Timberwise

Turner & Townsend
Project Management Limited
Mr Simon Glass
Low Hall
Calverley Lane
Leeds
LS18 4GH

Suite 35
275 Deansgate
Manchester
M3 4EL

☎ Tel: 0161 2103659
✉ manchester@timberwise.co.uk

www.timberwise.co.uk

Date: 05/12/2022

Dear Simon,

Thank You for Choosing Timberwise

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

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

Yours sincerely,

Craig Braund

Craig Braund CSRT CSSW

Senior Surveyor

For and on behalf of Timberwise (UK) Ltd.

Mobile: 07811807078

Email: craigbraund@timberwise.co.uk

Timberwise

Trust The Experts – Trust Timberwise

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

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

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

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

Timberwise

Property Preservation
Done Properly

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

G68535-CB-AK

Timberwise

Survey Report & Proposal

Suite 35
275 Deansgate
Manchester
M3 4EL

☎ Tel: 0161 2103659
✉ manchester@timberwise.co.uk

www.timberwise.co.uk

Client:
Turner & Townsend
Project Management Limited
Mr Simon Glass
Low Hall
Calverley Lane
Leeds
LS18 4GH

Property:
Grosvenor Building
Manchester University
Chatham Building
Cavendish Street
Manchester
M15 6BR

Surveyed by:	Craig Braund
Date of Instruction:	16/11/2022
Date of Survey:	25/11/2022
Date of Report:	05/12/2022
Our Reference:	G68535-CB-AK

IMPORTANT

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

Timberwise (UK) Ltd Registered Office: 1 Drake Mews, Gadbrook Park, Cheshire, CW9 7XF Registered No 3230356 England

Timberwise

Your Timberwise Report

This report has been compiled by our surveyor, Craig Braund.

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

Survey Report Contents

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

Introduction and Scope

Your instructions were to inspect the above property to determine the presence and extent of problems associated with fungal decay to the roof areas of the property.

Our specialist survey was restricted to those rooms or areas that you have requested us to inspect, and we therefore cannot comment on the conditions, good or bad, which may prevail elsewhere in the property and any contract arising from or deemed to have been entered into by reason of this survey is limited accordingly.

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

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

At the time of our inspection the property was under total refurbishment.

The above-mentioned property is a a large university building of brick construction.

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

External Observations

Our specialist survey was restricted to those areas indicated to us and we therefore cannot comment on the conditions, good or bad, which may prevail elsewhere in the property and any contract arising from or deemed to have been entered into by reason of this survey is limited accordingly.

Roof Area 1:
During our inspection fungal decay was noted to the roof 1 area. The attack was noted to be Wet Rot Fungus (*Coniophora Puteana*)

Due to attack by Wet Rot Fungus (Coniophora Puteana) the existing roof rafters have suffered structural breakdown.

Infestation by Wood Boring Weevil *(Euophryum confine)* was evident to the rafter feet. Infestation by this wood boring insect is always associated with fungal decay. Our recommendations are as follows:

Timber renewal will be required to affect a full repair; we have supplied our specification below and as identified as per the attached plan.

We suggest a remedial bolt-on rafter repair as detailed below:

- Cut back the existing timber 300mm from the last visible evidence of dampness / decay.
- All new timber ends to be protected and physically isolated from contact with masonry.
- Apply a new rafter end, overlap the existing rafter by up to 1.0 metre, not less than 4 times the rafter depth.
- Clamp in place ready for drilling in-situ so holes align.
- Drill, and install not less than four M12 bolts (12mm dia. Mild steel).
- Round toothed connectors and washers to be used.
- New end to be supported/fixed in place.

We understand these works are to be completed by your own appointed workforce under a separate contract.

Ornate Roof Finial
During our inspection fungal decay was noted to two number roof finials. The attack was noted to be Wet Rot Fungus (*Coniophora Puteana*)

As discussed during our site visit, we could apply two specification and both detailed below.

Option 1 (Resin & Moulding Mortar Repair)

- Prepare the timber Finials due for repair.
- Remove the defective and decayed timber from the finial.
- Apply preservative timber gel to the concealed timbers beneath.
- Apply Strengthening polyester re-bar to the internal areas to supply a key and structural strength.
- Inject timber grout / resin to the areas as required.
- Fill the surface cracks of the vertical timber struts.
- Apply timber moulding mortar to the finials to match the pattern of the original.
- Upon completion, leave site clean and tidy, ready for aesthetic completion.

Timberwise budget cost - **£ 4,300.00 + V.A.T.**

Client Note:
The specification detailed above would be applied via numerous visits and applying regular build-up of materials allowing suitable curing times between each visit.

Option 2 (Complete Renewal)

- Prepare the timber Finials due for renewal.
- Remove complete the defective and decayed roof timber finial, two number.
- Apply new roof timber finial, previously manufactured (off site) to match the pattern of the original, fix and secure in-situ
- Upon completion, leave site clean and tidy, ready for aesthetic completion.

