



Home Report

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CHARTERED SURVEYORS

All Angles Covered

Residential | Commercial | Property & Construction



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Scottish Single Survey



Single Survey

survey report on:

Property address	105 New Street Musselburgh EH21 6DG
Customer	Executry of late Elizabeth McLaren
Customer address	105 New Street Musselburgh EH21 6DG
Prepared by	Shepherd Chartered Surveyors
Date of inspection	05/11/2025



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PART 1 - GENERAL

1.1 THE SURVEYORS

The Seller has engaged the Surveyors to provide the Single Survey Report and a generic Mortgage Valuation Report for Lending Purposes. The Seller has also engaged the Surveyors to provide an Energy Report in the format prescribed by the accredited Energy Company.

The Surveyors are authorised to provide a transcript or retype of the generic Mortgage Valuation Report on to Lender specific pro-forma. Transcript reports are commonly requested by Brokers and Lenders. The transcript report will be in the format required by the Lender but will contain the same information, inspection date and valuation figure as the generic Mortgage Valuation Report and the Single Survey. The Surveyors will decline any transcript request which requires the provision of information additional to the information in the Report and the generic Mortgage Valuation Report until the Seller has conditionally accepted an offer to purchase made in writing.

Once the Seller has conditionally accepted an offer to purchase made in writing, the Purchaser's lender or conveyancer may request that the Surveyors provide general comment on standard appropriate supplementary documentation. In the event of a significant amount of documentation being provided to the Surveyors, an additional fee may be incurred by the Purchaser. Any additional fee will be agreed in writing.

If information is provided to the Surveyors during the conveyancing process which materially affects the valuation stated in the Report and generic Mortgage Valuation Report, the Surveyors reserve the right to reconsider the valuation. Where the Surveyors require to amend the valuation in consequence of such information, they will issue an amended Report and generic Mortgage Valuation Report to the Seller. It is the responsibility of the Seller to ensure that the amended Report and generic Mortgage Valuation Report are transmitted to every prospective Purchaser.

The individual Surveyor will be a member of the Royal Institution of Chartered Surveyors who is competent to survey, value and report upon Residential Property¹.

If the Surveyors have had a previous business relationship within the past two years with the Seller or Seller's Agent or relative to the property, they will be obliged to indicate this by marking the adjacent box.



The Surveyors have a written complaints handling procedure. This is available from the offices of the Surveyors at the address stated.

1.2 THE REPORT

The Surveyors will not provide an amended Report on the Property, except to correct factual inaccuracies.

The Report will identify the nature and source of information relied upon in its preparation.

The Surveyor shall provide a Market Value of the Property, unless the condition of the Property is such that it would be inappropriate to do so. A final decision on whether a loan will be granted rests with the Lender who may impose retentions in line with their lending criteria. The date of condition and value of the property will be the date of inspection.

Prior to 1 December 2008, Purchasers have normally obtained their own report from their chosen Surveyor. By contrast, a Single Survey is instructed by the Seller and made available to all potential Purchasers in expectation that the successful Purchaser will have relied upon it. The Royal Institution of Chartered Surveyors rules require disclosure of any potential conflict of interest when acting for the Seller and the Purchaser in the same transaction. The Single Survey may give rise to a conflict of interest and if this is of concern to any party they are advised to seek their own independent advice.

The Report and any expressions or assessments in it are not intended as advice to the Seller or Purchaser or any other person in relation to an asking price or any other sales or marketing decisions.

¹ Which shall be in accordance with the current RICS Valuation Standards (The Red Book) and RICS Rules of Conduct.

The Report is based solely on the Property and is not to be relied upon in any manner whatsoever when considering the valuation or condition of any other property.

If certain minor matters are mentioned in the Report it should not be assumed that the Property is free of other minor defects.

Neither the whole nor any part of the Report may be published in any way, reproduced or distributed by any party other than the Seller, prospective purchasers and the Purchaser and their respective professional advisers without the prior written consent of the Surveyors.

1.3 LIABILITY

The Report is prepared with the skill and care reasonably to be expected of a competent residential surveyor who is a member of the Royal Institution of Chartered Surveyors.

The Report is addressed to the Seller and was prepared in the expectation that it (or a complete copy) along with these Terms and Conditions (or a complete copy) would (or, as the case might be, would have been) be disclosed and delivered to:

- the Seller;
- any person(s) noting an interest in purchasing the Property from the Seller;
- any person(s) who make(s) (or on whose behalf is made) an offer to purchase the Property, whether or not that offer is accepted by the Seller;
- the Purchaser; and
- the professional advisers of any of these.

The Surveyors acknowledge that their duty of skill and care in relation to the Report is owed to the Seller and to the Purchaser. The Surveyors accept no responsibility or liability whatsoever in relation to the Report to persons other than the Seller and the Purchaser. The Seller and Purchaser should be aware that if a Lender seeks to rely on this Report they do so at their own risk. In particular, the Surveyors accept no responsibility or liability whatsoever to any Lender in relation to the Report. Any such Lender relies upon the Report entirely at their own risk.

1.4 GENERIC MORTGAGE VALUATION REPORT

The Surveyors undertake to the Seller that they will prepare a generic Mortgage Valuation Report, which will be issued along with the Single Survey. It is the responsibility of the Seller to ensure that the generic Mortgage Valuation Report is provided to every potential Purchaser.

1.5 TRANSCRIPT MORTGAGE VALUATION FOR LENDING PURPOSES

The Surveyors undertake that on being asked to do so by a prospective purchaser, or his/her professional advisor or Lender, they will prepare a Transcript Mortgage Valuation Report for Lending Purposes on terms and conditions to be agreed between the Surveyors and Lender and solely for the use of the Lender and upon which the Lender may rely. The decision as to whether finance will be provided is entirely a matter for the Lender. The Transcript Mortgage Valuation Report will be prepared from information contained in the Report and the generic Mortgage Valuation Report².

1.6 INTELLECTUAL PROPERTY

All intellectual property rights whatsoever (including copyright) in and to the Report, excluding the headings and rubrics, are the exclusive property of the Surveyors and shall remain their exclusive property unless

² Which shall be in accordance with the current RICS Valuation Standards (The Red Book) and RICS Rules of Conduct.

they assign the same to any other party in writing.

1.7 PAYMENT

The Surveyors are entitled to refrain from delivering the Report to anyone until the fee and other charges for it notified to the Seller have been paid. Additional fees will be charged for subsequent inspections and Reports.

1.8 CANCELLATION

The Seller will be entitled to cancel the inspection by notifying the Surveyor's office at any time before the day of the inspection.

The Surveyor will be entitled not to proceed with the inspection (and will so report promptly to the Seller) if after arriving at the property, the Surveyor concludes that it is of a type of construction of which the Surveyor has insufficient specialist knowledge to be able to provide the inspection satisfactorily. The Surveyor will also be entitled not to proceed if after arriving at the property, the surveyor concludes that the property is exempt under Part 3 of The Housing (Scotland) Act 2006 as detailed in the (Prescribed Documents) Regulations 2008. If there is a potential threat to their health or personal safety, the inspection may be postponed or cancelled, at the Surveyor's discretion.

In the case of cancellation or the inspection not proceeding, the Surveyor will refund any fees paid by the Seller for the inspection and Report, except for expenses reasonably incurred and any fee due in light of the final paragraph of this section.

In the case of cancellation by the Seller, for whatever reason, after the inspection has taken place but before a written report is issued, the Surveyor will be entitled to raise an invoice equivalent to 80% of the agreed fee.

1.9 PRECEDENCE

If there is any incompatibility between these Terms and Conditions and the Report, these Terms and Conditions take precedence.

1.10 DEFINITIONS

- the "Lender" is the party who has provided or intends or proposes to provide financial assistance to the Purchaser towards the purchase of the Property and in whose favour a standard security will be granted over the Property;
- the "Transcript Mortgage Valuation Report for Lending Purposes" means a separate report, prepared by the Surveyor, prepared from information in the Report and the generic Mortgage Valuation Report, but in a style and format required by the Lender. The Transcript Mortgage Valuation Report for Lending Purposes will be prepared with the skill and care reasonably to be expected from a surveyor who is a member of the Royal Institution of Chartered Surveyors and who is competent to survey, value and report on the Property;
- the "Generic Mortgage Valuation Report" means a separate report, prepared by the Surveyor from information in the Report but in the Surveyor's own format;
- the "Market Value" is the estimated amount for which a property should exchange on the date of valuation between a willing buyer and a willing seller in an arm's-length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion;
- the "Property" is the property which forms the subject of the Report;
- the "Purchaser" is the person (or persons) who enters into a contract to buy the Property from the Seller;

- a "prospective Purchaser" is anyone considering buying the Property;
- the "Report" is the report, of the kind described in Part 2 of these Terms and Conditions and in the form set out in part 1 of Schedule 1 of the Housing (Scotland) Act 2006 (Prescribed Documents) Regulations 2008;
- the "Seller" is/are the proprietor(s) of the Property;
- the "Surveyor" is the author of the Report on the Property; and
- the "Surveyors" are the firm or company of which the Surveyor is an employee, director, member or partner (unless the Surveyor is not an employee, director, member or partner, when the "Surveyors" means the Surveyor) whose details are set out at the head of the Report.
- the "Energy Report" is the advice given by the accredited Energy Company, based on information collected by the Surveyor during the Inspection, and also includes an Energy Performance Certificate, in a Government approved format.

PART 2 - DESCRIPTION OF THE REPORT

2.1 THE SERVICE

The Single Survey is a Report by an independent Surveyor, prepared in an objective way regarding the condition and value of the Property on the day of the inspection, and who is a member of the Royal Institution of Chartered Surveyors. It includes an Energy Report as required by Statute and this is in the format of the accredited Energy Company. In addition, the Surveyor has agreed to supply a generic Mortgage Valuation Report.

2.2 THE INSPECTION

The Inspection is a general surface examination of those parts of the Property which are accessible: in other words, *visible and readily available for examination from ground and floor levels, without risk of causing damage to the Property or injury to the Surveyor.*

All references to visual inspection refer to an inspection from within the property at floor level and from ground level within the site and adjoining public areas, without the need to move any obstructions. Any references to left or right are taken facing the front of the property.

The Inspection is carried out with the Seller's permission, without causing damage to the building or contents. Furniture, stored items and insulation are not moved.

Unless identified in the report the Surveyor will assume that no harmful or hazardous materials have been used in the construction. The presence or possible consequences of any site contamination will not be researched.

The Surveyor will not carry out an asbestos inspection, and will not be acting as an asbestos inspector in completing a Single Survey of properties that may fall within the Control of Asbestos in the Workplace Regulations. In the case of flats it will be assumed that there is a duty holder, as defined in the Regulations and that a Register of Asbestos and effective Management Plan is in place, which does not require any expenditure, or pose a significant risk to health. No enquiry of the duty holder will be made.

2.3 THE REPORT

The Report will be prepared by the Surveyor who carried out the property inspection and will describe various aspects of the property as defined by the headings of the Single Survey report with the comments

being general and unbiased. The report on the location, style and condition of the property, will be concise and will be restricted to matters that could have a material effect upon value and will omit items that, in the Surveyor's opinion, are not significant. If certain minor matters are mentioned, it should not be interpreted that the property is free of any other minor defects.

Throughout the Report, the following repair categories will be used to give an overall opinion of the state of repair and condition of the property.

- 1 Category 3: Urgent repairs or replacement are needed now. Failure to deal with them may cause problems to other parts of the property or cause a safety hazard. Estimates for repairs or replacement are needed now.
- 2 Category 2: Repairs or replacement requiring future attention, but estimates are still advised.
- 3 Category 1: No immediate action or repair is needed.

WARNING: If left unattended, even for a relatively short period, Category 2 repairs can rapidly develop into more serious Category 3 repairs. The existence of Category 2 or Category 3 repairs may have an adverse effect on marketability, value and the sale price ultimately achieved for the property. This is particularly true during slow market conditions when the effect can be considerable.

Parts of the property, which cannot be seen or accessed, will not be reported upon and this will be stated. If the Surveyor suspects that a defect may exist within an unexposed area and which could have a material effect upon the value, he may recommend further investigation by specialist contractors.

2.4 SERVICES

Surveyors are not equipped or qualified to test the services and therefore no comment can be interpreted as implying that the design, installation and function of the services are in accordance/compliance with regulations, safety and efficiency expectations. However, comment is made where there is cause to suspect significant defects or shortcomings with the installations. No tests are made of any services or appliances.

2.5 ACCESSIBILITY

A section is included to help identify the basic information interested parties need to know to decide whether to view a property.

2.6 ENERGY REPORT

A section is included that makes provision for an Energy Report, relative to the property. The Surveyor will collect physical data from the property and provide such data in a format required by an accredited Energy Company. The Surveyor cannot of course accept liability for any advice given by the Energy Company.

2.7 VALUATION AND CONVEYANCER ISSUES

The last section of the Report contains matters considered relevant to the Conveyancer (Solicitor). It also contains the Surveyor's opinion both of the market value of the property and of the re-instatement cost, as defined below.

"Market Value" *The estimated amount for which a property should exchange on the date of valuation between a willing buyer and a willing seller in an arm's-length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion.* In arriving at the opinion of the Market Value the Surveyor also makes various standard assumptions covering, for example, vacant possession; tenure and other legal considerations; contamination and hazardous materials; the condition of un-inspected parts; the right to use mains services; and the exclusion of curtains, carpets etc. from the valuation. In the case of flats, the following further assumptions are made that:

- There are rights of access and exit over all communal roadways, corridors, stairways etc. and to use

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communal grounds, parking areas, and other facilities;

- There are no particularly troublesome or unusual legal restrictions;
- There is no current dispute between the occupiers of the flats or any outstanding claims or losses; and the costs of repairs to the building are shared among the co-proprietors on an equitable basis.

Any additional assumption, or any found not to apply, is reported.

"Re-instatement cost" is an estimate for insurance purposes of the current cost of rebuilding the Property in its present form unless otherwise stated. This includes the cost of rebuilding the garage and permanent outbuildings, site clearance and professional fees, but excludes VAT (except on the fees).

Sellers or prospective Purchasers may consider it prudent to instruct a reinspection and revaluation after a period of 12 weeks (or sooner if appropriate) to reflect changing circumstances in the market and/or in the physical condition of the Property.

Single Survey

1. Information and scope of inspection

This section tells you about the type, accommodation, neighbourhood, age and construction of the property. It also tells you about the extent of the inspection and highlights anything that the surveyor could not inspect.

All references to visual inspection refer to an inspection from within the property without moving any obstructions and externally from ground level within the site and adjoining public areas. Any references to left or right in a description of the exterior of the property refer to the view of someone standing facing that part of the property from the outside.

The inspection is carried out without causing damage to the building or its contents and without endangering the occupiers or the surveyor. Heavy furniture, stored items and insulation are not moved. Unless identified in the report the surveyor will assume that no harmful or hazardous materials or techniques have been used in the construction. The presence or possible consequences of any site contamination will not be researched.

