAT for each visit.

This specification will form part of the contract documents and should be kept in a safe place together with the report, drawing, guarantee etc.

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Dry Rot Limitations:

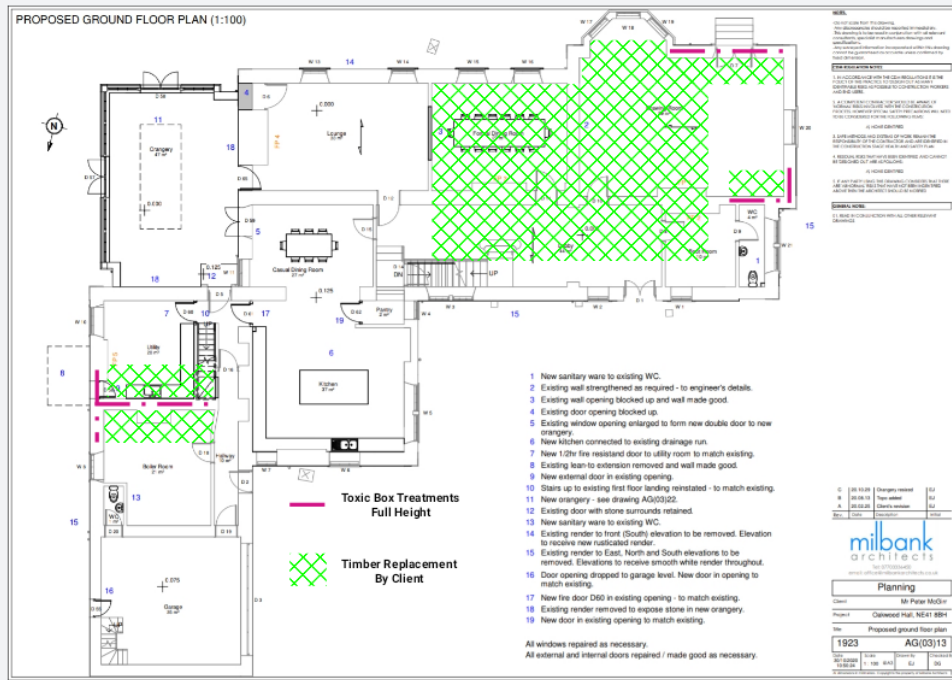
At this stage we have restricted our specification to that detailed above, on the basis of our inspection as set out above. If, during the course of our works, we find out that the dry rot is affecting other areas, and we consider that those areas may require further investigation and/or treatment at additional cost to you, we will, if appropriate, submit a supplementary report and quotation prior to undertaking any additional work on your behalf.

Dry Rot Prevention:

Successful eradication of fungal decay is dependent upon the prevention of further entry of moisture into the building. Where a guarantee is to be issued, it will be conditional upon building defects being corrected and the building being maintained in a weather-tight and waterproof condition.

You should therefore arrange for any such defects to be rectified without delay, under separate contract, together with making provision for any future maintenance requirements.

Appendix - Floor Plan



NOTES

- For specialist work a certificate of guarantee will be provided when the work has been completed and the account paid in full.
- In a building of this nature there may be many concealed and inaccessible built-in timbers. We are unable to comment on the condition of any such timbers nor have we allowed for any form of treatment to them in our quotation.
- Unless otherwise stated no allowance has been made in our quotation for the removal and replacement of floor coverings, furnishings, furniture, pipes, radiators, electrical fittings and other items that may obstruct our work. All electrical circuits should be isolated and fittings removed by a qualified electrician.

IMPORTANT

The extent of this report is limited to the areas of the property which the surveyor was instructed to view on the day of the visit. No responsibility or liability whatsoever is accepted for issues which were unobservable on the day of the visit or for areas of the property not made available for observation.

Please note that this report is confidential. The report has been produced by the surveyor on behalf of Peter Cox Ltd, specifically for the stated recipient of this report (the Customer), for their sole use alone. The contents must not be disclosed to any other party without the express permission of Peter Cox Ltd which must be obtained in writing.