Timberwise budget cost - **£ 4,800.00 + V.A.T.**

Internal Observations, Recommendations and Specification

Roof Area 19 & Corridor:

The roof is of a traditional style compromising of Purlins and Rafters with cross laid timber battens.

Some of the timbers are water stained. 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.

Historic fire damage and timbers scorched were noted to various rafters and purlins, the structural integrity appears to be adequate, and no remedial works are required at this time.

Where inspection was possible no apparent visual evidence to the surfaces was noted.

At this stage we have restricted our specification to the area detailed above. It is possible that rot is affecting adjacent areas. If these require further inspection during the course of our works, a supplementary report and quotation may be submitted if applicable.

Inspection is based upon a close but not intimate examination of the areas specified. Inevitably there may be timbers which could not be inspected fully or at all without opening up the areas. We have so far as possible, inspected accessible exposed surfaces available to us. Our recommendations are therefore subject to the qualification that further necessary work may be required once the fabric of the building or a particular element is exposed.

Should you require a full exploratory examination or disruptive exposure, we will be pleased to quote for these works. However, should you proceed on the present basis, we shall advise you of any further investigations or fungal infection we discover during execution of the works and advise accordingly with a supplementary report and quotation.

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 *(Coniophora puteana),* 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.

Recommendations

No remedial treatments required from Timberwise UK on the basis of this inspection.

We would recommend that you engage a reputable building contractor to fully inspect and undertake repairs to all defects that are noted.

Generally

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

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

If I can be of any further assistance regarding the above report, please do not hesitate to telephone me on 07811807078.

IMPORTANT CLIENT INFORMATION

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

Yours sincerely,

Craig Braund

Craig Braund CSRT CSSW

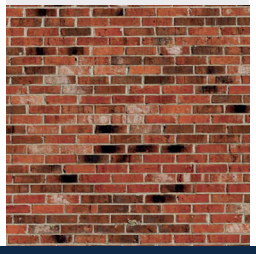
07811807078

For and on behalf of TIMBERWISE (UK) LIMITED

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

Timberwise
SPECIALIST PROPERTY CARE & PRESERVATION

Timberwise - We offer more than you think!



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

Air Quality
Condensation control
Mould eradication
Radon control
Ventilation

Damp proofing
Chemical damp proofing
Electro osmotic damp proofing
DriWise - our own unique damp proofing cream
Injection mortar damp proofing
Above ground membrane

Penetrating Damp
WeatherTek penetrating damp treatment

Flooding
Flood remediation
Flood treatments

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

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

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

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

Others
Basement pump servicing
Bird proofing
Gutter cleaning
Plastering
CPD seminars
Microbore timber surveys
Insurance
Advice
Comprehensive reports

For a survey call or click

0800 99 11 00
www.timberwise.co.uk

THESE CONDITIONS APPLY TO ALL GOODS AND SERVICES SUPPLIED BY TIMBERWISE (UK) LIMITED ("TIMBERWISE"). ALL OF THE TERMS THAT ARE AGREED BETWEEN YOU AND TIMBERWISE ARE SET OUT IN THESE CONDITIONS, YOUR ORDER (AS ACCEPTED BY TIMBERWISE) AND ANY SEPARATE QUOTATION, GUARANTEE AND/OR INSPECTION REPORT PROVIDED TO YOU BY TIMBERWISE. IF YOU FEEL THAT THESE DOCUMENTS DO NOT ACCURATELY REFLECT WHAT HAS BEEN AGREED, YOU MUST LET TIMBERWISE KNOW IMMEDIATELY SO THAT ANY APPROPRIATE AMENDMENTS CAN BE AGREED IN WRITING. IF YOU ARE A CONSUMER, THESE CONDITIONS DO NOT AFFECT YOUR STATUTORY RIGHTS. IF YOU ARE A BUSINESS CUSTOMER, PLEASE PAY PARTICULAR ATTENTION TO CONDITION 15.

1 **Definitions**

Certain words used in these **Conditions** have specific meanings. Where they do, they appear in bold text. A list of these words is set out below.