Services such as TV/cable connection, internet connection, swimming pools and other leisure facilities etc. will not be inspected or reported on.

Description	The subjects comprise an extended two storey end terraced villa. At date of inspection, the property was partly furnished and had floor coverings in place.
Accommodation	GROUND FLOOR: Entrance Hallway, open plan Living Room/Dining Room, WC compartment and Kitchen with Office Area off. FIRST FLOOR: Two Bedrooms and Shower Room with WC.
Gross internal floor area (m²)	The gross internal floor area extends to 100m ² or thereby.
Neighbourhood and location	The subjects are located within the town of Musselburgh where surrounding properties are of mixed design, vintage and character. Adequate local shopping, educational and transport facilities are available. To the rear elevation there are uninterrupted views to the Firth of Forth.
Age	Approximately 1900 with later alterations.
Weather	Dry and dull.

Chimney stacks	<p>Visually inspected with the aid of binoculars where appropriate.</p> <p>The chimney stack is built up in what appears to be brickwork roughcast construction, incorporating a clay pot set into cement haunchings and the stack is cement ragged into the surrounding roofing works. A television aerial was noted to be attached.</p>
Roofing including roof space	<p>Sloping roofs were visually inspected with the aid of binoculars where appropriate.</p> <p>Flat roofs were visually inspected from vantage points within the property and where safe and reasonable to do so from a 3m ladder externally.</p> <p>Roof spaces were visually inspected and were entered where there was safe and reasonable access, normally defined as being from a 3m ladder within the property.</p> <p>If this is not possible, then physical access to the roof space may be taken by other means if the Surveyor deems it safe and reasonable to do so.</p> <p>The roof has a pitched profile overlaid in slater work under a central zinc ridge and there are stone skewes which are cement ragged. There are dormer window projections to both front and rear elevations with a mixture of flat roof covering and pitched, hipped and slated roof covering with slate cheekings.</p> <p>The roof to the rear elevation offshoot is to pitched and slated design under a central flat lead platform. The further roof to the rear elevation covering the office area is to mono-pitched slated design.</p> <p>Access to the main roof void is gained via a hatch formed at the first floor landing ceiling. The roof, where visible to us, is of timber framed design overlaid in sarking board and incorporating a bitumen felt underlay. Part flooring has been laid and there is a PVC cold water storage tank and insulation was noted between the joists.</p> <p>The kitchen ceiling has a secondary loft hatch access which again shows the roof to be of timber framed design overlaid in sarking board and incorporates a waterproof membrane. The space between the joists was also noted to be insulated and this roof void area houses a hot water storage tank.</p> <p>At the stairway half landing there is a storage space built into a roof void area.</p>

Single Survey

Rainwater fittings	Visually inspected with the aid of binoculars where appropriate. Rainwater goods fitted to the main eaves are to cast iron design with cast iron downpipes with valley gutters also noted.
Main walls	Visually inspected with the aid of binoculars where appropriate. Foundations and concealed parts were not exposed or inspected. The main walls are to 700mm solid stonework, part roughcast, part pointed externally with the rear extension appearing to be of cavity brickwork, again roughcast externally. External lighting and external tap were noted.
Windows, external doors and joinery	Internal and external doors were opened and closed where keys were available. Random windows were opened and closed where possible. Doors and windows were not forced open. Windows are to mixed age and style units and are to a mixture of single and double glazed. There is a skylight to the rear elevation. Access to the subject property is via an entrance door of timber panel design incorporating a glazed fanlight. There is a door from the rear living room/dining room of timber panel design incorporating glazed inserts. There is a door from the kitchen leading into an external porch. This was not opened by us during the course of our inspection.
External decorations	Visually inspected. External decorations are to painter work and aluminium powder coating.
Conservatories / porches	Visually inspected. Accessed from the kitchen, but with no access taken by us, there is a porch under a mono-pitched profile sheet clad roofing and timber framed window units.

Single Survey

Communal areas	Not applicable.
Garages and permanent outbuildings	<p>Visually inspected.</p> <p>There is a single car detached garage serving the subject property to the rear elevation.</p> <p>Vehicular access is currently restricted due to the presence of vegetation growth but there is a double timber gate to the rear elevation garden which would allow vehicular access at a later stage.</p> <p>Additional parking is on street, in the vicinity and generally unrestricted. We are unaware of any other permanent outbuildings serving the property.</p>
Outside areas and boundaries	<p>Visually inspected.</p> <p>Garden grounds serve the property to the front and rear elevation with boundaries being to masonry walling, timber gates and metal gates.</p> <p>Gardens are laid to a mixture of lawn, plantings and paving and there are areas of retaining walls.</p>
Ceilings	<p>Visually inspected from floor level.</p> <p>Ceilings would appear to be to a mixture of plasterboard and lath and plaster with varying ceiling heights and partial coombing noted.</p>
Internal walls	<p>Visually inspected from floor level.</p> <p>Using a moisture meter, walls were randomly tested for dampness where considered appropriate.</p> <p>Internal faces of external walls and internal separating walls would appear to be to a mixture of plaster on the hard, probably brick, and plasterboard lining.</p> <p>There is an archway feature at ground floor and there are wall vents.</p>

Single Survey

Floors including sub floors	<p>Surfaces of exposed floors were visually inspected. No carpets or floor coverings were lifted.</p> <p>Flooring is to a mixture of solid screed and suspended timber overlaid in boarding. Our ability to accurately assess the condition of flooring was significantly restricted, due to the presence of fitted floor coverings and furniture in situ and our report should be read in this con-text.</p>
Internal joinery and kitchen fittings	<p>Built-in cupboards were looked into but no stored items were moved.</p> <p>Kitchen units were visually inspected excluding appliances.</p> <p>Skirtings and architraves are to painted timber.</p> <p>Internal doors are to timber panel design with some incorporating glazed inserts and there is a sliding door to the kitchen.</p> <p>The stairs serving as access from the ground floor to the first floor are to timber frame return design incorporating a timber handrail and metal balustrade.</p> <p>Kitchen units incorporate a stainless steel sink unit and wall and base fittings and the kitchen is plumbed for a washing machine and dish washer.</p>
Chimney breasts and fireplaces	<p>Visually inspected.</p> <p>No testing of the flues or fittings was carried out.</p> <p>There is a decorative fireplace surround to the living room/dining room with a gas fire vented to its original flue. Any other original fireplaces which would have served the subject property would appear to have been removed.</p>
Internal decorations	<p>Visually inspected.</p> <p>Internal decoration is to cornicing, painter work, tile work and paper work.</p>
Cellars	<p>Not applicable.</p>

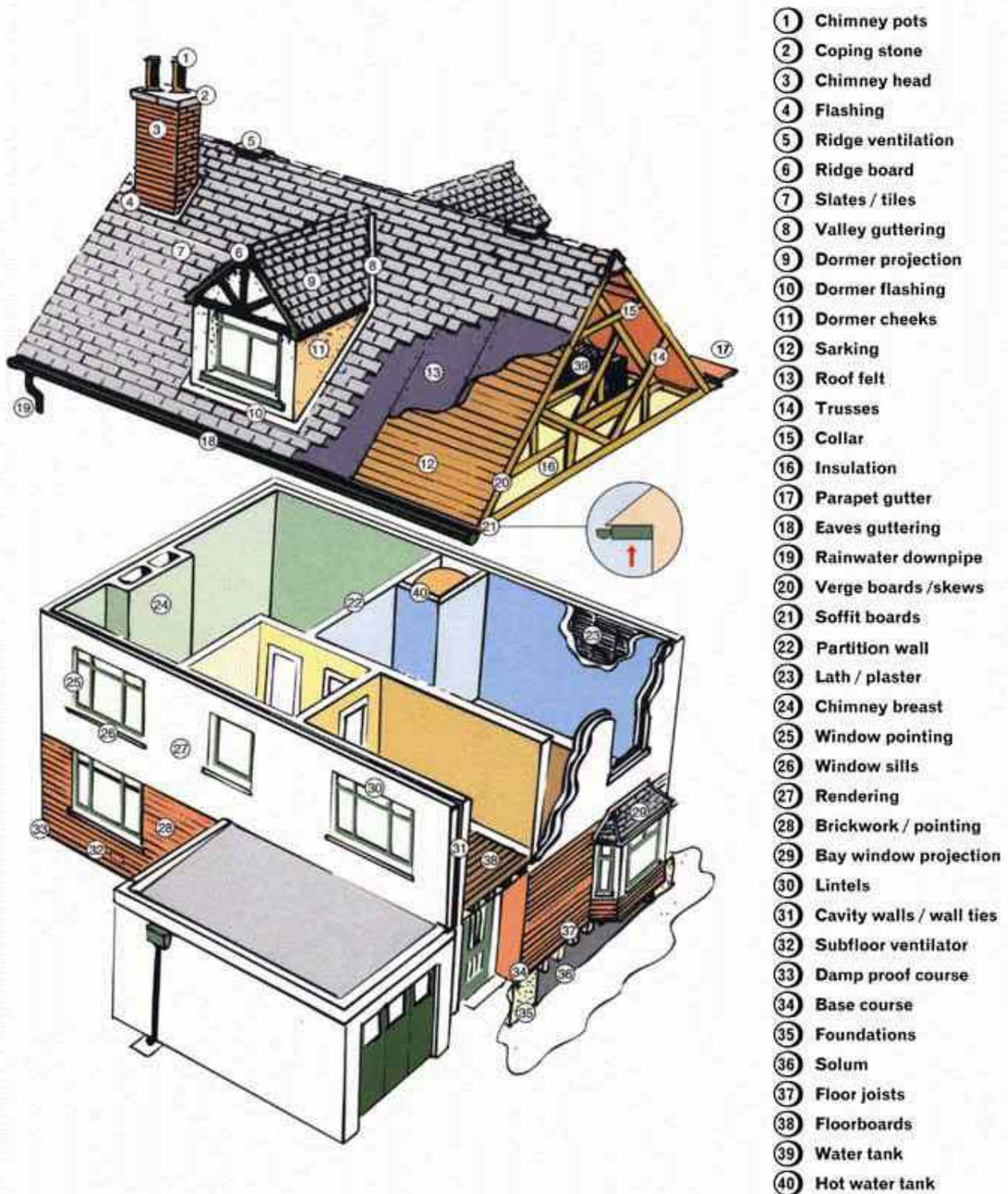
Single Survey

Electricity	<p>Accessible parts of the wiring were visually inspected without removing fittings. No tests whatsoever were carried out to the system or appliances. Visual inspection does not assess any services to make sure they work properly and efficiently and meet modern standards. If any services are turned off, the surveyor will state that in the report and will not turn them on.</p> <p>The meter and fuse board are wall mounted to a built in cupboard at the ground floor entrance vestibule. Where visible, the system serves square pin socket outlets with PVC sheath cabling.</p>
Gas	<p>Accessible parts of the system were visually inspected without removing fittings. No tests whatsoever were carried out to the system or appliances. Visual inspection does not assess any services to make sure they work properly and efficiently and meet modern standards. If any services are turned off, the surveyor will state that in the report and will not turn them on.</p> <p>There is a mains gas supply serving the subject property with the meter wall mounted within a built in cupboard to the entrance vestibule.</p>
Water, plumbing, bathroom fittings	<p>Visual inspection of the accessible pipework, water tanks, cylinders and fittings without removing any insulation.</p> <p>No tests whatsoever were carried out to the system or appliances.</p> <p>Water is direct from the mains. The plumbing work, where visible, is to copper supply pipes and PVC waste pipes.</p> <p>Sanitary fittings comprise a two piece white suite at ground floor WC compartment, at first floor shower room there is a two piece white suite with shower tray and mixer shower.</p>

Heating and hot water	<p>Visual inspection of the accessible pipework, water tanks, cylinders and fittings without removing any insulation.</p> <p>No tests whatsoever were carried out to the system or appliances.</p> <p>The property has a gas fired central heating system with radiators noted to all rooms except the ground floor WC compartment.</p> <p>The boiler is wall mounted to a built in cupboard to the office area and is ventilated externally.</p> <p>Hot water is supplied from the hot water storage tank which is situated within the kitchen loft void area and was noted to be insulated. There is also a wall mounted Dimplex electric heater to the shower room.</p>
Drainage	<p>Drainage covers etc. were not lifted.</p> <p>Neither drains nor drainage systems were tested.</p> <p>Drainage is believed to be connected to the main public sewer which is adopted by the Local Authority. Surface water is to runaway.</p>
Fire, smoke and burglar alarms	<p>Visually inspected.</p> <p>No tests whatsoever were carried out to the system or appliances.</p> <p>All Scottish homes require a smoke alarm to be installed in the room most frequently used for living purposes and in every circulation space on each floor. A heat alarm also needs to be installed in each kitchen. The alarms need to be ceiling mounted and interlinked. Where there is a carbon-fuelled appliance such as a boiler, open fire or wood burner, a carbon monoxide detector is also required. We have not assessed or tested any existing equipment and it is the purchasers responsibility to confirm that the property will comply with these standards following a change of ownership.</p>

Any additional limits to inspection	<p>An inspection for Japanese Knotweed was not carried out. This is a plant which is subject to control regulation, is considered to be invasive and one which can render a property unsuitable for some mortgage lenders. It is therefore assumed that there is no Japanese Knotweed within the boundaries of the property or its neighbouring property. Identification of Japanese Knotweed is best undertaken by a specialist contractor.</p> <p>The property was part furnished and had fitted floor coverings, therefore no detailed inspection was possible of the floors and accordingly, no comment can be made on their condition. No access was available beneath sanitary or kitchen fittings.</p> <p>Windows and external doors were not all fully opened or tested.</p> <p>No access was available to any sub-floor areas.</p> <p>Full and safe access was not available to the roof void area due to the presence of a layer of insulation.</p>
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Sectional Diagram showing elements of a typical house



Reference may be made in this report to some or all of the above component parts of the property. This diagram may assist you in locating and understanding these items.

Single Survey

2. Condition

This section identifies problems and tells you about the urgency of any repairs by using one of the following three categories:

Category 3	Category 2	Category 1
Urgent repairs or replacement are needed now. Failure to deal with them may cause problems to other parts of the property or cause a safety hazard. Estimates for repairs or replacement are needed now.	Repairs or replacement requiring future attention, but estimates are still advised.	No immediate action or repair is needed.

 Structural movement	
Repair category	1
Notes	Evidence of settlement/movement has affected the building reflected by lintels being off true and slopes to the floors. On the basis of a single inspection this appears longstanding with no evidence of recent movement apparent.

 Dampness, rot and infestation	
Repair category	3
Notes	<p>Above average damp readings were obtained to localised sections of wall linings . A precautionary check of the entire property should be carried out by a reputable timber and damp specialist prior to purchase.</p> <p>Traces of wood bore infestation were noted to timbers within the property. In the absence of valid guarantees for previous timber specialist treatment works, a reputable timber specialist should carry out a full and thorough inspection of all timbers within the property and provide estimates for any recommended remedial works.</p>

 Chimney stacks	
Repair category	1
Notes	Chimney stacks appear to be in a fair state of repair within the limitations of our inspection but can be vulnerable to defect and should be regularly maintained.