Peter Cox Ltd shall have no duty of care beyond that owing to the Customer. Under no circumstances shall Peter Cox Ltd be liable for any reliance by any party, other than the Customer, on the information contained within this report.

This report is provided strictly subject to the Peter Cox Ltd standard terms and conditions.

This report is based on professional opinion. It is not a guarantee or warranty.

ADDITIONAL INFORMATION - Coronavirus (COVID-19)

We, as a business, are stringently adhering to current Government guidelines on any site procedures to keep you and our teams safe. We expect our clients to do the same and we have summarised the requirements below.

Our Technicians will wear all the appropriate PPE for the task in hand, including the wearing of face masks on all occupied sites.

COMMERCIAL (non-domestic premises)

As a Commercial client we would expect the site operating procedures to be in place in line with Government guidelines and Construction Leadership Council (CLC) Site Operating Procedures (SOP).

Please refer to our safety standards. If these standards cannot be maintained we reserve the right to suspend work. We also reserve the right to charge for additional or lost time should safety standards mean we have to suspend work.

DOMESTIC

On a Domestic site we would expect the following criteria to be in place:

- All touch points to be sanitised prior to our arrival on site. Touch points should include door handles, light and electrical switches.
- Clients and other trades to adhere to the social distancing rules including handshakes and touching.
- There should be no non-essential visitors to site during the works.

IF ANY OF THE ABOVE CANNOT OR HAVE NOT BEEN FULFILLED WE RESERVE THE RIGHT TO LEAVE THE SITE AND CHARGE THE CLIENTS FOR ANY LOSS OF TIME THROUGH THE ABOVE NOT BEING ADHERED TO.

Where the cost of the proposed works exceeds £1,500, our acceptance of your instruction to proceed with these works is subject to appropriate credit checks being obtained first.

Any fee paid for the initial survey will be deducted when payment is made. This deduction is not shown on the report quotation page.

Payment will be required in full before works start.

The quotation provided is valid for 3 months from report date.

- **Extent of Survey:** The areas we have reported upon are those inspected in accordance with your instructions. If there are any omissions or if you believe that we have misinterpreted your survey instruction, please let us know at once. Where treatment has been recommended, unless otherwise stated above, this is on the understanding that the specified area has not previously been treated and guaranteed.

You should be aware that we have reported upon problems evident to us at the time of our visit. We are not commenting in any general sense on the risks of fungal decay or any other defect not evident at this time or that may develop in the future.

Where we have drawn to your attention items that are outside the scope of our survey as defined earlier, these items should be regarded as helpful suggestions and not a full and complete assessment of any problems that may exist.

Please read carefully the content of this report and all of its enclosures.

This survey must not be regarded as a substitute for a structural survey

PETER COX LIMITED STANDARD TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1 "Conditions" refers to these terms and conditions.
- 1.2 "Contract" refers to the contract between Peter Cox and the Customer for the provision of the Works in accordance with these Conditions.
- 1.3 "Customer" refers to the person or firm who instructs Peter Cox to proceed with the Works.
- 1.4 "Fixtures and Fittings" includes (but is not limited to) pipes, cables, furniture, furnishings, internal plaster and decorations.
- 1.5 "Order" refers to the Customer's written acceptance of the Quotation.
- 1.6 "Peter Cox" refers to Peter Cox Limited, a company registered in England & Wales with registration number 2438126 and whose registered office is at Compass House, Manor Royal, Crawley, RH10 9PY.
- 1.7 "Price" refers to the price outlined in the Quotation for carrying out the Works.
- 1.8 "Property" refers to the place at which Peter Cox is instructed to carry out the Works.
- 1.9 "Quotation" refers to the document produced following the visit to the Property and attached to the Survey Report which outlines the likely cost of the Works.
- 1.10 "Survey Report" refers to the report prepared and produced by Peter Cox following a visit to the Property which contains a description or specification of the Works.
- 1.11 "Works" includes any works or treatments provided to the Customer as set out in the Survey Report including any materials and or goods needed to complete those Works.
- 1.12 "Writing" includes emails.

2. CONTACT DETAILS

- 2.1 The Peter Cox Customer Services Team may be reached on the number set out in the Quotation or by writing to the address on the same form.