"Cancellation Notice" means the form of notice attached at the end of these **Conditions**, to be completed and sent to us in the event of a termination of the **Contract** by **you** in accordance with these **Conditions.**
"**Client Works**" means all building, inspection, installation and other works which are not **Works** and which are to be performed by **you** or by someone other than **us** on **your** behalf.
"**Conditions**" means these conditions of contract.
"**Consumer"** means a consumer as defined by s2(3) of the Consumer Rights Act 2015.
"**Contract**" means the agreement between **you** and **us** which includes the **Quotation**, the **Order**, any **Order Confirmation**, these **Conditions,** and, where provided, the **Guarantee** and the **Report,** and which is created pursuant to condition 2.3.
"**Delivery Address**" means the address at which **Goods** are to be delivered and / or **Works** are to be performed, as set out on the **Order**.
"Design" means a design plan created by **us** as part of the **Works.**
"**Estimated Start Date**" means the estimated start date of the **Works** and / or the estimated delivery date of the **Goods** set out on the **Order** and as confirmed by the **Order Confirmation.**
"**Force Majeure Event**" means any act or event beyond a party's reasonable control, including without limitation strikes and other industrial action, riot, invasion, terrorist attack or threat of terrorist attack, war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.
"**Guarantee**" means a separate written guarantee that may be provided to **you** by **us** in respect of the **Works** if appropriate in the circumstances.
"**Goods**" means the goods (if any) detailed on the **Order** and / or such goods as are used for the performance of the **Works**.
"**Order**" means **your** order for **Goods** and / or **Works**.
"**Order Confirmation**" means **our** communication to **you** confirming acceptance of **your Order**.
"**Price**" means the **price** as set out in condition 5.1.
"**Quotation**" means a written price quotation for **Goods** and / or **Works** provided by **us** to **you**;
"**Report**" means an inspection report prepared for **you** by **us,** if requested and included in the **Works**;
"**Timberwise**" means Timberwise (UK) Limited (company number 03230356) whose principle place of business is at 1 Drake Mews, Gadbrook Park, Cheshire, CW9 7XF (VAT registration number 677 3391 96).
"**we**" "**our**" and "**us**" refers to **Timberwise**.
"**Works**" means the inspection, installation and/or other services set out on the **Order** and may also include the supply of **Goods**.
"**you**" and "**your**" refer to the person, company, partnership or other organisation whose details appear in the **Order**.

2 **Quotations and Orders**

2.1 Unless otherwise stated, **our** written **Quotations** expire 28 days after the date of issue. Dates and timescales in **Orders** and **Quotations** are subject to confirmation and may also be varied as set out below. Oral quotations are not binding on **us**.
2.2 By placing an **Order** with us, you are providing an offer and confirming your understanding that you will be obligated to pay the **Price** for the **Goods** and/or **Services** which are to be provided to **you** in accordance with the **Order** once we have confirmed your **Order**.
2.3 Placing an **Order** with **us** does not mean **we** have accepted **your Order** and by doing so **you** are making an offer to **us** for the purchase of **Goods** and / or **Works**. A **Contract** for the supply of **Goods** and / or **Works** shall be created once we accept your **Order** by sending you an **Order Confirmation** and or by commencing the **Works** and/or supplying the **Goods** set out in the **Order** and once any deposits due have been received in cleared funds.
2.4 On receipt of **your Order** if **we** are unable to supply **you** with the **Works** and / or **Goods** in **your Order**, **we** will inform **you** of this prior to sending the **Order Confirmation** and **we** will aim to suggest a suitable substitute, failing which **we** will not process your **Order**. If, due to some unforeseen circumstance, we are not able to provide you with the **Works** and / or **Goods** in your **Order** after we have confirmed the **Order**, we will aim to suggest a suitable substitute and/or method, failing which **you** will be entitled to terminate the order by sending us a completed **Cancellation Notice** and receive a full refund of any payment already made by **you** in accordance with the **Order** in relation to any **Works** and/or **Goods** not already provided to you**.**
2.5 Please note that **our** website and any other promotional materials issued by **us** are solely for the promotion of our **Works** and **Goods** in the UK.
2.6 The purchase of any **Goods** which are advertised on **our** website but are purchased through any third party website shall also be subject to the applicable terms and conditions of the operator of that third party website from time to time.

3 **Cancellation and Change**

3.1 Unless otherwise provided for in these **Conditions**, once a binding **Contract** has been formed it may only be amended by agreement between **us** and **you** recorded in writing and signed by a duly authorised representative of **ours**.
3.2 If **you** change or cancel **your Order** otherwise than is permitted under condition 2.4, condition 4, condition 11.5 condition 12.2 of these **Conditions** or without sending us a **Cancellation Notice, or** without **our** prior written consent, or if the **Contract** is otherwise cancelled due to **your** fault or breach, **we** reserve the right to recover from **you** any costs and / or losses that **we** suffer due to such change or cancellation (and **we** may retain all or part of any deposit which is necessary to cover such costs and losses). These costs and losses may include, without limitation, the cost of **Goods** purchased or manufactured to **your Order**, the non-refundable charges of any subcontractor, the costs of idle time and / or a charge of 20% of the **Price** if **you** cancel within 7 days of the **Estimated Start Date** of any **Works** (unless such cancellation is within your rights listed at condition 4, in which case condition 4 will apply).
3.3 If **we** terminate the **Contract** in accordance with these **Conditions** where **you** are not at fault, **we** will refund **your** deposit less any sums reasonably attributable to **Goods** already delivered and /or **Works** already supplied before cancellation and, if **we** are at fault, any foreseeable losses you have incurred.
3.4 **We** reserve the right to alter the **Estimated Start Date**, any timescale for performance of the **Works** or delivery of the **Goods** and / or the **Price** to take account of any change to **your Order** proposed or agreed to by you.