Roofing including roof space

Repair category	2
Notes	<p>A number of chipped, slipped and broken roof slates and components were visible. Roof coverings are of an age and style where a degree of regular ongoing maintenance should be anticipated. More extensive overhaul work may be required in future. We understand some recent works of repair have been carried out.</p> <p>Staining was noted to the under side of the sarking board within the roof void area.</p> <p>There are a flat roof sections. It should be appreciated that this type of covering can have a limited life span and will require a higher than normal degree of ongoing maintenance and eventual replacement. It may be prudent to confirm the service history of the roof covering.</p> <p>Some rusted ridge clips noted to the dormer window projections.</p> <p>We always recommend a precautionary check of the roof and pertinent is undertaken prior to purchase especially after adverse weather conditions.</p>



Rainwater fittings

Repair category	1
Notes	<p>Within the limitations of our inspection rainwater goods were seen to be free from significant defect.</p> <p>We would highlight that it was not raining at the time of our inspection and we would recommend that all rainwater fittings be inspected during heavy rainfall in order to ensure they are free from defect.</p>



Main walls

Repair category	2
Notes	<p>A missing section of roughcast noted to the right hand gable elevation wall. Some spalling and general weathering noted.</p> <p>Sections of the roughcast to the property are bossed. Repairs are required.</p> <p>Normal levels of maintenance are recommended.</p>



Windows, external doors and joinery

Repair category	2
Notes	<p>Some areas of rotten sill pieces noted.</p> <p>Some double glazed units are defective having failed and allowed condensation to form between the panes. Repairs, including the replacement of defective units, will be required.</p> <p>It is assumed that replacement windows and doors comply with relevant building and fire regulations.</p> <p>Windows were not all fully opened or tested, and it should be appreciated that some defects are only evident during certain weather conditions. Within the limitations of our inspection, no significant defects were noted.</p> <p>No privacy glass/opaque glazing was noted to the shower room window.</p> <p>A precautionary check of all windows and doors is always recommended prior to purchase.</p>



External decorations

Repair category	1
Notes	<p>Paint finished and decorated external surfaces will require redecoration on a regular basis.</p> <p>Areas of blistered paintwork noted.</p>



Conservatories/porches

Repair category	2
Notes	<p>Areas of rotten timbers noted to the porch.</p> <p>The porch is of a lightweight/insubstantial construction type. Accordingly, insulation qualities may be limited and the structure will require a degree of regular ongoing maintenance.</p>



Communal areas

Repair category	N/A
Notes	Not applicable.



Garages and permanent outbuildings

Repair category	2
Notes	<p>There is a flat roof over the garage. It should be appreciated that this type of covering can have a limited life span and will require a higher than normal degree of ongoing maintenance and eventual replacement. It may be prudent to confirm the service history of the roof covering.</p> <p>At date of inspection water was noted to be lying within the gutters.</p> <p>Our view of the garage was significantly restricted due to the presence of growing vegetation.</p>



Outside areas and boundaries

Repair category	2
Notes	<p>Boundary walls and fences should be regularly checked and maintained as necessary.</p> <p>There are some retaining walls. These appear to be in sound condition at present but should be regularly checked and maintained in good condition to prevent landslip.</p> <p>Vegetation growth noted to sections of wall areas with crazing and cracking noted to sections of boundary walls.</p> <p>Rotten timber gate pieces noted to the gable elevation gate.</p> <p>There is a tree within influencing distance of the subject property but located within a neighbouring property boundary. Regular pruning and maintenance obligation should be undertaken and the neighbour reminded of this obligation.</p>



Ceilings

Repair category	2
Notes	<p>Lath and plaster ceilings may lose their bond without notice. Exposed lath noted to rear elevation office area. Some distortion noted to first floor front elevation bedroom ceiling, but this was noted to be dry when tested by us.</p> <p>Areas of hairline and shrinkage cracking noted generally.</p>

Single Survey



Internal walls

Repair category	1
Notes	Within the limitations of our inspection no significant defects were noted.



Floors including sub-floors

Repair category	1
Notes	<p>Due to fitted carpets and floor coverings no detailed inspection of floors was possible and accordingly no comment can be made on their condition.</p> <p>Areas of squeaky and deflected flooring noted.</p>



Internal joinery and kitchen fittings

Repair category	2
Notes	<p>Low level internal glazing should be checked for safety glass.</p> <p>There is some degree of "give" to stair case balustrade. Some missing cupboard pieces noted to kitchen built in units and at date of inspection a dripping kitchen sink tap noted.</p>



Chimney breasts and fireplaces

Repair category	2
Notes	<p>All flue linings should be checked, repaired if necessary and swept prior to fires/appliances being reused.</p> <p>A number of original fire places have been removed. It is assumed that the chimneys are adequately vented with the chimneys capped. Ventilators should be fitted to prevent the build-up of dampness within the chimney flue.</p> <p>At date of inspection a "Do Not Use" sticker was noted to be attached to the ground floor living room gas fire.</p>

Single Survey



Internal decorations

Repair category	1
Notes	<p>The property is in reasonable decorative order.</p> <p>Some areas of blistered and bubbled painter work and paper work noted. There is a section of missing cornice to the living room as a result of previous water ingress from above. We understand this is currently in the drying out process.</p>



Cellars

Repair category	N/A
Notes	Not applicable.



Electricity

Repair category	2
Notes	<p>There is a skirting mounted socket to the ground floor hallway. This would now be constituted as a fire risk.</p> <p>The Institution of Engineering Technology recommends that inspections and testings are undertaken at least every five years and on a change of occupancy. It should be appreciated that only the most recently constructed or re-wired properties will have installations which fully comply with IET regulations.</p> <p>A precautionary check of the electrical system is always recommended prior to purchase. No tests were carried out by this firm.</p>



Gas

Repair category	1
Notes	In the interests of safety and in light of recent regulations it would be prudent to have all gas appliances checked by a Gas Safe registered contractor.



Water, plumbing and bathroom fittings

Repair category	1
Notes	<p>No tests have been undertaken of the system, however within the limitations of our inspection, no significant defects were noted. No inspection has been possible to enclosed timbers beneath wet appliances and no comment has been made on the condition of unseen areas. Watertight seals will require to be regularly checked and replaced, to prevent water damage to adjoining areas.</p> <p>The cold water rising main was not fully inspectable.</p> <p>Sanitary fittings appear serviceable however surround seals, tiling and finishes should be checked and maintained watertight. We were unable to view concealed areas below sanitary fittings and cannot confirm they are free from damp or other defects.</p> <p>There is a temporarily removed mechanical ventilation unit from the ground floor internal WC.</p> <p>We presume the sealants around the sanitary fittings are functional and no defects are present to the adjacent areas. A precautionary check of the areas below and adjacent to the sanitary fittings is always recommended prior to purchase as these areas are prone to leakage.</p>



Heating and hot water

Repair category	1
Notes	<p>It is assumed that the central heating system has been properly installed, updated and maintained to meet with all current regulations and standards with particular regard to fluing and ventilation requirements. Service records should be obtained and checked. In the absence of service documentation further advice should be obtained from a qualified heating engineer to ascertain the condition, efficiency, and life expectancy of the system.</p> <p>A precautionary check is always recommended prior to purchase. No tests were carried out by this firm.</p>

Single Survey



Drainage

Repair category	1
Notes	<p>At date of inspection, there were no obvious signs of surface water, chokeage or blockage.</p> <p>A precautionary check of the drainage system is always recommended prior to purchase. No tests were carried out by this firm.</p>

Single Survey

Set out below is a summary of the condition of the property which is provided for reference only. You should refer to the previous comments for detailed information.

Structural movement	1
Dampness, rot and infestation	3
Chimney stacks	1
Roofing including roof space	2
Rainwater fittings	1
Main walls	2
Windows, external doors and joinery	2
External decorations	1
Conservatories/porches	2
Communal areas	N/A
Garages and permanent outbuildings	2
Outside areas and boundaries	2
Ceilings	2
Internal walls	1
Floors including sub-floors	1
Internal joinery and kitchen fittings	2
Chimney breasts and fireplaces	2
Internal decorations	1
Cellars	N/A
Electricity	2
Gas	1
Water, plumbing and bathroom fittings	1
Heating and hot water	1
Drainage	1

Category 3

Urgent repairs or replacement are needed now. Failure to deal with them may cause problems to other parts of the property or cause a safety hazard. Estimates for repairs or replacement are needed now.

Category 2

Repairs or replacement requiring future attention, but estimates are still advised.

Category 1

No immediate action or repair is needed.

Remember

The cost of repairs may influence the amount someone is prepared to pay for the property. We recommend that relevant estimates and reports are obtained in your own name.

Warning

If left unattended, even for a relatively short period, Category 2 repairs can rapidly develop into more serious Category 3 repairs. The existence of Category 2 or Category 3 repairs may have an adverse effect on marketability, value and the sale price ultimately achieved for the property. This is particularly true during slow market conditions where the effect can be considerable.

3. Accessibility information

Guidance notes on accessibility information

Three steps or fewer to a main entrance door of the property:

In flatted developments the 'main entrance' would be the flat's own entrance door, not the external door to the communal stair. The 'three steps or fewer' are counted from external ground level to the flat's entrance door. Where a lift is present, the count is based on the number of steps climbed when using the lift.

Unrestricted parking within 25 metres:

For this purpose, 'Unrestricted parking' includes parking available by means of a parking permit. Restricted parking includes parking that is subject to parking restrictions, as indicated by the presence of solid yellow, red or white lines at the edge of the road or by a parking control sign, parking meters or other coin-operated machines.

1. Which floor(s) is the living accommodation on?	Ground and First			
2. Are there three steps or fewer to a main entrance door of the property?	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
3. Is there a lift to the main entrance door of the property?	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
4. Are all door openings greater than 750mm?	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
5. Is there a toilet on the same level as the living room and kitchen?	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
6. Is there a toilet on the same level as a bedroom?	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
7. Are all rooms on the same level with no internal steps or stairs?	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
8. Is there unrestricted parking within 25 metres of an entrance door to the building?	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

4. Valuation and conveyancer issues

This section highlights information that should be checked with a solicitor or licensed conveyancer. It also gives an opinion of market value and an estimated reinstatement cost for insurance purposes.

Matters for a solicitor or licensed conveyancer

It is assumed that all alterations, additions and/or extensions to the property have received all necessary Town Planning (Planning Permission) and Building Authority (Building Warrants and Completion Certificate) approvals and that documentation for such is available.

It is assumed that replacement windows and doors comply with relevant building and fire regulations.

The property is situated in an area of past mining activity. A mining report should be obtained from the Coal Authority to provide information as to historic and future mining activity and whether the property has been the subject of any compensation claims and to confirm that the property is not adversely affected.

Confirmation should be sought as to any maintenance liability in respect of possible shared access to the rear elevation driveway which gives access to the garage area.

Estimated reinstatement cost for insurance purposes

For Reinstatement Cost Assessment purposes, it is recommended that the subjects be insured for a sum of not less than £400,000 (FOUR HUNDRED THOUSAND POUNDS STERLING).

This figure is the estimate of the cost of rebuilding the premises and bears no direct relationship to current market value.

Valuation and market comments

Having considered matters, taking account of our general observations on site, we are of the opinion that the Market Value of the subjects in their present condition and with the benefit of vacant possession may be fairly stated in the sum of £300,000 (THREE HUNDRED THOUSAND POUNDS STERLING).

Signed	<i>Adrian Stott</i> Electronically signed :- 06/11/2025 12:01
Report author	Adrian Stott
Company name	J & E Shepherd Chartered Surveyors

Single Survey

Address	187 North Street Musselburgh EH21 6AN
Date of report	05/11/2025

Mortgage Valuation Report



Property Address

Address 105 New Street, Musselburgh, EH21 6DG
Seller's Name Executry of late Elizabeth McLaren
Date of Inspection 05/11/2025

Property Details

Property Type House Bungalow Purpose built maisonette Converted maisonette
 Purpose built flat Converted flat Tenement flat Flat over non-residential use
 Other (specify in General Remarks)

Property Style Detached Semi detached Mid terrace End terrace
 Back to back High rise block Low rise block Other (specify in General Remarks)

Does the surveyor believe that the property was built for the public sector, e. g. local authority, military, police? Yes No

Flats/Maisonettes only Floor(s) on which located No. of floors in block Lift provided? Yes No
No. of units in block

Approximate Year of Construction

Tenure

Absolute Ownership Other

Accommodation

Number of Rooms Living room(s) Bedroom(s) Kitchen(s)
 Bathroom(s) WC(s) Other (Specify in General remarks)

Gross Floor Area (excluding garages and outbuildings) m² (Internal) m² (External)

Residential Element (greater than 40%) Yes No

Garage / Parking / Outbuildings

Single garage Double garage Parking space No garage / garage space / parking space

Available on site? Yes No

Permanent outbuildings:

None noted. Garage not currently accessible due to vegetation.

Mortgage Valuation Report

Construction

Walls Brick Stone Concrete Timber frame Other (specify in General Remarks)
Roof Tile Slate Asphalt Felt Other (specify in General Remarks)

Special Risks

Has the property suffered structural movement? Yes No

If Yes, is this recent or progressive? Yes No

Is there evidence, history, or reason to anticipate subsidence, heave, landslip or flood in the immediate vicinity? Yes No

If Yes to any of the above, provide details in General Remarks.

Service Connections

Based on visual inspection only. If any services appear to be non-mains, please comment on the type and location of the supply in General Remarks

Drainage Mains Private None Water Mains Private None
Electricity Mains Private None Gas Mains Private None
Central Heating Yes Partial None

Brief description of Central Heating and any non mains services:

Gas fired via boiler to radiators.

Site

Apparent legal issues to be verified by the conveyancer. Please provide a brief description in General Remarks.

Rights of way Shared drives / access Garage or other amenities on separate site Shared service connections
 Ill-defined boundaries Agricultural land included with property Other (specify in General Remarks)

Location

Residential suburb Residential within town / city Mixed residential / commercial Shared service connections
 Commuter village Remote village Isolated rural property Other (specify in General Remarks)

Planning Issues

Has the property been extended / converted / altered? Yes No

If Yes provide details in General Remarks.

Roads

Made up road Unmade road Partly completed new road Pedestrian access only Adopted Unadopted

Mortgage Valuation Report

General Remarks

At date of inspection the property was found to be in a condition generally consistent with age, type and location, but would now benefit from a degree of modernising and upgrading works.

It is assumed that all alterations, additions and/or extensions to the property have received all necessary Town Planning (Planning Permission) and Building Authority (Building Warrants and Completion Certificate) approvals and that documentation for such is available.

It is assumed that replacement windows and doors comply with relevant building and fire regulations.

The property is situated in an area of past mining activity. A mining report should be obtained from the Coal Authority to provide information as to historic and future mining activity and whether the property has been the subject of any compensation claims and to confirm that the property is not adversely affected.