3. BASIS OF CONTRACT

- 3.1 The Order constitutes acceptance by the Customer to proceed with the Works in accordance with these Conditions.
- 3.2 At the point at which Peter Cox issues a written acceptance of the Order the Contract shall come into existence.
- 3.3 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

4. SURVEY REPORT AND QUOTATION

- 4.1 It may be necessary to send a surveyor to the Property to evaluate and assess the Customer's requirements and to complete a Survey Report. If it is critical that the Works are completed by a particular date this must be made clear at the time of the survey.
- 4.2 The Customer may be required to pay a fee for the Survey Report. If this is required, the Customer will be told at the time of the initial enquiry. This fee will be refunded in full should the Customer instruct Peter Cox to proceed with all the Works recommended in the Survey Report.
- 4.3 The Survey Report will set out the Works, the Price and any recommendations, including any information Peter Cox may need from the Customer and the actions the Customer may need to take in preparation for the Works.
- 4.4 The Price will remain valid for a period of twenty eight (28) days from the date of the Survey Report after which time Peter Cox reserve the right to increase the Price.
- 4.5 The Quotation is based on the assumption that the structure and foundation of the Property are sound. If when the Works start, it is discovered that one or both are not in good condition or a problem identified in the Survey Report is more extensive than originally thought then Peter Cox reserve the right either to terminate the Contract and charge the Customer for the costs incurred up to the date of termination or, at its sole discretion, to charge the Customer for any additional work necessary to complete the Works.

5. PETER COX'S OBLIGATIONS

- 5.1 Peter Cox shall carry out the Works in accordance with the Survey Report or Quotation.
- 5.2 Peter Cox shall use reasonable endeavours to meet any dates specified in the Quotation, but any such dates shall be estimates only and time shall not be of the essence for the carrying out of the Works.
- 5.3 Peter Cox reserves the right to amend the Quotation if necessary to comply with any applicable law or regulatory requirements, or if the amendments will not materially affect the nature or quality of the Works. Peter Cox shall notify the Customer in such event. The Customer will not be notified if Peter Cox are only substituting materials or equipment of similar quality and performance to those specified in the Survey Report or Quotation.
- 5.4 Peter Cox warrants to the Customer that the Works will be carried out using reasonable skill and care.

6. THE CUSTOMER'S OBLIGATIONS

- 6.1 The Customer shall
 - (a) ensure that the terms of the Order are complete and accurate;
 - (b) co-operate with Peter Cox in all matters relating to the Works;
 - (c) provide Peter Cox, its employees, agents, consultants and subcontractors with adequate access to the Property (including parking for one vehicle and a convenient area for loading and unloading materials and for carrying out ancillary works), office accommodation and other facilities (including electricity and water) as reasonably required by Peter Cox;
 - (d) provide Peter Cox with such information and materials as Peter Cox may reasonably require in order to carry out the Works and ensure that such information is complete and accurate in all material respects.;
 - (e) prepare the Customer's premises for the Works (including removal of fixtures and fittings and/or clearing rooms);
 - (f) obtain and maintain all necessary licenses, permissions and consents which may be required for the Works before the date on which the Works are to start;
 - (g) comply with all applicable laws, including health and safety laws;
 - (h) comply with any additional obligations as set out in the Survey Report.
- 6.2 If Peter Cox's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the customer or failure by the Customer to perform the obligations outlined at a) to h) above (the Customer Default):
 - a) Peter Cox shall have the right to suspend performance of the Works until the Customer Default is remedied;
 - b) Peter Cox shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Peter Cox's failure or delay in carrying out the Works; and
 - c) the Customer shall reimburse Peter Cox on written demand for any costs or losses sustained or incurred by Peter Cox arising directly or indirectly from the Customer Default.