4 **Distance Selling**

4.1 If **you** placed **your Order** "at a distance" (without any face to face contact with **us**) **you** may have cancellation rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (the "**Regulations**").
4.2 Unless it relates solely to the supply of **Goods** (in which case see condition 4.3 below), **you** may cancel a **Contract** made at a distance at any time and for any reason by sending a **Cancellation Notice** during the 14 day period commencing on the day after the day on which **we** accept **your Order** (the **"Cancellation Period"**) and, subject to condition 4.4 (if relevant), receive a refund of all sums paid. However, if at **your** request the **Estimated Start Date** is during the **Cancellation Period**, and **we** start and complete the **Works** within the **Cancellation Period**, your right to cancel the **Contract** ends on the day that the **Works** are completed. If at your request the **Estimated Start Date** is during the **Cancellation Period** and we start the **Works** during the **Cancellation Period** but do not complete them, you may cancel the **Contract** at any time during the **Cancellation Period**, but we will be entitled to retain a proportion of sums you have paid to us which covers the **Works** that we have already undertaken.
4.3 **You** may cancel a **Contract** solely for the supply of **Goods** made at a distance at any time and for any reason by sending a **Cancellation Notice** during the 14 day period commencing on the day after the day on which the **Goods** are delivered to **you** and, subject to condition 4.4, receive a refund of all sums paid excluding our reasonable costs of collecting the **Goods** if we are required to do so. However, this right of cancellation does not extend to a **Contract** for bespoke **Goods** (i.e. **Goods** that have been manufactured or altered specifically for you to your specification). Bespoke **Goods** cannot be refunded unless they are faulty and/or do not conform with the specification set out in the **Order** and/or **Order Confirmation.** 4.4 If **you** cancel **your Contract** under conditions 4.2 or 4.3, **you** must retain possession of all **Goods** (if any) supplied to **you**, take reasonable care of them and return them to **us** at **your** own cost or **we** will deduct our reasonable costs incurred in collecting them from **you** from any refund of the sums paid by **you**. If **you** fail to take reasonable care of the **Goods** and / or return them to or allow them to be collected by **us**, **you** will be in breach of **your** statutory duty and may become liable for the cost of the **Goods**.
4.5 If **you** wish to exercise **your** right to cancel under this condition 4 you must complete and send a **Cancellation Notice** to **us** within the relevant time period. For the purpose of calculating the relevant cancellation period, if the last day of the relevant **Cancellation Period** is a Saturday, Sunday or UK public holiday, then the last day on which the **Contract** can be cancelled is the next working day after.

5 **Price and Payment**

5.1 The **Price** payable for **Goods** and **Works** shall be the price stated in the **Quotation** or if none shall be **our** published price in force at the time **we** confirm **your Order.** The **Price** excludes delivery costs which will be notified to **you** prior to the **Order Confirmation** and added to the total amount due. **Our** prices may change at any time, but price changes will not affect **Orders** that **we** have already confirmed with **you**. Unless otherwise stated, the **Price** shall include VAT. In the event that any **Goods** or **Works** are incorrectly priced, where the correct price is higher than the price stated **we** will contact **you** to tell **you** and wait for **your** instructions.
5.2 The **Price** must be paid in pounds sterling.
5.3 **We** accept payments for **Goods** and / or **Works** made by cheque made payable to 'Timberwise (UK) Limited', by cash in pounds sterling and by valid credit or debit card. Payment for **Goods** online may be made via Paypal with **our** prior consent. Payment for **Works** may be made by BACS transfer or Faster Payments transfer with **our** prior consent (please use the relevant invoice number(s) as a payment reference). Please contact **us** if **you** have a query relating to method of payment.
5.4 Details of any discounts or promotions which apply to **your Contract** shall be set out on the **Quotation**, **Order** and / or **Order Confirmation**.
5.5 The **Price** of **Goods** (when purchased separately from any **Works**) will be payable immediately upon receipt of the **Order Confirmation** or once the **Order** has been confirmed by us by any other method (including the supply of the **Goods**).
5.6 **We** reserve the right to charge the following deposits in respect of each **Order** for **Works** and will be under no obligation to perform the **Works** until the relevant deposit has been paid:
5.6.1 For any **Order** for **Works**, 40% of the **Price**, payment of which shall be taken on or must be paid on the date of the **Order Confirmation**. The balance

outstanding of the **Price** of **Works** and any **Goods** used to perform those **Works** will, unless otherwise agreed, be due on completion of the **Works**

5.6.2 Where a pump has been ordered, 90% of the **Price** which shall be due prior to the commissioning of the pump ordered.

We reserve the right to treat **you** as having cancelled **your Order** if **you** fail to pay any deposit when due. If **you** fail to pay any deposit due under clause 5.5.2 above, **we** reserve the right to cease any **Works** in progress until such payment is received.

5.7 The **Price** only includes the **Works** and / or **Goods** detailed in the **Order**. **We** will be entitled to charge **you** extra for any additional **Works** and/or **Goods** that we may provide. It will make such charges in accordance with its published prices in place from time to time or any further **Quotation**. **We** are under no obligation to provide any additional works or goods until **you** have agreed to pay for them and may suspend the delivery of any additional works or goods (and where necessary the delivery of the **Works** and any related **Goods**) without liability until agreement is reached. The things for which **you** will be charged extra include (but are not limited to) items that are not listed in the **Order** but are:

5.7.1 required by law and/or by any local or national authority which are not specified in the **Order**;

5.7.2 required due to the discovery of asbestos, any other hazardous substances or animal / pest infestations at the **Delivery Address**; and / or

5.7.3 requested by **you**, **your** employees or agents, **your** site manager or primary contractor or any other person acting on **your** behalf (all of whose persons' requests will be binding upon and are deemed to have been made by **you**) after **your Order** is accepted. In such circumstances, we will confirm the price adjustment for the relevant **Works** and/or **Goods** with you prior to commencing and/or supplying them.