Confirmation should be sought as to any maintenance liability in respect of possible shared access to the rear elevation driveway which gives access to the garage area.

Essential Repairs

As per dampness comments

Estimated cost of essential repairs

Retention recommended? Yes No

Retention amount

Comment on Mortgageability

The property is acceptable to most mortgage lenders however you should confirm with your proposed mortgage lender that this property meets their lending requirements. It should be noted that not all lenders have similar lending policies.

Valuation

Market value in present condition £

Market value on completion of essential repairs £

Insurance reinstatement value £

(to include the cost of total rebuilding, site clearance, professional fees, ancillary charges plus VAT)

Is a reinspection necessary? Yes No

Mortgage Valuation Report

Declaration

Signed	<i>Adrian Stott</i> Electronically signed :- 06/11/2025 12:01
Surveyor's name	Adrian Stott
Professional qualifications	Dip Surv, BA (Hons), FRICS
Company name	J & E Shepherd Chartered Surveyors
Address	187 North Street, Musselburgh, EH21 6AN
Telephone	0131 653 3456
Email Address	musselburgh@shepherd.co.uk
Date of Inspection	05/11/2025



**Energy
Performance
Certificate**



Energy Performance Certificate (EPC)

Scotland

Dwellings

105 NEW STREET, FISHERROW, MUSSELBURGH, EH21 6DG

Dwelling type: End-terrace house
Date of assessment: 05 November 2025
Date of certificate: 06 November 2025
Total floor area: 120 m²
Primary Energy Indicator: 252 kWh/m²/year

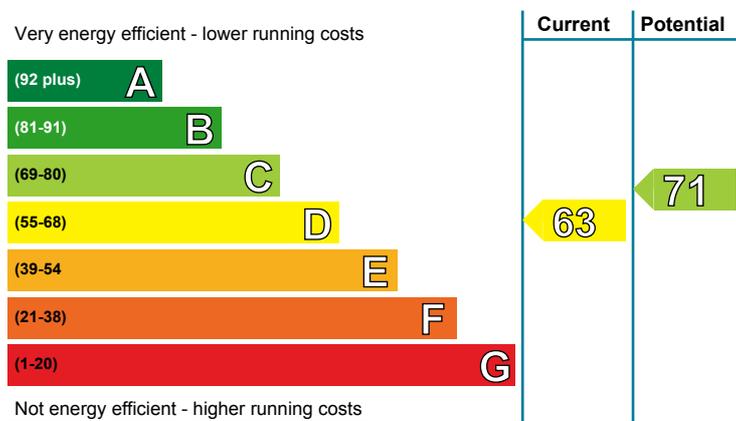
Reference number: 9180-2495-6090-2905-8781
Type of assessment: RdSAP, existing dwelling
Approved Organisation: Elmhurst
Main heating and fuel: Boiler and radiators, mains gas

You can use this document to:

- Compare current ratings of properties to see which are more energy efficient and environmentally friendly
- Find out how to save energy and money and also reduce CO₂ emissions by improving your home

Estimated energy costs for your home for 3 years*	£5,883	See your recommendations report for more information
Over 3 years you could save*	£756	

* based upon the cost of energy for heating, hot water, lighting and ventilation, calculated using standard assumptions

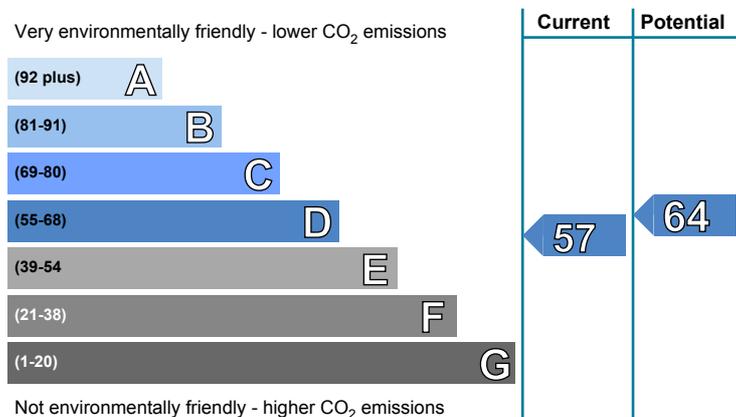


Energy Efficiency Rating

This graph shows the current efficiency of your home, taking into account both energy efficiency and fuel costs. The higher this rating, the lower your fuel bills are likely to be.

Your current rating is **band D (63)**. The average rating for EPCs in Scotland is **band D (61)**.

The potential rating shows the effect of undertaking all of the improvement measures listed within your recommendations report.



Environmental Impact (CO₂) Rating

This graph shows the effect of your home on the environment in terms of carbon dioxide (CO₂) emissions. The higher the rating, the less impact it has on the environment.

Your current rating is **band D (57)**

The potential rating shows the effect of undertaking all of the improvement measures listed within your recommendations report.

Top actions you can take to save money and make your home more efficient

Recommended measures	Indicative cost	Typical savings over 3 years
1 Internal wall insulation	£7,500 - £11,000	£465.00
2 Floor insulation (suspended floor)	£5,000 - £10,000	£291.00
3 Solar photovoltaic (PV) panels	£8,000 - £10,000	£687.00

A full list of recommended improvement measures for your home, together with more information on potential cost and savings and advice to help you carry out improvements can be found in your recommendations report.

To find out more about the recommended measures and other actions you could take today to stop wasting energy and money, visit greenerscotland.org or contact Home Energy Scotland on 0808 808 2282.

THIS PAGE IS THE ENERGY PERFORMANCE CERTIFICATE WHICH MUST BE AFFIXED TO THE DWELLING AND NOT BE REMOVED UNLESS IT IS REPLACED WITH AN UPDATED CERTIFICATE

Summary of the energy performance related features of this home

This table sets out the results of the survey which lists the current energy-related features of this home. Each element is assessed by the national calculation methodology; 1 star = very poor (least efficient), 2 stars = poor, 3 stars = average, 4 stars = good and 5 stars = very good (most efficient). The assessment does not take into consideration the condition of an element and how well it is working. 'Assumed' means that the insulation could not be inspected and an assumption has been made in the methodology, based on age and type of construction.

Element	Description	Energy Efficiency	Environmental
Walls	Sandstone, as built, no insulation (assumed)	★★☆☆☆	★★☆☆☆
	Cavity wall, as built, no insulation (assumed)	★★☆☆☆	★★☆☆☆
Roof	Pitched, 175 mm loft insulation	★★★★☆	★★★★☆
	Pitched, 225 mm loft insulation	★★★★☆	★★★★☆
	Roof room(s), no insulation (assumed)	★☆☆☆☆	★☆☆☆☆
Floor	Suspended, no insulation (assumed)	—	—
	Solid, no insulation (assumed)	—	—
Windows	Mostly double glazing	★☆☆☆☆	★☆☆☆☆
Main heating	Boiler and radiators, mains gas	★★★★☆	★★★★☆
Main heating controls	Programmer, room thermostat and TRVs	★★★★☆	★★★★☆
Secondary heating	None	—	—
Hot water	From main system	★★★★☆	★★★★☆
Lighting	Below average lighting efficiency	★★★★☆	★★★★☆

The energy efficiency rating of your home

Your Energy Efficiency Rating is calculated using the standard UK methodology, RdSAP. This calculates energy used for heating, hot water, lighting and ventilation and then applies fuel costs to that energy use to give an overall rating for your home. The rating is given on a scale of 1 to 100. Other than the cost of fuel for electrical appliances and for cooking, a building with a rating of 100 would cost almost nothing to run.

As we all use our homes in different ways, the energy rating is calculated using standard occupancy assumptions which may be different from the way you use it. The rating also uses national weather information to allow comparison between buildings in different parts of Scotland. However, to make information more relevant to your home, local weather data is used to calculate your energy use, CO₂ emissions, running costs and the savings possible from making improvements.

The impact of your home on the environment

One of the biggest contributors to global warming is carbon dioxide. The energy we use for heating, lighting and power in our homes produces over a quarter of the UK's carbon dioxide emissions. Different fuels produce different amounts of carbon dioxide for every kilowatt hour (kWh) of energy used. The Environmental Impact Rating of your home is calculated by applying these 'carbon factors' for the fuels you use to your overall energy use.

The calculated emissions for your home are 46 kg CO₂/m²/yr.

The average Scottish household produces about 6 tonnes of carbon dioxide every year. Based on this assessment, heating and lighting this home currently produces approximately 5.6 tonnes of carbon dioxide every year. Adopting recommendations in this report can reduce emissions and protect the environment. If you were to install all of these recommendations this could reduce emissions by 1.0 tonnes per year. You could reduce emissions even more by switching to renewable energy sources.

Estimated energy costs for this home

	Current energy costs	Potential energy costs	Potential future savings
Heating	£4,878 over 3 years	£4,122 over 3 years	
Hot water	£702 over 3 years	£702 over 3 years	
Lighting	£303 over 3 years	£303 over 3 years	
Totals	£5,883	£5,127	

These figures show how much the average household would spend in this property for heating, lighting and hot water. This excludes energy use for running appliances such as TVs, computers and cookers, and the benefits of any electricity generated by this home (for example, from photovoltaic panels). The potential savings in energy costs show the effect of undertaking all of the recommended measures listed below.

Recommendations for improvement

The measures below will improve the energy and environmental performance of this dwelling. The performance ratings after improvements listed below are cumulative; that is, they assume the improvements have been installed in the order that they appear in the table. Further information about the recommended measures and other simple actions to take today to save money is available from the Home Energy Scotland hotline which can be contacted on 0808 808 2282. Before carrying out work, make sure that the appropriate permissions are obtained, where necessary. This may include permission from a landlord (if you are a tenant) or the need to get a Building Warrant for certain types of work.

Recommended measures	Indicative cost	Typical saving per year	Rating after improvement	
			Energy	Environment
1 Internal wall insulation	£7,500 - £11,000	£155		
2 Floor insulation (suspended floor)	£5,000 - £10,000	£97		
3 Solar photovoltaic panels, 2.5 kWp	£8,000 - £10,000	£229		

Choosing the right improvement package

For free and impartial advice on choosing suitable measures for your property, contact the Home Energy Scotland hotline on 0808 808 2282 or go to www.greenerscotland.org.



About the recommended measures to improve your home's performance rating

This section offers additional information and advice on the recommended improvement measures for your home

1 Internal wall insulation

Internal wall insulation involves adding a layer of insulation to the inside surface of the external walls, which reduces heat loss and lowers fuel bills. As it is more expensive than cavity wall insulation it is only recommended for walls without a cavity, or where for technical reasons a cavity cannot be filled. Internal insulation, known as dry-lining, is where a layer of insulation is fixed to the inside surface of external walls; this type of insulation is best applied when rooms require redecorating. Further information can be obtained from the National Insulation Association (www.nationalinsulationassociation.org.uk).

2 Floor insulation (suspended floor)

Insulation of a floor will significantly reduce heat loss; this will improve levels of comfort, reduce energy use and lower fuel bills. Suspended floors can often be insulated from below but must have adequate ventilation to prevent dampness; seek advice about this if unsure. Further information about floor insulation is available from many sources including www.energysavingtrust.org.uk/scotland/Insulation/Floor-insulation. Building regulations generally apply to this work so it is best to check with your local authority building standards department.

3 Solar photovoltaic (PV) panels

A solar PV system is one which converts light directly into electricity via panels placed on the roof with no waste and no emissions. This electricity is used throughout the home in the same way as the electricity purchased from an energy supplier. Planning permission might be required, building regulations generally apply to this work and a building warrant may be required, so it is best to check with your local authority. The assessment does not include the effect of any Feed-in Tariff which could appreciably increase the savings that are shown on this EPC for solar photovoltaic panels, provided that both the product and the installer are certified by the Microgeneration Certification Scheme (or equivalent). Details of local MCS installers are available at www.microgenerationcertification.org.

Low and zero carbon energy sources

Low and zero carbon (LZC) energy sources are sources of energy that release either very little or no carbon dioxide into the atmosphere when they are used. Installing these sources may help reduce energy bills as well as cutting carbon.

LZC energy sources present: There are none provided for this home

Your home's heat demand

In this section, you can see how much energy you might need to heat your home and provide hot water. These are estimates showing how an average household uses energy. These estimates may not reflect your actual energy use, which could be higher or lower. You might spend more money on heating and hot water if your house is less energy efficient. The table below shows the potential benefit of having your loft and walls insulated. Visit <https://energysavingtrust.org.uk/energy-at-home> for more information.

Heat demand	Existing dwelling	Impact of loft insulation	Impact of cavity wall insulation	Impact of solid wall insulation
Space heating (kWh per year)	18,937.11	N/A	N/A	N/A
Water heating (kWh per year)	2,856.86			

Addendum

This dwelling has stone walls and so requires further investigation to establish whether these walls are of cavity construction and to determine which type of wall insulation is best suited.

About this document

This Recommendations Report and the accompanying Energy Performance Certificate are valid for a maximum of ten years. These documents cease to be valid where superseded by a more recent assessment of the same building carried out by a member of an Approved Organisation.

The Energy Performance Certificate and this Recommendations Report for this building were produced following an energy assessment undertaken by an assessor accredited by Elmhurst (www.elmhurstenergy.co.uk), an Approved Organisation Appointed by Scottish Ministers. The certificate has been produced under the Energy Performance of Buildings (Scotland) Regulations 2008 from data lodged to the Scottish EPC register. You can verify the validity of this document by visiting www.scottishepcregister.org.uk and entering the report reference number (RRN) printed at the top of this page.

Assessor's name:	Mr. Adrian Stott
Assessor membership number:	EES/015796
Company name/trading name:	J & E Shepherd
Address:	13 Albert Square Dundee DD1 1XA
Phone number:	01382 200454
Email address:	dundee@shepherd.co.uk
Related party disclosure:	No related party

If you have any concerns regarding the content of this report or the service provided by your assessor you should in the first instance raise these matters with your assessor and with the Approved Organisation to which they belong. All Approved Organisations are required to publish their complaints and disciplinary procedures and details can be found online at the web address given above.

Use of this energy performance information

Once lodged by your EPC assessor, this Energy Performance Certificate and Recommendations Report are available to view online at www.scottishepcregister.org.uk, with the facility to search for any single record by entering the property address. This gives everyone access to any current, valid EPC except where a property has a Green Deal Plan, in which case the report reference number (RRN) must first be provided. The energy performance data in these documents, together with other building information gathered during the assessment is held on the Scottish EPC Register and is available to authorised recipients, including organisations delivering energy efficiency and carbon reduction initiatives on behalf of the Scottish and UK governments. A range of data from all assessments undertaken in Scotland is also published periodically by the Scottish Government. Further information on these matters and on Energy Performance Certificates in general, can be found at www.gov.scot/epc.