7. PRICE AND PAYMENT

- 7.1 The Price is based on providing the Works during normal working hours (8.00am to 5.00pm, Monday to Friday). If extra time or overtime is worked for any reason (other than due to Peter Cox's fault), the costs of such extra time or overtime shall be paid by the Customer as an addition to the Price.
- 7.2 Peter Cox reserves the right to increase the Price on an annual basis.
- 7.3 If additional materials or Works are required the Customer will be provided with a new Quotation. Peter Cox will not proceed with any such additional work without the Customer's written acceptance.
- 7.4 Any additional costs arising from the Works including parking charges and / or compliance with statutory or local requirements such as, but not limited to, compliance with building control, shall be paid by the Customer as an addition to the Price.
- 7.5 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time. If the rate of VAT changes between the date of the Contract and the date of supply of the Works, the VAT rate will be adjusted to reflect the new rate.
- 7.6 Peter Cox shall invoice the Customer monthly in arrears.
- 7.7 The Customer shall pay each invoice submitted by Peter Cox:
 - a) Within 30 days of the date of the invoice; and
 - b) In full and in cleared funds to a bank account nominated in writing by Peter Cox.
- 7.8 If the Customer fails to make payment by the due date, then, without limiting Peter Cox's remedies under clause 9 (Termination), the Customer shall pay interest on the overdue amount at the rate of 4% a year above the base lending rate of HSBC PLC from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount.
- 7.9 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

8. GUARANTEES

- 8.1 Where the Survey Report states that the Works come with a guarantee, this shall be issued by Peter Cox to the Customer upon receipt of payment in full. The terms of the guarantee are shown on the relevant Certificate of Guarantee.
- 8.2 The Customer may assign the Guarantee to a third party taking ownership of the Property. Peter Cox reserves the right request evidence of such transfer of ownership.

9. TERMINATION RIGHTS

- 9.1 Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party one month's notice.
- 9.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
 - a) the other party commits a material breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach with 28 days of that party being notified in writing to do so;
 - b) the other party takes any step or action in connection with entering into administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring, having a receiver appointed to any of its assets or ceasing to carry on business;
 - c) the other party suspends, or threatens to cease to carry on all or a substantial part of its business; or
 - d) the other parties financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the contract has been placed in jeopardy.
- 9.3 Without affecting any other right or remedy available to it, Peter Cox may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.

PETER COX LIMITED STANDARD TERMS AND CONDITIONS

9.4 Without affecting any other right or remedy available to it, Peter Cox may suspend the Works under the Contract or any other contract between the Customer and Peter Cox if the Customer fails to pay any amount due under the Contract on the due date for payment or the Customer becomes subject to any of the events listed in clause 9.2(b) to 9.2(d) or Peter Cox reasonably believes that the Customer is about to become subject to them.

10. CONSEQUENCES OF TERMINATION

- 10.1 On termination of the Contract:
- the Customer shall immediately pay to Peter Cox all Peter Cox's outstanding unpaid invoices and interest and, in respect of the Services supplied but for which no invoice has been submitted, Peter Cox shall submit an invoice, which shall be payable by the Customer immediately on receipt;
 - the Customer shall return all of Peter Cox's materials which have not been fully paid for.
- 10.2 Termination of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 10.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or before termination of the Contract shall remain in full force and effect.

11. COMPLAINTS PROCEDURE

- 11.1 If the Customer has any complaints regarding the standard of the Works, Peter Cox's Complaints Procedure can be downloaded using the following link https://www.petercox.com/assets/content/files/complaints_procedure.pdf. Alternatively, a copy of the Complaints Procedure can be obtained by contacting the telephone number on the Quotation. Both parties agree to comply with the Complaints Procedure in the first instance.
- 11.2 The Customer must notify Peter Cox within 7 days of discovery of any alleged defect in the Works and must give Peter Cox the opportunity to access the Property in order to view the alleged defect. If the Customer fails to allow Peter Cox the opportunity to access the Property and/or the Customer instructs a third party to view or carry out works in relation to the alleged defect then any additional charges or losses suffered by the Customer will not be recoverable from Peter Cox.
- 11.3 If the Customer requires Peter Cox to re-inspect the Works after completion an inspection fee may be payable by the Customer but such fee will be re-funded in the event that Peter Cox have been at fault in carrying out the Works.
- 11.4 If the Customer has not raised a complaint within 6 months of completion of the Works, then Peter Cox will be entitled to assume that the Works were performed satisfactorily.

12. LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

- 12.1 Nothing in this Contract shall limit or exclude Peter Cox's liability for:
- death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - fraud or fraudulent misrepresentation; or
 - breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.
- 12.2 Subject to clause 12.1, Peter Cox shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
- loss of profits;
 - loss of sales or business;
 - loss of agreements or contracts;
 - loss of anticipated savings;
 - loss of use of use or corruption of software, data or information;
 - loss of damage to goodwill; and
 - any indirect or consequential loss.
- 12.3 Subject to clause 12.1, Peter Cox's total liability to the Customer, whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising under or in connection with the Contract shall be limited to £20,000 (twenty thousand pounds).
- 12.4 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 12.5 This clause 12 shall survive termination of the Contract.

13. HOW PETER COX MAY USE YOUR PERSONAL INFORMATION

- 13.1 Peter Cox shall process your personal data, including sending you marketing information, in accordance with applicable data protection legislation and our privacy notice which is located at: <https://www.rentokil-initial.com/site-services/cookie-and-privacy-policy/privacy-policy.aspx>.
- 13.2 If you do not wish to receive marketing information from us you can opt out here: opt-out@petercox.com. We will continue to send you communications as necessary for the performance of the Contract and/or the services we are providing to you.

14. INTELLECTUAL PROPERTY RIGHTS

- 14.1 Copyright in all documents prepared or produced by Peter Cox in the course of carrying out the Works (the Documents) shall remain vested in Peter Cox.
- 14.2 Peter Cox grants to the Customer a non-exclusive, royalty free licence during the term of the Contract to copy the Documents for the purpose of receiving and using the Works in relation to the Property.
- 14.3 The Documents shall not be reproduced for any extension or modification of the Property.
- 14.4 Peter Cox will not be liable for any use of the Documents for any purpose other than that for which they were originally prepared or produced.

15. OTHER IMPORTANT TERMS

- 15.1 Title in any equipment or materials used in the Works shall not pass until payment has been made in full.
- 15.2 Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.
- 15.3 Peter Cox may transfer its rights and obligations under these terms to another organisation. The Customer may only transfer its rights or obligations under these terms to another person if Peter Cox agrees to this in writing.
- 15.4 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract. Nothing in this clause shall limit or exclude any liability for fraud.
- 15.5 Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 15.6 If any provision of part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 15.7 Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 15.8 A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that (or any other) right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 15.9 These terms are governed by English law and legal proceedings will be in the English courts.

16. CORRUPTION AND BRIBERY

- 16.1 Peter Cox and the Customer both undertake that in Peter Cox's case, neither Peter Cox nor any party acting on Peter Cox's behalf, and in the Customer's case, neither the Customer nor any party acting on the Customer's behalf, has offered, given, requested or accepted any undue financial or other advantage of any kind in any way connected with the entering of this Contract and both parties shall each comply with all applicable legislation relating to bribery and corruption in connection with this Contract including ensuring in Peter Cox's case that Peter Cox's employees and representatives shall not, and in the Customer's case that the Customer's employees and representatives shall not, directly or indirectly offer, give, request or accept any undue financial or other advantage of any kind.
- 16.2 Any failure by either party to comply with this paragraph shall entitle the other to terminate this Contract on written notice.

GENERAL NOTES FOR CLIENT

These notes contain important information for clients and must be read in conjunction with the Survey Report. Please see the Survey Report for any variations on these General Notes.

1. Instrumental readings or moisture content.

Where we refer to instrumental readings or moisture content in our report, we will have used a resistance meter to ascertain the moisture content of timber and a carbide meter to ascertain the moisture content of mortar samples taken from the walls of the property.

2. Relaying carpets.

Where our Technicians have treated the top surface of a floor or staircase, they will protect treated areas, where necessary, so that carpets may be relaid loosely without delay. In the case of foam/synthetic backed carpets, it is inadvisable to lay these on treated floors until a period of four weeks has elapsed after treatment. For the same reason, vinyl floor coverings should not be laid until three months have elapsed.

3. Roof insulation.

Where insulation material has been removed from a roof, it can be re-laid immediately after treatment by our Technician. If the insulation material is to be relaid by some other party, the work must be delayed until after the expiry of the appropriate safety precautions period.