5.8 **We** also reserve the right to charge **you** for any additional costs **we** incur as a result of:

5.8.1 delays caused directly or indirectly by **you** or anyone acting on **your** behalf;

5.8.2 **your** failure to take performance of the **Works** on the **Estimated Start Date** or other date agreed between the both of us;

5.8.3 If, due no fault of our own, **we** are unable for any reason to freely access the **Delivery Address** (or any part of the **Delivery Address** for which **we** require access) for the purpose of performing the **Works**;

5.8.4 **our** access to the **Delivery Address** (or any part of the **Delivery Address** for which **we** require access) being interrupted once performance of the **Works** has commenced due to no fault of ours;

5.8.5 **your** failure to provide **us** with any information required from **you** in order to deliver **Goods** or perform the **Works** or the provision or incorrect or incomplete information by **you** or anyone acting on **your** behalf**,**

and **you** may be liable to pay the reasonable losses we have incurred up to **£480 including VAT** as our cost of redelivery for each re-visit to the **Delivery Address** resulting from any of the events listed in this condition 5.7.

5.9 If **you** are late in paying any sum due, **we** shall be entitled to charge **you** interest compounded monthly on the overdue amount at a rate of 3% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the actual date of payment. You must pay **us** interest together with any overdue amount. **We** may also charge you **£40** (including VAT) for each letter **we** send to you regarding an overdue payment and reserve the right to suspend provision of the **Works** until such time as an overdue payment is made. In addition, **you** may be required to reimburse any and all third party costs (such as legal, debt recovery agency and tracing agency fees) which **we** incur in securing payment of any sum due and / or enforcing its rights following **your** breach of the **Contract**. In the event of a genuine dispute between the parties in relation to the value of the **Price** or the amount of any other sums due by **you** to **us**, interest will not accrue on any such disputed sums. Any non-disputed sums shall however fall due in accordance with clause 5.2 above and interest shall accrue if such sums become overdue.

5.10 If **we** are to provide a **Guarantee** in accordance with the **Order** or any part of it, **we** will not provide **it** to **you** until **you** have paid the **Price** and all other sums due under the **Contract**. This does not affect your statutory rights to seek redress under the Consumer Rights Act 2015.

6 **Performance**

6.1 If **you** have placed an **Order** for **Goods**, **we** will contact **you** with an estimated delivery date. If **you** have asked to collect the **Goods** from **our** premises, unless we provide otherwise **you** can collect the **Goods** from **us** at any time during **our** normal opening hours once we inform you that they are in **our** possession.

6.2 If **you** have placed an **Order** for **Works**, **we** will use our reasonable efforts to perform the **Works** at the **Delivery Address** on or starting on the **Estimated Start Date** and in accordance with any estimated completion date stated in the **Order** or **Order Confirmation.**

6.3 All dates and timescales quoted by **us** (including those set out in the **Quotation** and **Order Confirmation**) are estimates only and you may not terminate the **Contract** due to any reasonable delay of **ours** (including, without limitation, where delay is caused by any **Force Majeure Event** or as a result of any of the events listed in conditions 5.8 or 6.4). In the unlikely event that delivery of **Goods** or commencement of **Works** does not occur by the **Estimated Start Date, we** will contact **you** to agree a new date for commencement and/or delivery**.**

6.4 If **you** fail to pay any money due under this **Contract** by the relevant deadlines for payment or if any of the events set out in condition 5.8 occur, **we** may (without prejudice to **our** right to charge interest) postpone delivery and / or performance with immediate effect until such situation has been rectified without any liability to **you** and **you** may be liable to pay all reasonable costs suffered or incurred by **us** as a result of such postponement, including the costs of storage of **Goods** and / or equipment hire**,** the non-refundable charges of any subcontractors and the idle time of **our** personnel.

6.5 Delivery of an **Order** shall be completed when the **Goods** are in **your** possession and / or the **Works** are completed.

7 **Ownership and Risk**

7.1 **You** will become the owner of **Goods** only when **we** have received full cleared payment of the **Price**. **You** may not sell, dispose of, hire-out, use the **Goods** as security for a loan or mortgage or otherwise deal in the **Goods** until **you** become their owner.

7.2 After delivery to **you** of the **Goods** by **us** or the collection of any **Goods** by you or any person chosen by you, **you** will be responsible for their safe keeping and **you** should therefore make sure that **you** are adequately insured against any damage or loss which may occur to those **Goods** from that time.