Advice and support to improve this property

There is support available, which could help you carry out some of the improvements recommended for this property on page 3 and stop wasting energy and money. For more information, visit [greener-scotland.org](https://www.greener-scotland.org) or contact Home Energy Scotland on 0808 808 2282.

Home Energy Scotland's independent and expert advisors can offer free and impartial advice on all aspects of energy efficiency, renewable energy and more.

HOMEENERGYSCOTLAND.ORG
0808 808 2282
FUNDED BY THE SCOTTISH GOVERNMENT





Property Questionnaire



property questionnaire

Property address	105 New Street Musselburgh EH21 6DG
Seller(s)	Executry of late Elizabeth McLaren
Completion date of property questionnaire	29/10/2025

property questionnaire

Note for sellers

- Please complete this form carefully. It is important that your answers are correct.
- The information in your answers will help ensure that the sale of your house goes smoothly. Please answer each question with as much detailed information as you can.
- If anything changes after you fill in this questionnaire but before the date of entry for the sale of your house, tell your solicitor or estate agent immediately.

Information to be given to prospective buyer(s)

1.	Length of ownership	
	How long have you owned the property?	35 years
2.	Council tax	
	Which Council Tax band is your property in?	F
3.	Parking	
	What are the arrangements for parking at your property? (Please tick all that apply)	
	• Garage	<input type="checkbox"/>
	• Allocated parking space	<input type="checkbox"/>
	• Driveway	<input type="checkbox"/>
	• Shared parking	<input type="checkbox" value="No"/>
	• On street	<input type="checkbox"/>
	• Resident permit	<input type="checkbox" value="No"/>
	• Metered Parking	<input type="checkbox" value="No"/>
	• Other (please specify):	<input type="text"/>
4.	Conservation area	
	Is your property in a designated Conservation Area (that is an area of special architectural or historical interest, the character or appearance of which it is desirable to preserve or enhance)?	No

property questionnaire

5.	Listed buildings	
	Is your property a Listed Building, or contained within one (that is a building recognised and approved as being of special architectural or historical interest)?	No
6.	Alterations/additions/extensions	
a.	<p>(i) During your time in the property, have you carried out any structural alterations, additions or extensions (for example, provision of an extra bath/shower room, toilet, or bedroom)?</p> <p><u>If you have answered yes</u>, please describe below the changes which you have made:</p>	No
	<p>(ii) Did you obtain planning permission, building warrant, completion certificate and other consents for this work?</p> <p><u>If you have answered yes</u>, the relevant documents will be needed by the purchaser and you should give them to your solicitor as soon as possible for checking.</p> <p>If you do not have the documents yourself, please note below who has these documents and your solicitor or estate agent will arrange to obtain them:</p>	
b.	<p>Have you had replacement windows, doors, patio doors or double glazing installed in your property?</p> <p><u>If you have answered yes</u>, please answer the three questions below:</p>	No
	(i) Were the replacements the same shape and type as the ones you replaced?	
	(ii) Did this work involve any changes to the window or door openings?	
	<p>(iii) Please describe the changes made to the windows doors, or patio doors (with approximate dates when the work was completed):</p> <p>Please give any guarantees which you received for this work to your solicitor or estate agent.</p>	
7.	Central heating	
a.	<p>Is there a central heating system in your property? (Note: a partial central heating system is one which does not heat all the main rooms of the property — the main living room, the bedroom(s), the hall and the bathroom).</p> <p><u>If you have answered yes or partial</u> – what kind of central heating is there? (Examples: gas-fired, solid fuel, electric storage heating, gas warm air).</p> <p>Gas</p>	Yes

property questionnaire

	<u>If you have answered yes, please answer the three questions below:</u>		
	i) When was your central heating system or partial central heating system installed? Pre our time		
	(ii) Do you have a maintenance contract for the central heating system? <u>If you have answered yes, please give details of the company with which you have a maintenance contract:</u> Scottish Gas		Yes
	(iii) When was your maintenance agreement last renewed? (Please provide the month and year). Feb 2025 (last service 29/10/24)		
8.	Energy Performance Certificate		
	Does your property have an Energy Performance Certificate which is less than 10 years old?		No
9.	Issues that may have affected your property		
a.	Has there been any storm, flood, fire or other structural damage to the property while you have owned it? <u>If you have answered yes, is the damage the subject of any outstanding insurance claim?</u>		No
b.	Are you aware of the existence of asbestos in your property? <u>If you have answered yes, please give details:</u>		No
10.	Services		
a.	Please tick which services are connected to your property and give details of the supplier:		
	Services	Connected	Supplier
	Gas or liquid petroleum gas	Yes	Scottish Gas
	Water mains or private water supply	Yes	Scottish Water
	Electricity	Yes	Scottish Power
	Mains drainage	Yes	Local Authority

property questionnaire

	Telephone	No	
	Cable TV or satellite	No	
	Broadband	No	
b.	Is there a septic tank system at your property?		No
	<u>If you have answered yes</u> , please answer the two questions below:		
	(i) Do you have appropriate consents for the discharge from your septic tank?		
	(ii) Do you have a maintenance contract for your septic tank?		
	<u>If have answered yes</u> , details of the company with which you have a maintenance contract:		
11.	Responsibilities for shared or common areas		
a.	Are you aware of any responsibility to contribute to the cost of anything used jointly, such as the repair of a shared drive, private road, boundary, or garden area?		No
	<u>If you have answered yes</u> , please give details:		
b.	Is there a responsibility to contribute to repair and maintenance of the roof, common stairwell or other common areas?		No
	<u>If you have answered yes</u> , please give details:		
c.	Has there been any major repair or replacement of any part of the roof during the time you have owned the property?		No
d.	Do you have the right to walk over any of your neighbours' property — for example to put out your rubbish bin or to maintain your boundaries?		No
	<u>If you have answered yes</u> , please give details:		
e.	As far as you are aware, do any of your neighbours have the right to walk over your property, for example to put out their rubbish bin or to maintain their boundaries?		No
	<u>If you have answered yes</u> , please give details:		
f.	As far as you are aware, is there a public right of way across any part of your property? (public right of way is a way over which the public has a right to pass, whether or not the land is privately-owned.)		No
	<u>If you have answered yes</u> , please give details:		

property questionnaire

12.	Charges associated with the property	
a.	<p>Is there a factor or property manager for your property?</p> <p><u>If you have answered yes</u>, please provide the name and address, and give details of any deposit held and approximate charges:</p>	No
b.	<p>Is there a common buildings insurance policy?</p> <p><u>If you have answered yes</u>, is the cost of the insurance included in monthly/annual factor's charges?</p>	No
c.	<p>Please give details of any other charges you have to pay on a regular basis for the upkeep of common areas or repair works, for example to a residents' association, or maintenance or stair fund.</p>	
13.	Specialist work	
a.	<p>As far as you are aware, has treatment of dry rot, wet rot, damp or any other specialist work ever been carried out to your property?</p> <p><u>If you have answered yes</u>, please say what the repairs were for, whether you carried out the repairs (and when) or if they were done before you bought the property.</p>	No
b.	<p>As far as you are aware, has any preventative work for dry rot, wet rot, or damp ever been carried out to your property?</p> <p><u>If you have answered yes</u>, please give details:</p>	No
c.	<p><u>If you have answered yes</u> to 13(a) or (b), do you have any guarantees relating to this work?</p> <p><u>If you have answered yes</u>, these guarantees will be needed by the purchaser and should be given to your solicitor as soon as possible for checking. If you do not have them yourself <u>please write below who has these documents</u> and your solicitor or estate agent will arrange for them to be obtained. You will also need to provide a description of the work carried out. This may be shown in the original estimate.</p> <p>Guarantees are held by:</p>	
14.	Guarantees	
a.	Are there any guarantees or warranties for any of the following?	
	(i) Electrical work	No

property questionnaire

	(ii) Roofing	No
	(iii) Central heating	No
	(iv) National House Building Council (NHBC)	No
	(v) Damp course	No
	(vi) Any other work installations? (for example, cavity wall installation, underpinning, indemnity policy)	No
b.	<u>If you have answered 'yes' or 'with title deeds', please give details of the work or installations to which the guarantee(s) relate(s):</u>	
c.	Are there any outstanding claims under any of the guarantees listed above?<u>If you have answered yes, please give details:</u>	No
15.	Boundaries	
	So far as you are aware, has any boundary of your property been moved in the last 10 years? <u>If you have answered yes, please give details:</u>	No
16.	Notices that affect your property	
	In the past three years have you ever received a notice:	
a.	advising that the owner of a neighbouring property has made a planning application?	No
b.	that affects your property in some other way?	No
c.	that requires you to do any maintenance, repairs or improvements to your property?	No
	<u>If you have answered yes to any of a–c above, please give the notices to your solicitor or estate agent, including any notices which arrive at any time before the date of entry of the purchaser of your property.</u>	

Declaration by the seller(s)/or other authorised body or person(s)

I/We confirm that the information in this form is true and correct to the best of my/our knowledge and belief

Name(s): Jackie MacPherson

Date: 29/10/2025



- Home Report
- Valuation Report
- Executory Valuation
- Tax Valuations
- Separation Valuation
- Private Sale Valuation
- New Build & Plot Valuation
- Insurance Reinstatement Valuation
- Portfolio Valuation
- Rental Valuation
- Drive By & Desktop Valuation
- Energy Performance Certificate (EPC)
- Level Two Survey & Valuation Report
- Level Two Condition Report
- Expert Witness Report

- Commercial Valuation
- Commercial Agency
- Acquisitions Consultancy
- Commercial Lease Advisory
- Rent Reviews
- Asset Management
- Development Appraisals & Consultancy
- Auctions
- Property Management
- Professional Services
- Licensed Trade & Leisure
- Expert Witness Report
- Rating
- Property Investment
- Public Sector

- Quantity Surveying
- Building Surveying
- Project Management
- Dispute Resolution Support Services
- Principal Designer
- Clerk of Works
- Commercial EPC
- Health & Safety Management
- Employer's Agent
- Energy Consultancy
- Housing Partnerships
- Housing Consultancy
- Development Monitoring
- Mediation Services

Aberdeen
△△△ 01224 202800

Ayr
△△ 01292 267987

Bearsden
△△ 0141 611 1500

Belfast
△ 02890 912975

Birmingham
△ 0121 270 2266

Coatbridge
△△ 01236 436561

Cumbernauld
△△ 01236 780000

Dalkeith
△△ 0131 663 2780

Dumbarton
△△ 01389 731682

Dumfries
△△△ 01387 264333

Dundee
△△ 01382 200454
△ 01382 220699

Dunfermline
△△ 01383 722337
△ 01383 731841

East Kilbride
△△ 01355 229317

Edinburgh
△△ 0131 2251234
△ 0131 557 9300

Elgin
△△ 01343 553939

Falkirk
△△ 01324 635 999

Fraserburgh
△△ 01346 517456

Galashiels
△△ 01896 750150

Glasgow
△△△ 0141 331 2807

Glasgow South
△△△ 0141 649 8020

Glasgow West End
△△ 0141 353 2080

Greenock
△△ 01475 730717

Hamilton
△△ 01698 891400

Inverness
△△△ 01463 712239

Kilmarnock
△△ 01563 520318

Kirkcaldy
△△ 01592 205442

Lanark
△△ 01555 663058

Leeds
△ 0113 322 5069

Livingston
△△ 01506 416777

London
△△ 02033 761 236

Montrose
△△ 01674 676768

Musselburgh
△△ 0131 653 3456

Oban
△△ 01631 707 800

Paisley
△△ 0141 889 8334

Perth
△△ 01738 638188
△ 01738 631631

Peterhead
△△ 01779 470766

St Andrews
△△ 01334 477773
△ 01334 476469

Saltcoats
△△ 01294 464228

Stirling
△△ 01786 450438
△ 01786 474476

Timberwise

Your Timberwise Survey



**Jackie McPherson
c/o Drummond
Miller**

**Client Address:
151 High Street**

**MUSSELBURGH
EH21 7DD**

**Report Date:
17 November 2025**

Timberwise

Property Address:

105 New Street

MUSSELBURGH

EH21 6DG

Reference Number: SC19716/SB/la

Inspection Date: 12 November 2025



Thank you for choosing Timberwise

Thank you for your enquiry and instructions to carry out an inspection on your behalf. Please find enclosed our findings and recommendations. Where applicable we have also included a quotation for items of remedial work that Timberwise will be pleased to carry out for you.

Please read the enclosed documentation carefully to ensure that it meets your expectations and requirements.

Instructions

Your instructions were to provide a survey for problems associated with:

- Dampness
- Woodworm

Over 50 years of getting it right

Timberwise are trusted by homeowners and industry professionals across the UK.

We are very proud of our reputation within the property care industry. Timberwise holds full Property Care Association status and we are also members of all the major construction industry accreditation schemes.

For any queries please contact:

Steven Buick

CSRT
Managing Surveyor

07773 660080
stevenbuick@timberwise.co.uk



Scope & Limitations

Weather:	Overcast but dry
Occupancy:	Unoccupied & part furnished
Property Type:	Semi-detached house
Approx. property age:	1900
Construction:	Property is constructed from solid stone
Our inspection was restricted by:	<ul style="list-style-type: none">• Fitted units• Tiled walls• Fitted floor coverings• Dry linings• Insulation

Our specialist inspection was not restricted to any specific areas of the property.

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

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

Summary of Observations

External Observations

A brief external inspection of the property was completed from the ground level only during our visit and the following defects were noted at the time of the inspection:

! = Immediate attention required

? = Likely to require remedial attention

Element	!	?
Roof coverings	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Guttering	<input checked="" type="checkbox"/>	<input type="checkbox"/>
External gullies	<input checked="" type="checkbox"/>	<input type="checkbox"/>
External joinery	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Abutting structures / walls	<input checked="" type="checkbox"/>	<input type="checkbox"/>
External ground levels	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sub-floor ventilation	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Damp Observations

An internal inspection of the property was completed during our visit and the following issues relating to the presence of rising or penetrating damp were found:

Issue	Room(s)	Quote Included
Rising dampness	room rear left	<input checked="" type="checkbox"/>
Internal dampness not caused by rising damp	various on first & ground floor levels	<input checked="" type="checkbox"/>

Woodworm Observations

An internal inspection of the property was completed during our visit and the following issues relating to the presence of woodworm were found:

Observation	Location(s)	Quote Included
Active woodworm infestation	roof void (Main void)	<input checked="" type="checkbox"/>
Active woodworm infestation	roof void (Rear Void)	<input checked="" type="checkbox"/>

External Observations

A brief external inspection of the property was completed from the ground level only during our visit and the following defects were noted at the time of the inspection:

Element	Comment
Roof coverings	Missing/slipped slates or tiles were noted to the: <ul style="list-style-type: none">• front elevation• rear elevation This is interfering with the proper function of the roof and may cause damp penetration.
Guttering	Defective guttering was noted to the rear elevation. This is likely to cause damp penetration.
External gullies	Blocked drainage gullies were noted to: <ul style="list-style-type: none">• the front elevation• the rear elevation This is likely to result in water backing-up which may cause penetrating dampness. 
External joinery	Timber frame windows were noted to have wet rot decay to the rear elevation. 
Abutting structures / walls	The external wall abutting the front elevation is causing lateral damp penetration.