4. Polythene sheet below suspended timber floors.

Where we have laid polythene sheet on the oversight beneath a suspended timber floor at ground floor level, its purpose is to reduce the evaporation of water from the surface of the oversight. It is essential that the polythene sheet is not disturbed or removed from the oversight otherwise fungal decay may occur in the floor timbers.

5. Other contractors.

Where we have recommended work that is to be carried out by others, arrangements for such work are the client's responsibility. No allowance for this work is included in our quotation.

6. Water and electricity supply.

The client should ensure that there is an adequate supply of mains water and electricity available prior to the arrival of our Technician to carry out the treatments recommended in the survey report. If electricity is not available, it will be necessary for us to supply a portable generator and this will be subject to an additional charge on completion of the contract.

7. Peter Cox Insurance.

Where optional insurance is offered under the terms of a Rentokil Insurance policy, the offer will only apply to the relevant areas, which have been inspected and which are detailed within the survey report, and the category or categories of insurance cover referred to on the quotation under the heading "optional insurance".

8. Third party liability.

The survey report is for the sole and confidential use of the client and no liability will be accepted in relation to third parties. Any such persons relying on the survey report do so entirely at their own risk.

HEALTH AND SAFETY PRECAUTIONS

Peter Cox Ltd has always been conscious of its health and safety responsibilities to both its clients and staff. Our prices reflect the need to ensure your safety.

The Control of Substances Hazardous to Health (COSHH) Regulations relate to the use and handling of hazardous substances, including pesticides. The law clearly defines the responsibility of companies involved in industries such as the treatment of timber and the installation of damp proof courses.

In the last few years, Peter Cox Ltd has developed a range of treatment techniques aimed at reducing the amount of pesticides and solvent used without affecting the quality of protection offered to our clients.

Our treatments are designed to cause the minimum of inconvenience and our technicians are trained to use our formulations safely and with care. All treatments have been approved for use by the Health and Safety Executive under the Control of Pesticides Regulations, where appropriate.

You should observe the warning signs that will be displayed in a prominent place before work commences.

1. Access to all work areas:- you should not enter an area whilst work is in progress.
2. Allergies:- it is recommended that people who suffer from respiratory problems, such as asthma, should not enter the property whilst work is in progress.
3. Pets:- cats, dogs, birds and other household pets should be removed from the work area.
4. Fish:- should be removed from the work area.
5. Plants:- should be removed from the work area.
6. Food and drink:- should be removed from the work area.
7. Other items:- should be protected or removed from work area, where necessary
8. Naked flames:- all naked flames (fires, pilot lights, boilers) in or adjacent to the work area should be extinguished.

You should also observe the warning signs that will be displayed in a prominent place after the work has been completed.

The type of work undertaken and the ability to ventilate the work areas will determine the time for which the safety precautions will need to apply after completion of the work. The minimum access restriction that will apply after treatment and of which you need to be aware is two hours.

However, it may be necessary to restrict access to certain areas for longer periods of time. For example, we would recommend that the minimum access restriction be extended to 24 hours for people who are known to suffer from allergies.

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PETER COX LTD LONG TERM GUARANTEES

1. WOODBORING INSECT TREATMENTS

We undertake the necessary treatment should an attack by woodboring insects reoccur in the timbers treated by us. Your protection lasts for 20 years.

2. WOOD-ROTTING FUNGI TREATMENTS

We undertake any necessary treatment, including timber replacement, should an attack by wood-rotting fungi reoccur in the timbers treated or replaced by us. We ask you to keep the property in good repair so as to keep the water out. Your protection lasts 20 years.