7.3 If at any time **we** create any designs for you, **we** will own the copyright, design right and all other intellectual property rights in such designs and any drafts, drawings or illustrations made in connection with the same and grant you an irrevocable, royalty-free licence for **you** to use such designs for the purpose for which they were created in accordance with the **Contract** provided full payment is received.

8 **Surveys and Reports**

If the **Works** involve the provision of inspection for the purposes of reporting or design services and the drafting of a **Report** or **Design**, the terms of this condition 8, where applicable, shall apply.

8. 1 The **Report** or **Design** will be prepared for the person to whom the relevant **Report** or **Design** is addressed and contains **our** opinion of the visible and accessible conditions and state of the site inspected (the "**Site**") so far as the same relates to **our** recommendations for any suitable **Works** and / or **Goods** to be provided by **us** in respect of the **Site** only (the "**Purpose**").

8.2 Prior to **our** inspection **you** must:

8.2.1 provide **us** with all information (and any related documentation) that might reasonably be considered to be relevant to the inspection and/or any **Report** or provision of design services. If upon arrival the inspector of the **Site** does not consider the **Site** to meet the description and/or information provided by **you**, **we** may suspend **our** services until such time as the scope and fee for the inspection and **Report** and/or **Works** has been amended accordingly;

8.2.2 secure any approval needed to grant **us** access to the **Site** for the purpose of performing the inspection; and

8.2.3 move all furniture, furnishings, equipment and any other items blocking or restricting access to any part of the **Site** within the scope of the inspection which **you** wish **us** to inspect.

8.3 At the time of the inspection **you** must, unless otherwise agreed, ensure that **our** inspector is afforded full access to the **Site** (or part thereof) to be inspected.

8.4 Details of the date and scope of **our** inspection and the **Site** (or part thereof) to which it relates are set out on the relevant **Report** or **Design** and the scope shall be limited as follows.

8.4.1 **Our** inspection and the **Report** or **Design** are limited to those areas of the **Site** that **our** inspector can reasonably have been expected to have accessed at the time of the inspection bearing in mind the state and condition of the **Site** (including any safety risks) and the location of any furniture, furnishings, fittings or equipment at the **Site**.

8.4.2 Any parts of the **Site** that were locked, obscured from view or otherwise not reasonably accessible at the time of the inspection shall not be included in the scope of the inspection or the **Report** or **Design**. **Our** inspectors will not be required to move any obstructions to inspect or to undertake any action which would risk damage to the **Site** or injury.

8.4.3 In the case of timber inspections, any timbers exposed to the outside and/or any timbers not visible at the time of **our** inspection shall not be included.

8.4.4 Any noise, vibration or other disturbance affecting the **Site** relevant to the inspection will only be noted if it is significant at the time of the inspection or if specific inspection has been agreed in writing between us.

8.4.5 Unless otherwise agreed in writing, the inspection and **Report** will relate to the **Site** only and will not cover any adjacent or adjoining property or land or the general building where the **Site** inspected does not constitute the whole building. Where the **Site** is an individual flat or maisonette, the inspection and **Report** will not include or take account of any adjacent flats or maisonettes, any internal or external common parts or the structure of the block or building in which the **Site** is located.

8.4.6 **We** will not provide any valuations (other than a quotation for any necessary **Works** and / or **Goods**).

8.5 Unless **you** inform **us** otherwise, the inspection will be conducted and the **Report** or Design produced based upon the assumption that:

8.5.1 no hazardous materials or techniques have been used in relation to the **Site** or any property on the **Site**;

8.5.2 there is no known presence of asbestos or any similar substances on the **Site**;

8.5.3 neither the **Site**, its condition, its use nor its intended use is or will be unlawful; and

8.5.4 in relation to the inspection, that **you** have authority to grant **us** access to the **Site** for the purpose of the inspection;

8.5.5 in relation to preparation of the **Report** or **Design**, that all planning, building and other consents (including landlord consent) required to carry out any works recommended in the **Report** or set out in the **Design** will be or have been obtained.

8.6 If **we** discover or suspect the presence of asbestos (or any other hazardous substance) at the **Site** or **we** consider the condition of the **Site** (or any part of the **Site**) constitutes a risk to the health and safety of **our** inspector(s), **we** reserve the right to suspend the inspection until such time as the **Site** has been investigated (a service which we may be able to provide to **you**) and declared safe. In such an event, **we** will stop the inspection immediately, seal off the relevant area and inform **you** of the same.

8.7 **We** will ensure that the inspection and **Report** or **Design** are provided by persons possessing adequate knowledge and experience and exercising reasonable care and skill.