	
<p>External ground levels</p>	<p>External ground levels are high in relation to the damp proof course and internal floor levels to the rear elevation. This may result in bridging over the damp proof course and lateral penetration of ground moisture.</p> 
<p>Sub-floor ventilation</p>	<p>At the time of the inspection, it was noted that there is inadequate ventilation to the timber floors to the rear elevation. This will reduce air flow to the floor timbers and will increase the risk of attack by fungal decay.</p>
<p>Existing damp proof course</p>	<p>The damp proof course was noted to be poured bitumen.</p>

Please be aware that we are not chartered building surveyors, and you should seek a more in-depth survey (such as a home buyers report) to be fully assured of the property's external condition, if you have not already done so.

It is vital the property is maintained in a watertight condition to avoid the potential for internal dampness and condensation. Where external defects are noted within our report and we have not included remediation in our specialist scope of works, we generally advise you instruct a relevant and competent tradesperson to inspect and carry out necessary repairs under a separate cost and contract.

Damp Internal Observations

Element	Comment
<p>Rising dampness</p>	<p>Moisture profiles were plotted on the walls with an electronic conductivity meter. The profiles recorded indicate an ongoing rising damp issue to the room rear left.</p> <p>After consideration of the instrumental readings, soluble salt contamination and other relevant factors, it is assessed that various walls within the property are affected by rising dampness. The installation of a chemical damp proof course is recommended to the areas indicated on the enclosed sketch plan.</p>
<p>Internal dampness not caused by rising damp</p>	<p>Moisture profiles were plotted on the walls/ceilings in the various on first & ground floor levels with an electronic conductivity meter. The profiles indicate dampness caused by:</p> <ul style="list-style-type: none"> • Defective flashings • Abutting structure(s) • A plumbing leak • High external ground levels
<p>Internal dampness photo(s)</p>	 <p>The photographs illustrate various signs of internal dampness. The top-left photo shows a corner of a room with significant water staining on the walls and ceiling. The top-right photo shows a hand holding a moisture meter against a wall, with the device's screen displaying a reading. The bottom-left photo shows a ceiling with a large area of peeling and damaged plaster. The bottom-right photo shows a hand holding a moisture meter against a wall, with the device's screen displaying a reading of 248.</p>

Conductivity meters are non-destructive and only give an indication of moisture content on masonry but a true reading on timber. Destructive testing will give you a precise moisture content and can be carried out with the written permission of the owner, there is an additional fee for Calcium Carbide/Speedy meter testing, more details are available on request.

Woodworm Internal Observations

Observation	Comment
Active Woodworm infestation Roof void (Main void)	A slight to moderate, common furniture beetle (<i>Anobium punctatum</i>) infestation was noted in the Main void roof void.
Active woodworm infestation Roof void (Rear Void)	A slight, common furniture beetle (<i>Anobium punctatum</i>) infestation was noted in the Rear Void roof void.

Damp Proofing Specification



Preparation works by Timberwise to include taping down dust sheets/hardboard to the floor of the designated work area to reduce dust settling. Taping polythene sheeting over any large free-standing personal items left in the designated work area.

Hacking off

Specification includes removal of the existing wall plaster from the areas and heights indicated on the attached sketch, discarding debris into bags and removal from site.

Skirting

An allowance has been made in our quotation for the removal and re-fixing of the original skirting boards in association with the proposed damp proofing work. We cannot however be responsible for damage to the skirting boards as a result of difficulty in removal or if they are suffering from fungal decay. If new skirting boards are required this will be brought to your attention and a supplementary quotation submitted if appropriate.



Based on our visual inspections and the instrumental readings obtained at the time of our inspection, we recommend the installation of our DryTek DPC System to the walls marked on our attached sketch plan. This will be installed in accordance with the PCA Code of Practice and British Standard 6576.

Our technicians will drill holes in mortar joints at pre-determined centres and install the DryTek DPC System. Similarly, they will drill out and inject vertical barriers to prevent abridgement from adjoining masonry.

The overwhelming benefits of the DryTek DPC System opposed to other systems are:-

- Cleaner
- Safer
- Improved Performance
- Less Risk
- Controlled System
- Efficient
- Guaranteed



Plaster and salts

As the moisture rises from the ground into the wall, it carries with it soluble salts which may be deposited in the wall fabric and plaster. As the moisture evaporates from the wall, these salts attract and absorb moisture particularly when relative humidity is high. It is for this reason that re-plastering after remedial damp proof course injection is often recommended to a height of at least 1 metre.

Re-plastering to 4mm Meshed Cavity Drainage Membrane and Plasterboard Specification

Our damp proofing quotation includes carrying out re-plastering work for those walls marked on the attached sketch plan.

Our technicians will fix 4mm meshed cavity drainage membrane to the walls using proprietary sealed plugs. Plasterboard will then be fixed to the meshed membrane with adhesive using the dot and dab technique prior to the new plasterboard being skimmed. The areas and heights for this work are detailed on the enclosed drawing.

Exposure works will be carried out to the walls, ceilings and floors to the areas as shown on our enclosed sketch plan, if timber decay is noted a further report and quotation will be forwarded for your approval.

Woodworm Treatment Specification



To be carried out by Timberwise:

Recommendation

Our technicians will clean down and prepare timbers as necessary for treatment; apply spray treatment of Timberwise Insecticidal/Fungicidal Fluid to the main and rear voids.

We have allowed for lifting and protecting the insulation and covering any exposed water tanks prior to our treatments.

Post Treatment Emergence

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

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

Waste

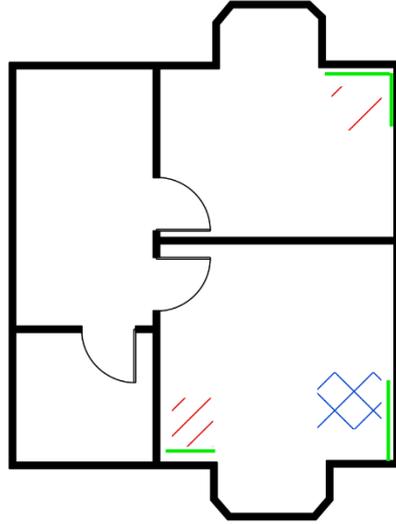
Within our quotation, we have allowed for the removal of resulting waste from the property.

Works to be carried out by client or client's own contractor(s):

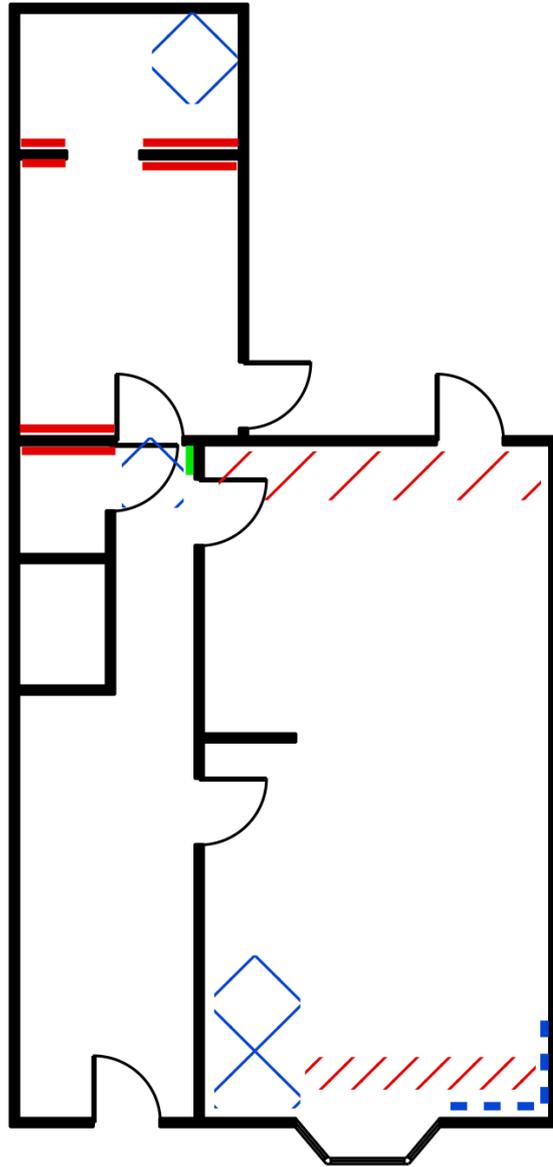
Removal of the following items from the area of works prior to our arrival on site:

- Floor coverings
- Radiators and associated pipe work
- Fixtures
- Fittings
- Gas water and electrical services
- Electrical goods
- Kitchen units

Sketch



-  Uplift flooring and inspect floor joists
-  Remove damaged ceiling plaster and renew
-  Strip affected wall plaster and open up eaves for inspection



-  Remove ceiling plaster and inspect timbers
-  Uplift flooring and inspect timbers
-  Delta dry wall membrane up 1.2m
-  Strip plaster full height and renew
-  Chemical damp proof course

Quote

Property Address:
105 New Street

Client Address:
151 High Street

Reference:
SC19716/SB/la

MUSSELBURGH
EH21 6DG

MUSSELBURGH
EH21 7DD

Date of report:
17 November 2025

Detail of Works	Net	VAT	Total Price	Guarantee
Timber Treatment/Repairs	£1237.89	£247.58	£1485.47	20 years
DryTek Damp Proof Course 3mm Mesh Membrane & Exposure works	£7869.77	£1573.95	£9443.72	10 years (Damp Proofing)
Total	£9107.66	£1821.53	£10,929.19	

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Also available GPI 10-Year Guarantee Insurance, Including 12% IPT (Damp Proofing)

The figure comprises of the following:

Insurance Premium £69.44, Admin £35.00 & Insurance Premium Tax £12.53 **£116.97** YES

Also available GPI 10-Year Guarantee Insurance, Including 12% IPT (Timber)

The figure comprises of the following:

Insurance Premium £39.20, Admin £35.00 & Insurance Premium Tax £8.90 **£83.10** YES

If you choose to proceed without finance, a **40%** deposit amount of £4371.68 is required.

Arranging a convenient start date for any works to proceed couldn't be easier. Simply give your local contracts team a call on 0131 278 3583 or contact them by E-mail on contracts-scot@timberwise.co.uk.

Alternatively, you can accept your quotation online at www.acceptquote.co.uk. We look forward to hearing from you.

You can make payment by the following:

- **Debit / Credit Card:** Call our contracts team to make a payment on 0345 073 9691
- **Online payment:** Pay securely at www.timberwise.co.uk/pay-online
- **Bank Transfer: Sort Code:** 12-17-40 **A/C:** 06010914 **A/C Name:** Timberwise (UK) Ltd
- **Cheque with acceptance:** Please post to our office address (Suite 28, 44-46 Morningside Road, Edinburgh, EH10 4BF) together with this signed acceptance.

I/we confirm that I/we have read and agree with the attached Terms and Conditions and would like to proceed with the quotation as above: YES

Finance Selected (Phoenix): YES

Full Name

Customer Signature

Date

.....

.....

.....

Contact Telephone Number

Please check our Privacy Policy on www.timberwise.co.uk for all the information relating to how we store, protect and manage your submitted data.

Timber / Damp Proofing Treatment Guarantee

Our long-term Guarantee for Timber Treatments and/or Damp Proofing works, unless otherwise stated in the document, will be issued when the final account has been settled.

In addition to our Guarantee, as we are members of the Property Care Association, we are pleased to offer you the added benefit of the Guarantee Protection Insurance Limited "backup" fully insured Guarantee. The premium is shown as a separate item on our quotation.

Further Customer Information

The following contains important information and forms part of our report/quotation and any specified works and advice detailed within the report. It is an integral part of our report/quotation and must be read in conjunction with the report. Where advice is given to customers, it should be acted upon promptly or in the timescales advised.

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

Important Items to note relating to the report and quotation for works:

Assumptions

Unless we have specifically stated otherwise in our report, our quotation and specification of works are based on the assumption that:

- a) mains water and electricity are available at all times on site or in the property and that these are provided free of charge whilst Timberwise are on site. Please ensure that both water and electricity are available.
- b) you are responsible for ensuring that all furniture, floor coverings and other household possessions (including plants) are removed from the works area prior to the commencement of the work. This must be carried out prior to the arrival of our technicians on site so that we have unhindered access. We will not accept any liability for damage to any of the above items if they are left on site. Following works you will be responsible for replacing these items. It is not recommended that floor coverings of any type are reinstated until any treated surfaces are dry. We will inform you of any specific timescales if necessary.
- c) if the property is occupied by tenants, it is essential that the customer notifies them of the necessity to remove all furniture, floor coverings and other household possessions (including plants) from the areas where works are to be undertaken prior to the arrival of our technicians on site so that we have unhindered access. We will not accept any liability for damage to any of the above items if they are left on site. Following works you or your tenant will be responsible for replacing these items. It is not recommended that floor coverings of any type are reinstated until any treated surfaces are dry. We will inform you of any specific timescales if necessary.
- d) we have not included for the removal and/or replacement of any water, gas or electrical services to carry out the works. However, where Timberwise have included for the removal and/or replacement of any of these services, they do so on the basis that these services are without defect. At the time of refitting a service, any apparent defect which prevents Timberwise from effectively doing so, will be brought to the customer's attention. If additional works are necessary to replace the service, a supplementary quotation will be submitted prior to any additional works being completed.
- e) where work to an external wall is to be carried out from the neighbour's property, the customer has obtained written permission beforehand to ensure unhindered access.

- f) whilst working on the outside of the property, we will take every care possible to avoid damage to any plants, shrubs or items adjacent to the external working area. However, no guarantee can be given that damage will not occur, and we do not accept any responsibility for any damage caused.
- g) whilst we will take precautions and care when working in the property, we cannot accept any liability for damage caused to water or gas pipework or electric cabling that is hidden or embedded within the structure unless this has been brought to our attention prior to work commencing.
- h) where we have quoted for hacking off and re-plastering, we have priced for re-plastering to 18mm thickness. If the wall plaster is found to be of greater thickness, we will submit an additional price for the additional plastering thickness required to ensure a match to the existing plaster. This amount will be calculated on a pro rata basis.

Party Wall Act etc. 1996.

Your attention is drawn to the Party Wall Act etc. 1996. Party walls are walls that are shared by adjoining owners of properties and are the joint responsibility of the owners. Where work on a party wall is necessary the customer must advise the owner of the adjoining property and seek consent before works are commenced. Consent cannot be reasonably withheld.

On site variations

When we are on site, occasionally we will need to change or vary our recommendations or specifications to ensure we carry out the works correctly. This is particularly relevant when we are guaranteeing the works. We reserve the right to make these changes from time to time, in order that the customer may obtain the benefits of, either improved techniques, better materials or improved working methods.