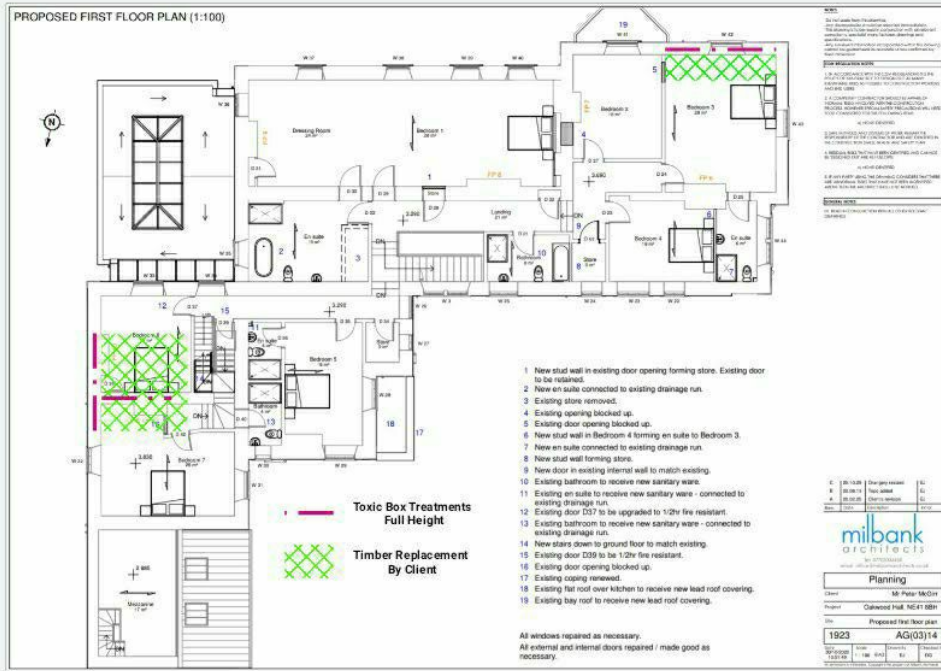
3. RISING DAMP

We undertake to repair our damp proof course should any defect occur in our work. In addition, where we carried out re-plastering work in association with our damp proof course installation, we undertake to carry out any necessary re-plastering work in such cases. Your protection lasts for 20 years.

4. WALL TIE CORROSION

We undertake to replace any of our stainless steel wall ties should they corrode. Your protection lasts 20 years.

Image Appendix 1.





raising standards in property preservation

Accreditations

▶ A long tradition

As the experts in our field, Peter Cox aim to offer the right service and price for your needs. Over 500,000 long term guarantees, up to 20 years for some of our services, have been issued since the company was founded in 1951.

You can use our guarantee certificates with confidence if you ever wanted to sell your house, or have any future renovations.

▶ National Coverage, Local Surveyors

Peter Cox branches cover England, Scotland and Wales, meaning a branch on your doorstep and surveyors with local knowledge and expertise. With over **75** CSRT/CSTDB or CSSW qualified surveyors and **100** specially trained technicians who are directly employed, you can rely on our professionals to complete projects on time at an exceedingly high standard.

▶ Industry-leading Associations

Peter Cox are CHAS, Constructionline and Safecontractor approved.

▶ Trustmark

Peter Cox is an approved contractor under the TrustMark Scheme.

▶ ISO 9001

We have been committed to quality for many years and currently hold ISO 9001 accreditation.

▶ BS 6576:2005

The Peter Cox DryWall DPC system carries a British Board of Agrément Certificate and complies with BS 6576:2005.

▶ A Safe Contractor

All Peter Cox surveyors and technicians are fully trained in safe working practices while our treatment fluids are HSE approved and generally odourless and non-flammable.

▶ Trustpilot

We pride ourselves on being the market leaders in property preservation, and this comes from our passion for quality customer service. With over 800 reviews our customers have rated us **'Excellent'** - meaning from start to finish we are the company to trust.



▶ Peter Cox Products and Services



Damp Proofing



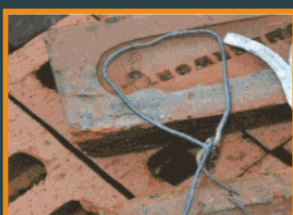
Wet & Dry Rot Control



Basement & Structural Waterproofing



Woodworm & Timber Treatments



Cavity Wall Tie Repair



Condensation Control

▶ A Nationwide Team of Experts

Manchester
Birmingham
Bristol
Edinburgh
Glasgow
Leeds
Lincoln
Liverpool
Newcastle
Uxbridge