8.8 **We** will provide the **Report** to **you** to the address provided by **you** as soon as reasonably possible following the inspection. If **you** have not received **your Report** within one month of the inspection, please contact **us** to let **us** know. We will provide the

Design to **you** in accordance with the relevant **Contract.**
8.9 The **Report** or **Design** may not, without the prior written consent of one of our directors, be disclosed to or relied upon by any third party (except **your** professional advisers) or be used for any purpose other than the **Purpose**. Any use of or reliance on the **Report** or **Design** contrary to this condition 8 is made entirely at the risk of those parties involved and without liability on the part of **Timberwise**.
8.10 All intellectual property rights subsisting in the **Report** or **Design** shall be and remain vested solely in **us**, and we will grant an irrevocable, royalty-free licence for **you** to use the **Report** or **Design** for the **Purpose** in accordance with these **Conditions** provided full payment is received. The **Report** or **Design** may not be copied in whole or part without the prior written consent of one of our directors.
8.11 If **you** need to change the time scheduled for **your** inspection, please call **us** as soon as possible to arrange a rescheduled appointment. If **you** fail to provide **us** with access to the **Site** at the agreed time of the inspection with little or no prior notice, **we** reserve the right to charge **you** an additional fee to reflect **our** reasonable costs incurred as a result of such failure to provide access.

9 **Your Obligations**

9.1 In all cases **you** must:
9.1.1 ensure that **you** are entitled to carry out the **Works**, including in particular to party walls, and notify adjacent property owners and occupiers that vibrations may be caused to party walls and that all breakable items should be removed from such walls;
9.1.2 clear the area in which the **Works** are to be performed and ensure that, throughout the duration of the Works, **we** have unimpeded and uninterrupted access to that area;
9.1.3 obtain any and all permissions, licences, authorisations and consents which may be required for the performance of the **Works**;
9.1.4 perform all **Client Works** and all preparatory works required for the provision of the **Works** including but, not limited to, removing furnishings, carpets and other items;
9.1.5 provide sufficient supplies of electricity and water for the performance of the **Works** and notify **us** of the precise position of all wires, pipes and services set into walls and/or floors;
9.1.6 comply with all reasonable instructions given by **us** in relation to the safety and security of the **Delivery Address** and inform **us** of any actual or potential safety hazards (such as asbestos);
9.1.7 following provision of the **Works**, carry out all required additional works such as cleaning, decorating, tiling and carpeting;
9.1.8 following provision of the Works, perform all maintenance works required in relation to the **Goods** and / or **Works** in accordance with **our** instructions and operate the **Goods** in accordance with any instruction manuals provided; and
9.1.9 inform **us** as soon as reasonably possible of any defect or fault in the **Works** and / or **Goods**.
9.2 While we warrant that we will undertake the **Services** using reasonable skill and care, it is your responsibility to advise us of the precision position of wires or pipes for the provision of gas and electric services in accordance with condition 9.1.5 and do not accept any responsibility should we interfere in any way with such services or any damage incurred as a result of such interference.
9.3 You must, prior to delivery of any **Goods**:
9.3.1 ensure that **we** have unimpeded access to the **Delivery Address**; and
9.3.2 provide a safe and secure place at the **Delivery Address** to take delivery of and store the **Goods**.

10 **Warranties**

10.1 **We** warrant (or promise) that the **Works** will be carried out within reasonable care and skill and, where **Goods** are supplied, warrant that:
10.1.1 **we** are legally entitled to sell the **Goods** to **you**;
10.1.2 upon delivery, the **Goods** will correspond with the **Order** (unless agreed otherwise pursuant to condition 2.4); and
10.1.3 the **Goods** will be of reasonably satisfactory quality and fit for purpose.
10.2 In addition, provided that **you** pay the **Price** and all other sums due (including but not limited to interest, letter fees and debt recovery charges) by the due date, the **Works** will be guaranteed in accordance with the terms of any **Guarantee** provided to **you** by **us**. **We** reserve the right not to provide a **Guarantee** if **you** fail to pay all sums due by the relevant due date. If **you** are a Consumer, the **Guarantee** is given in addition to **your** statutory rights.
10.3 Some **Goods** may come with a manufacturer's guarantee. For details please refer to the manufacturer's guarantee provided with the **Goods**.
10.4 From time to time **we** may operate schemes that enable **you**, if **you** wish, to pay one-off premiums to insure **your Guarantee**, **Deposit**, **Works** in progress and / or other matters. Details of the insurance schemes on offer from time to time and the premiums payable (including whether the premium has already been included in the **Price**) are available on request.
10.5 Pumps are not guaranteed by **us** but may be covered by a manufacturer's guarantee. For details please refer to the manufacturer's guarantee provided with the pump and are subject to the terms provided with them.
10.6 In the unlikely event that there is any defect with the **Works** or **Goods** please contact us and tell us as soon as reasonably possible. If you are a Consumer, you have legal rights in relation to Works not carried out with reasonable care and skill or if the materials used or any **Goods** are faulty or not as described. **We** shall not however be liable for any faults in the measurements of bespoke **Goods** where such incorrect measurements were provided by **you**.