On-going property maintenance

We reiterate, that following works carried out, it is important that you ensure that you always maintain the property in a watertight condition. Proper maintenance should be undertaken to ensure that roofs and flashings are watertight, rainwater goods remain unblocked, free of vegetation and flowing efficiently, external window and door sills have drip grooves and trays, pointing and external render are sound, and that drainage arrangements are adequate to dispose of rainwater and excess ground water away from the property.

Please be aware that incorrect maintenance could invalid any guarantee that we provide.

Parking

Where residential parking permits are required to park outside your property, we have assumed that you will provide these permits free of charge for the duration of the works.

Drying out time following damp proofing of walls

Following the installation of a horizontal damp proof course within the walls within the property, rising damp will be reduced to a low and acceptable level. However, these walls will remain damp until the moisture in the wall dries by evaporation over time. It is generally accepted that the drying period is approximately one month per 25mm of thickness of the wall. Therefore, it should be assumed that the average house walls will take some twelve months to dry.

Converted farm buildings, barns, dairies, etc.

Issues can occur when converting buildings that have formerly housed livestock. Often masonry has been contaminated with manure and urine that, following installation of a damp proof course, can cause heavy deposits of salts to migrate to the surface during the drying out process and beyond. To prevent this, we recommend that after the insertion of the damp course, all walls are lined with a suitable material to prevent migration of contaminants to the decorative surface.

Asbestos

The Control of Asbestos Regulations 2012 places certain duties on those that are responsible for the repair and maintenance of buildings. We are obliged to ensure that our employees and others on site are not exposed to asbestos. We will ask to see any Asbestos Survey or Register that might have been carried out on the property. During works, should we uncover suspected asbestos containing material in the area we are working and which we are likely to disturb, we may have to suspend works to have the material tested. We will stop the work, seal the area and immediately inform you. It is the client's responsibility to have the suspected Asbestos containing material tested at the client's cost. In some cases Timberwise may choose to facilitate this testing. Testing for asbestos is an easy and relatively quick procedure. Once testing has been carried out and if the material is found to be safe, we will return to work as soon as we can. If the material tested is found to contain Asbestos, it will need to be removed by a licensed Asbestos removal contractor. Please note that Timberwise are not licensed to remove asbestos. In the case where no Asbestos containing material is found, delays of at least 5 days and potentially longer should be expected to allow for this testing.

Replastering after damp proof works

The need for re-plastering arises when a damp proof course, regardless of type, is installed into a wet wall. Rising damp carries water soluble salts from the ground and into the masonry and deposits these salts in the wall and plasterwork at varying concentrations and levels. Such salts are hygroscopic (they absorb moisture from the air) and salt contaminated walls can remain or become damp. To avoid this consequence of drying out a wet wall, removal of existing plasterwork should be undertaken. This will remove quantities of salt already established in the plasterwork. The application of new plasterwork (in line with our Re-plastering Specification) will help prevent further migration of residual salts and moisture from the masonry to the decoration surface. Our DryTek DPC and Finishing System includes full remediation of rising damp within the wall and incorporates replastering to our specification using specialist salt inhibiting additives. In the event of issues arising at a later date, our guarantee is for both the rising damp within the wall and the plastering.

However, if you intend to use your own plastering contractor to carry out the necessary re-plastering and finishing works, we cannot accept any liability for the quality or effectiveness of plastering work carried out by others.

Drying out of plaster following plastering works

Plastering must be allowed to dry naturally. Forced heating should not be used and the use of dehumidifiers is not advised. It is good practice to allow good airflow around the new plaster to aid drying.

It is possible that, during the drying process, efflorescent salts might appear on the surface of new plaster. These should be brushed off and should stop after a period.

Very occasionally plaster may develop hair line cracking to the surface. These hair line cracks are usually superficial and once the wall and plaster have dried out, they can be filled by your decorator in the normal process of decoration.

Redecoration after plastering works

Redecoration should be delayed as long as possible and should not be applied until after 6 weeks following the finished plaster coat. At this time, decoration should be limited to water vapour permeable finishes such as a water based matt emulsion paint. Other types of decoration such as vinyl or textured wallpaper, oil-based paint, or tiling that reduce permeability, should not be applied until the walls have dried out. We advise that a period of 12 months should be left to allow sufficient drying out time.

Refitting of kitchen units, cupboards, and other fittings after replastering

Refitting of items following replastering should not take place until the plaster is visibly dry. Where membranes have been applied, please ask for advice on the types of fixings/adhesives to use.

External Render

Where external render is specified, this should be cast in a bell finish, incorporating a drip-groove, not less than 150mm above ground level and the base line masonry protected by a suitable bitumen or waterproof compound, applied in accordance with the manufacturer's instructions, to protect the damp proof course against abridgement on the outer face of the wall.

Removal and Refixing skirting boards, architraves, door casings, flooring, mouldings and other joinery items

Where specifically stated in our report, an allowance may have been made in our quotation for the removal and re-fixing of the existing joinery items to enable us to carry out works. Although we will take all reasonable care removing existing joinery items, it is possible that items are damaged if difficult to remove or further decay is found. In this case, we will bring this to your attention and a supplementary quotation will be provided.

Where floors are laid using tongue and grooved floorboards, all reasonable care will be taken to avoid damage during the lifting of these boards. Due to the nature of these floorboards damage may occur during the lifting and re-installation. Should damage be excessive it may be necessary to install new floor boarding. Should this become necessary, we will bring this to your attention and a supplementary quotation will be provided.

Electrical sockets

Often electrical sockets and switches will need to be removed prior to commencing our work. Usually, prior to our technician's arrival on site, you will have arranged for your own electrician to remove any electrical sockets, switches, and fittings within the work area. This will be specified within the report.

Where we have isolated and removed electrical points to allow for works to be carried out, it will be necessary for you to have these refitted by a qualified electrician. The points will be left safe by our technician and should not be used until refixed and tested by your own electrician.

Radiators and associated pipework

Usually, prior to our technician's arrival on site, you will have arranged for your own plumber to remove any radiators, pipes and fittings within the work area. This will be specified within the report.

Although we prefer that you use your own plumbers, if we are requested to remove radiators as part of the preparatory works, we will use the existing radiator valves to close the flow of water. As we are not plumbers, we will not carry out any other isolation works so it is essential that the valves work properly. Timberwise will not be held responsible for any damage caused.

Cavity constructed walls

Where walls are of cavity construction, it is advised that cavities be opened and cleared of any debris.

High External Ground Level around the property

Where the external ground level is above the finished internal floor level, the external ground level should be reduced to 150mm below internal floor level. Where circumstances make such action impractical or where internal solid walls differ in height and are lower than external ground level, there is the possibility of lateral moisture penetration. In such cases, the masonry section below external ground level should be treated with a waterproof coating. We carry a range of waterproofing products and can advise further if required.

Dust

Some works that we carry out involve the removal of old plaster from the walls in the property. Removing old plaster can generate a considerable amount of dust in the work area and it can migrate to other parts of the property.

Additionally other works we carry out can also generate some dust.

We do take precautions to limit this dust where possible. Where specified, we have included for some protection and screening. However, it is essential that you also take precautions by removing or covering furnishings, floor coverings, furniture and personal effects to ensure that your items are adequately protected. Please carry out these precautions prior to our arrival at the property.

We advise that where plaster has been removed and reinstated it is likely that final cleaning will be necessary by yourselves.

Timber Treatment

Whilst we do take all reasonable care, sometimes the water-based fluid that we use for timber and fungal treatments can leach through cracks and fissures in timbers, walls and ceilings that we treat. If visible staining occurs this should have no effect on the plaster and can be painted over when dry. Should you require further information on the make-up of the treatments that we use, we can provide data sheets.

Discolouration of Timbers

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

Loft insulation

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

Guarantees and Warranties

The majority of our works are covered by a 5, 10, or 20 year guarantee or warranty following completion. The report will specify whether a guarantee or warranty is provided and for what length of time. Specimen copies of the guarantees are available upon request.

Minimum Charge

Please be aware that our minimum charge for works is £575.00+VAT should you not have all the recommended works carried out. This will only apply if the total cost for the works falls below this level.

Listed Building/Buildings of Historic Value/Conservation Area Properties Consent.

Timberwise will design a waterproofing, damp proofing system or fungal eradication program based on your instruction, the survey investigation, observations and readings recorded at the time of the inspection.

Our methods to control dampness in walls and fungal decay in timbers have been proven over the last 70 years. We will always design the most effective control method; however, these methods may not always be acceptable for some conservation officers and local authorities.

It is the client's responsibility to establish if the property requires any permission to carry out alterations or repairs prior to any recommended works being undertaken. The client is responsible for applying for any necessary permissions to carry out the proposed works.

You should check first with your local authority Conservation Officer whether or not consent will be needed for what you plan to do. You should also get an outline of what might be acceptable and find out whether ideas need to be adapted to make them more likely to succeed. This simple step could save a lot of time and money.

When the planning authority considers whether to grant or to refuse an application, it must give particular attention to the desirability of preserving the building, its setting and those features which make it special.

These are the things you should think about when you are planning your proposed changes.

You can download an application form for Listed Building Consent from your local authority's website. You can also find advice and guidance on how to apply by visiting the relevant pages of government's Planning Portal website.

Please note that carrying out unauthorised works to a listed building is a criminal offence and individuals can be prosecuted.

The client must inform Timberwise of any decisions or restrictions relating to the proposed works in writing. The client must provide copies of any granted permissions to carry out the works including any restrictions or alterations required.

Timberwise are happy to meet with the conservation officer and local authority to discuss any proposed remedial works and seek alternative methods where required. The client must be aware that altering any proposed specification may restrict our guarantees accordingly.

Where lime plasters have to be applied directly to masonry, these will be non-guaranteed due to their porosity and should be regarded as temporary. Lime plaster will allow the transfer of hygroscopic salts left behind by capillary rising moisture. These salts are capable of attracting moisture from the air and, over a period of time, will break down the surface decoration and plaster finishes.

Lime plasters, in areas where walls have been treated for dampness, can be used like blotting paper to soak up the remaining salts but may require replacing several times over a long period until the salts have been fully removed from the masonry.

Surveyor Profile



Steven Buick

Managing Surveyor

My name is Steven Buick and I'm a Managing Surveyor for Timberwise. In my career I have worked in a wide variety of roles but all share a common theme - property! I have worked in the industry since 2003 in various surveying roles before joining the Timberwise team in 2022. Based in Port Seton and armed with a wealth of hands on knowledge I am now responsible for surveying and developing relationships with customers throughout Edinburgh and the East Coast of Scotland.

I thrive on technical detail and pride myself on having the ability to provide cost-effective and meaningful specifications to solve customer's problems. I take great pride in my work and love taking on new challenges on a daily basis. I thoroughly enjoy being part of the Timberwise team and wish to continue to develop my skill set and knowledge throughout my career. Variety is the spice of life and everyday is different at Timberwise. One day you could be in a cosy croft and the next day a huge commercial development.

As a team we specialise in offering a full range of property care treatments from damp proofing and woodworm treatments through to designing and developing basement waterproofing systems for commercial customers.

When I'm not busy caring for buildings I enjoy a wide variety of sporting pursuits including golf and fishing. I am also an avid follower of football.

For any queries please contact me:

Steven Buick

CSRT
Managing Surveyor

07773 660080
stevenbuick@timberwise.co.uk

Total Damp Solutions

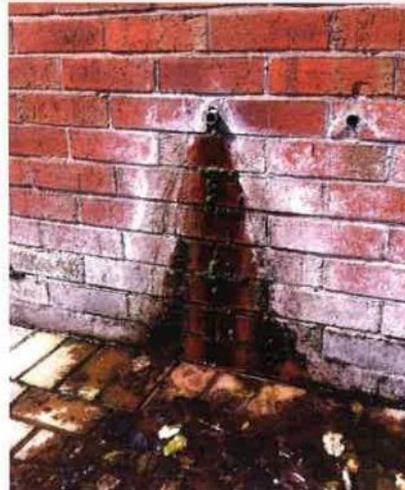


The Problem

Rising damp is a very common and often misunderstood problem, which due to poor building techniques can occur even in recently constructed properties.

The main symptoms associated with damp are:

- Damage to internal wall finish / Decoration.
- Rising damp contains naturally occurring hygroscopic salts and contaminants, which when they come to the surface result in a white surface dust (known as efflorescence).
- Damp walls are cold walls, and will result in an increased heat loss.
- Damage to plaster finishes is very unsightly and in most cases the internal wall plaster will require removal, and replacement with a specialist damp/salt resistant coating.
- Any timbers contained within the damp affected areas can be vulnerable to fungal attack.
- Damp walls may attract mould growth, which could contain spores that are harmful to the respiratory system.



Our Solution

Our solution will normally depend upon exactly what has caused the damp, and this could be due to the following reasons:

- An ineffective damp proof course.
- Laterally penetrating damp due to poor construction techniques.
- Water ingress through cracked/failing bricks and mortar, exacerbated by poor weather.
- Condensation/high internal moisture levels.
- An internal water leak, from a plumbing fault for instance.
- External defects, like a leaking gutter etc.

Our experienced and industry qualified surveyors will assess the symptoms, and recommend the right solution for the property specific issues.

Once completed, the works will carry a long term meaningful guarantee.

Note: Plaster removal and reinstatement.

It is often the case that the internal plaster finish will be contaminated, and require removal and replacement to ensure a full system solution has been achieved. Our DryTek finishing system will ensure a dry and contaminate free internal finish.

Condensation and general air quality issues which can lead to wet and mould contaminated internal walls and ceilings are not to be confused with other damp related issues. These require a specialist analysis and recommendation for control/eradication.

We will be delighted to discuss this, and offer our expert solution.

Technical Information

DryTek (DPC System)

Our DryTek formulation, which carries a British Board of Agreement certificate, is formulated to our exacting specification to ensure its total effectiveness in the installation of a remedial damp proof course that carries a total peace of mind 20 year guarantee.

EOS +

An Electro Osmotic system is the perfect solution for listed or heritage buildings where there may be an exclusion from injecting any form of chemicals into the building fabric. Each system is property specific designed, and is particularly effective in very deep stone/rubble filled walls. A carefully controlled small positive electrical charge will repel rising damp.

DryTek (Finishing System)

Contaminated and failing internal plaster will require removal, and replacement with our DryTek internal finishing system. The internal walls will remain dry, and be free from any contamination by residual salts/nitrates that may exist in the brickwork, and will dry out naturally overtime.



Why use Timberwise DryTek?

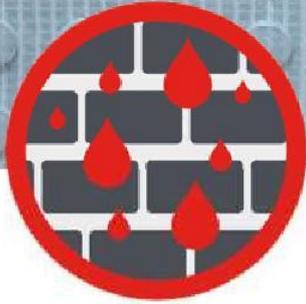
- ✓ A complete and scientific holistic solution to all forms of damp, developed over 50 years.
- ✓ Every system is designed dependent upon the scale of the problem.
- ✓ Fully trained and experienced technicians.
- ✓ Long term fully comprehensive guarantees.
- ✓ We can offer a solution for any type of property.
- ✓ We are committed to excellence in everything we do.
- ✓ Fast, friendly local service nationwide.
- ✓ Fully insured with a strong Health and Safety culture.