11 **Liability**

11.1 Nothing in the **Contract** will exclude or limit **our** liability for death or personal injury caused by its negligence or that of our employees, agents or subcontractors, fraudulent misrepresentation or fraud, a breach of the warranties in condition 10.1, a breach of the terms implied by the Consumer Rights Act 2015 or any other breach of **your** statutory rights.
11.2 (Except under condition 11.1) **We** shall not be liable to **you** for any loss or damage suffered or incurred by **you** in relation to the **Contract** unless, at the time the **Contract** was entered into, that loss was a reasonably foreseeable consequence of the breach or default in question. Loss or damage is foreseeable if it was an obvious consequence of **our** breach or if it was contemplated by **you** and **us** at the time the **Contract** was entered.
11.3 **We** will not have any liability to **you** in respect of:
11.3.1 the actions or omissions of any person other than those of **our** employees, sub-contractors and authorised agents;
11.3.2 damage to any part of the fabric of any building in which **Works** are carried out which is in a weakened, incomplete or damaged condition prior to the **Works**;11.3.3 water ingress, dampness, woodworm or other infestation, wet or dry rot or structural failure outside the specific area of the **Works**;
11.3.4 damage to pipes or services set into walls or floors other than where the precise location of such items has been made known to **us**;
11.3.5 damage to the fabric of a building caused by the necessary removal of floors, roof timbers and / or joists in the course of provision of the **Works**;
11.3.6 damage, failure and / or delay due to **your** failure to comply with **your** obligations under the **Contract** (including your obligation to provide prompt notification of any fault or defect relating to the **Goods** / **Works** and **your** obligations under condition 9.1.8);
11.3.7 in relation to inspections, failure to identify water ingress, dampness, woodworm or other infestation, wet or dry rot or structural failure which is not in the areas inspected, which was not reasonably accessible to **our** personnel and / or which appears after the date of inspection;
11.3.8 any interference to the provision of water and/or electric services in accordance with condition 9.2; and / or
11.3.8 any loss of profit, loss of business, business interruption or loss of business opportunity.
11.4 **We** will make good any damage to **your** property caused by **us** in the course of the performance of any **Works** but **we** are not responsible for the cost of repairing any pre-existing faults or damage to **your** property that **we** discover in the course of installation and / or performance by **us** or for the cost of repairing or replacing any items belonging to **you** which, contrary to **our** instructions, were not protected or moved from the area in which the **Works** took place.
11.5 **We** will not be liable or responsible for any failure or delay in performing its obligations that is caused by a **Force Majeure Event**. If a **Force Majeure Event** occurs, **we** will contact **you** as soon as reasonably possible to notify **you** and will take reasonable steps to prevent or minimise delay. **Our** obligations under the **Contract** will be suspended and the time for performance of **our** obligations will be extended for the duration of the **Force Majeure Event**. Either party may cancel the **Contract** by providing written notice to the other party if a **Force Majeure Event** occurs and continues for longer than 3 months.
11.6 **We** reserve the right to delay the commencement of the Works or suspend immediately any ongoing **Works** in the following circumstances:
11.6.1 if **we** discover or suspect the presence of asbestos (or any other hazardous substance) at the **Delivery Address**; or
11.6.2 if **we** consider the condition of the **Delivery Address** (or any part of the **Delivery Address**) constitutes a risk to the health and safety of **our** employees, agents or subcontractors.
Our obligations under the **Contract** will be suspended and the time for performance of **our** obligations will be extended until the **Delivery Address** is declared safe. Except where **you** engage **us** to perform any works required to remedy the relevant threat to health and safety at the **Delivery Address**, either party may cancel the **Contract** by providing written notice to the other party if such a suspension of our obligations continues for longer than 3 months.

12 **Termination**

12.1 **We** may terminate the **Contract** immediately at any time:
12.1.1 if **you** fail to pay the whole or any part of the **Price** or any other sum due under the **Contract** within 10 days of it becoming due;
12.1.2 if **you** commit a serious breach of the **Contract** which you fail to remedy within 10 days of being asked to do so by **us** in writing;
12.1.3 if **you** become bankrupt or insolvent;
12.1.4 in accordance with condition 11.5 or 11.6; and / or
12.1.5 if it becomes apparent prior to the start date for the **Works** or the delivery of the **Goods** that the required stock or (in the event of **Works**) key personnel or key materials without which the **Works** cannot be provided become unavailable.
12.2 In addition to the right of cancellation set out in condition 4, **you** may terminate the **Contract** immediately at any time by giving **us** notice in writing in the event that **we** commit a serious breach of the **Contract** which we fail to remedy within 10 days of being asked to do so by **you** in writing or if **we** become insolvent.
12.3 The termination of the **Contract** will not affect any rights or liabilities that either of us may have at the date of termination.

13 **Data protection**

13.1 **We** will use the personal information **you** provide to **us** to:
13.1.1 provide the **Works** and / or **Goods**; and
13.1.2 process **your** payment for such **Works** and / or **Goods**;
13.2 Subject to obtaining the required consent**, we**, and other companies in the **Timberwise** group of companies, would like to send **you** information about similar products or services that **we** provide, but **you** may stop receiving these at any time by contacting **us** in writing using **our** contact details provided in these Conditions.
13.3 **We** will not give **your** personal data to any third party.

14 **General**

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

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

15 **Business Customers**

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

Cancellation Notice

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

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

To: Timberwise (UK) Limited

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

By fax: 01606 334748

By email: hq@timberwise.co.uk

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

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

Name of consumer(s):

Address of consumer(s):

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

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

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

Date