Timberwise
SPECIALIST PROPERTY CARE & PRESERVATION

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

DryTek Total Damp Solutions



DryTek Membrane System

The Problem

The Timberwise DryTek Membrane System is a waterproof and salt resistant membrane system tailored specifically for your property to overcome the problems relating to walls that contain a high level of salts.

The System can be used in areas such as:

- Chimney breasts
- Barn conversions
- Rising Damp affected walls
- Walls which are suffering from lateral penetration of water above ground (Rain water penetration)



Benefits

- Can improve the thermal properties of the wall thereby reducing the incidence of condensation
- Allows for a faster redecoration programme over conventional hard plaster systems
- Faster installation times
- Predictable results when dealing with porous or heavily salt contaminated masonry.

The Right System for the Right Job

The membranes are all waterproof, vapour proof and salt migration proof. They come in differing forms dependant on the wall construction, wall thickness, existing plaster thickness, required finish and source of dampness

They can be any, or a combination of the following:

- High density polyethylene membrane incorporating 8mm/3mm/2mm studs fixed to the walls with plastic plugs and then dry lined using timber studs and plasterboard
- High density polyethylene membrane incorporating 8mm/3mm/2mm studs with tough HDPE mesh lathing welded to the face of the membrane and fixed to the walls with plastic plugs. This membrane can then either be plastered over direct or "dot and dab" plastered using plasterboard and suitable adhesive dabs.
- A low profile 1.5 mm thick flexible polypropylene sheet with a fleeced surface on both sides. The two fleeces ensure good adhesion to the wall by means of a trowel applied polymer modified cement based adhesive. The membrane can then be plastered over direct.

Our surveyor will specify which of the above systems or combination of systems, is advised for your individual property and this will be included in the report specification section.

Woodworm Solutions



The Problem

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

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

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

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

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

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



Our Solution

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

Our surveyors will identify:

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

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

Technical Information

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

Common Furniture Beetle

(*Anobium punctatum*)

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

Wood Boring Weevil

(*Pentarthrum huttoni* or *Euophryum confine*)

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

House Longhorn Beetle

(*Hylotrupes bajulus*)

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

Death Watch Beetle

(*Xestobium rufovillosum*)

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

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



Why use Timberwise LignaTek?

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



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LignaTek Woodworm Solutions

Health & Safety Relating to Woodworm & Fungal Decay

Please read and take note of the following advice.

1. **WOOD PRESERVATIVE & DRY ROT TREATMENTS (MASONRY STERILISERS)**

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

2. **SAFETY PRECAUTIONS TO BE OBSERVED DURING AND AFTER TREATMENT**

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

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

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

3. You must not enter the area whilst the work is in progress and should adhere to any re-entry times shown on the warning notices posted at the property.
4. Anyone suffering from asthma or other respiratory problems must vacate the property during the work and allow for a suitable re-entry time.
5. Pets, fish, plants, clothing and food must be removed from the treatment areas prior to our works commencing and not be replaced until a suitable time has elapsed.
6. All naked flames, fires, pilot lights and boilers in or adjacent to treatment areas must extinguished before treatment and re-ignited no sooner than the timescale as appropriate.
7. All treatment areas should be suitably ventilated during treatments and directly upon completion to accelerate both the drying time and re-entry times.

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

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

9. **TIMBERWISE TREATMENT FLUIDS**

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

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

WILL YOUR GUARANTEE BE WORTHLESS IN A FEW YEARS?

BE SURE - INSURE MAKE A GOOD DEAL BETTER!

FIRST THINGS FIRST, CHOOSING THE RIGHT CONTRACTOR



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

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

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

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

WHO ARE GPI?

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



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

THE 'LONG-TERM' PROBLEM

Most contractors provide guarantees, often between 2 and 30 years. However, not all of these will have the backing of an insurance policy.

Imagine that a problem develops with the work and you try calling your contractor only to discover they have ceased to trade. Who is going to put matters covered under your long term guarantee with them right? More importantly who is going to pay for it?

All too often the answer may be you - unless you have been given, or have taken out, insurance which supports these guarantees.

THE SOLUTION - AN INSURANCE BACKED GUARANTEE

If a defect should occur with work done on your property, which is covered under a long term guarantee previously given to you by a contractor who has ceased to trade and where you have the benefit of an IBG from GPI, you would make a claim to GPI.

GPI would collect a completed claim form from you as well as copies of some important associated documentation in relation to your original works. Once this is received a re-inspection of the works would be organised by GPI and this would be carried out by an alternative PCA member contractor. There is a re-inspection fee payable (of approximately £150) in respect of each and every claim. The fee would be returned to you, should the claim be valid, once the relevant excess amount has been deducted.

Where the re-inspection report confirms defective works that would have been covered by the

original contractors long term guarantee, GPI will meet the reasonable costs of remedial works that are required.

An Insurance Backed Guarantee meets the demands and needs of those who have had improvement work carried out on their property and require insurance protection to provide financial recompense in the event that the original contractor has ceased to trade and is unable to honour the terms of their long term guarantee.

For full details of the cover provided by an Insurance Backed Guarantee, as well as details of any significant or unusual exclusions or limitations of the cover, please see a copy of our Policy Summary, which is available on our website using the attached link:

www.gp-insurance.co.uk/pca-insured-guarantees.php

HOW DO I GET AN INSURANCE BACKED GUARANTEE?

When quoting for works, your PCA member will include a policy or provide you with a quotation for a GPI Insurance Backed Guarantee. GPI can provide insurance cover for a period of ten years and only a one-off premium payment is required. The quotation will confirm the premium applicable and there may be an administration fee charged by the contractor (not more than £35).

If you wish to proceed with the purchase of an Insurance Backed Guarantee, you would simply confirm this to your chosen PCA member contractor and pay the appropriate premium, administration fee and Insurance Premium Tax. Once the works are fully completed to your satisfaction you will be provided with a long term guarantee by your chosen contractor and GPI will forward you your policy documentation for your retention.

COMPARISON - GPI IBG VS CONTRACTORS STAND ALONE OWN GUARANTEE ONLY

CONTACT US:

If you have any queries about the cover provided by an Insurance Backed Guarantee, please address them direct to GPI by:

telephoning during office hours on **01292 268020 (option 5)**

sending us an e-mail at **info@gp-insurance.co.uk**

or visiting our website - **www.gp-insurance.co.uk**

Your Contractor is not able to discuss the cover with you as they are not a regulated firm, however GPI are happy to answer any enquiries that you may have.

Insurance Protection covering: Damp Proofing, Timber Treatment, Wall Ties, Lateral Restraints and Structural Waterproofing

	GPI Insurance	Contractor Guarantee (only)
Actual Insurance Period	Up to 10 years	Only for as long as the contractor is trading
Access to Financial Ombudsman Service	Yes	No
Insurance Certificate for Each Property	Yes	No
Recourse to the Financial Services Compensation Scheme	Yes	No
Protects against contractor ceasing to trade	Yes	No
Underwritten by a UK authorised and regulated insurance company	Yes	No

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





Policy Summary

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

This Summary contains **keyfacts**[®] about Your Policy

Damp Proofing, Timber Treatment, Wall Tie, Lateral Restraint and Structural Waterproofing Insurance is underwritten by Guarantee Protection Insurance Limited ("GPI")

This document provides only a summary of the main benefits available under the Damp Proofing, Timber Treatment, Wall Tie, Lateral Restraint and Structural Waterproofing Insurance and the Policy terms and conditions. For full details of all Policy benefits and all terms and conditions **You** should read the Policy of Insurance document and Schedule, a copy of which will be provided immediately after **Your** Policy is taken out or at any time on request.

On receipt of **Your** Policy of Insurance document, **You** will have time to decide if **You** wish to cancel the Policy – see "Your Right to Cancel" below.

Type of Insurance

The following significant features and benefits, subject to the following significant or unusual exclusions and limits, will be included in **Your** Policy:

Features and Benefits

Damp Proofing, Timber Treatment, Wall Tie, Lateral Restraint and Structural Waterproofing Insurance will meet the reasonable costs of remedial works falling within the scope of the **Long-term Guarantee** issued by the **Contractor** to **You** in respect of the **Insured Works**, if the **Contractor** has ceased to trade and is unable to discharge their obligations under the **Long-term Guarantee**. These remedial works will specifically relate to:

1. commencement, continuance or recurrence of **Infestation** in any of the timbers treated against **Infestation** or re-**Infestation** in the **Insured Works**; or
2. recurrence of **Rising Damp** in any of the walls in which the installation of chemical or physical damp-proof course or approved electro-osmotic system for the cure or prevention of such damp was provided; or
3. failure of a **Remedial Wall Tie** or **Lateral Restraint** installation; or
4. breakdown of an **External Water Repellent** membrane; or
5. breakdown of the **Structural Waterproofing** works insured.

The Period of Insurance is ten years from the **Commencement Date** or such shorter periods as stated in the **Contractor's Long Term Guarantee**.

In the event that the property is sold no assignment of the Policy to the new owner is necessary.

Significant/Unusual Exclusions or Limitations

Like every insurance policy, the Policy of Insurance excludes some situations and **You** should read the Exclusions section on the reverse of the Policy carefully.

Damp Proofing, Timber Treatment, Wall Tie, Lateral Restraint and Structural Waterproofing Insurance can only be claimed upon when the **Contractor** has ceased to trade. If the **Contractor** is still trading then any claim under the **Contractor's Long Term Guarantee** must be made to the **Contractor**.

Damp Proofing, Timber Treatment, Wall Tie, Lateral Restraint and Structural Waterproofing Insurance only covers work which is covered by the **Contractor's Long Term Guarantee**. Any loss or damage, such as re-plastering, relating to works not covered by the **Long Term Guarantee** will not be covered by the Policy.

Damp Proofing, Timber Treatment, Wall Tie, Lateral Restraint and Structural Waterproofing Insurance only covers work carried out by the **Contractor**. For example if the floor and roof joists need woodworm treatment but only the roof is treated by the **Contractor**, the floor will not be insured.

You must pay a **Claim Survey Fee** when making a claim. The amount on the **Commencement Date** of the Policy is £100. However, **We** have the right under the Policy to increase this amount by an amount of 2.5% per annum for each completed year of the Policy. In the event of a valid claim, the amount of the **Claim Survey Fee** will be returned to **You** but the amount of the **Excess** will be retained by **Us** towards the cost of a claim.

You must contribute the amount of the **Excess** shown in the Schedule towards the amount payable in respect of each and every claim intimated under the Policy.

You are required to keep **Your** property in a good and proper state of maintenance and any works recommended by the **Contractor** must be carried out within the time specified by the **Contractor** (or within 12 weeks of completion of the **Contractor's** work if no specific time has been mentioned).

The maximum sum payable by **Us** under Damp Proofing, Timber Treatment, Wall Tie, Lateral Restraint and Structural Waterproofing Insurance is the original **Contract Price** shown in the Schedule plus 20% or £500, whichever is the higher amount.

Whilst Damp Proofing, Timber Treatment, Wall Tie, Lateral Restraint and Structural Waterproofing Insurance will pay for appropriate remedial works to the **Insured Works**, it will not meet the cost of any loss that is suffered that is not specifically related to these costs and any other costs that are indirectly caused by the event which led to a claim, unless specifically stated in the Policy. For example; damages to furniture or equipment, loss of profits, interest, business or goodwill, the costs and expenses of any redecoration, repainting or retiling work, the costs and expenses of removing and/or replacing any cupboards, carpets or other furniture, or any other fixtures or fittings, will not be covered.

Defects resulting from structural alterations to the property in which the **Insured Works** are located will not be covered by Damp Proofing, Timber Treatment, Wall Tie, Lateral Restraint and Structural Waterproofing Insurance.

Remedial Work undertaken by **You** or a firm instructed by **You**, which have not been agreed by **Us**, will not be covered by Damp Proofing, Timber Treatment, Wall Tie, Lateral Restraint and Structural Waterproofing Insurance.

IMPORTANT INFORMATION

Your Right to Cancel

You have a statutory right to cancel the Policy within 14 days starting on the date that **You** receive the Policy of Insurance documentation.

If **You** wish to cancel **Your** Policy please write to **Us** at The Administration Department, Guarantee Protection Insurance Ltd, PO Box 26332, Ayr, KA7 9BJ and return all original insurance policy documentation to **Us**. Upon receipt of **Your** notice of cancellation, **We** will refund any premiums that **You** have paid.

Should **You** wish to cancel after the 14 day period, there will be no refund of premium.

How to Make a Claim

Damp Proofing, Timber Treatment, Wall Tie, Lateral Restraint and Structural Waterproofing Insurance can only be claimed upon when the **Contractor** has ceased to trade. If the **Contractor** is still trading then any claim must be made to the **Contractor**. However, if the **Contractor** has ceased to trade then **You** may make a claim under Damp Proofing, Timber Treatment, Wall Tie, Lateral Restraint and Structural Waterproofing Insurance.

Should **You** wish to make a claim, **You** should write to The Claims Department, Guarantee Protection Insurance Ltd, PO Box 26332, Ayr, KA7 9BJ as soon as possible or telephone **Us** on 01292 268020. Please refer to the section headed "Making a Claim" in **Your** Policy of Insurance document. **You** must give **Us** any information or help that **We** ask for, including the provision of the following original documentation:

- (i) the **Contractor's Report(s)**, estimate and any drawings; and
- (ii) the **Contractor's Long Term Guarantee** specifying the work guaranteed; and
- (iii) the **Contractor's Receipted Invoice** or proof of payment.

In the event of a claim **You** are required to pay a **Claim Survey Fee** of £100 in addition to the **Excess** detailed in the Schedule. In the event of a valid claim, the amount of the **Claim Survey Fee** will be returned to **You** but the amount of the **Excess** will be retained by **Us**. In the event of a claim that is not accepted or provided for under this Policy by **Us**, the **Claim Survey Fee** will be retained by **Us** to cover the cost of the inspection carried out, but the amount of any **Excess** paid will be returned to **You**.

Complaints

We aim to give all customers a high standard of service at all times. However, if **You** have cause for complaint, **You** should contact **Us** at The Complaints Department, Guarantee Protection Insurance Ltd in writing at PO Box 26332, Ayr, KA7 9BJ.

Should **You** remain dissatisfied and **We** have issued **You** with **Our** final decision, **You** may have the right to refer a complaint to: The Financial Ombudsman Service (FOS), Exchange Tower, London, E14 9SR

There are some instances where the FOS is unable to consider complaints. This procedure will not prejudice **Your** right to take legal proceedings.

Financial Services Compensation Scheme

We are a member of the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **We** cannot meet **Our** obligations. This depends on the type of business and the circumstances of the claim.

Further information about compensation scheme arrangements can be obtained by telephoning the Financial Services Compensation Scheme on 0800 678 1100 or by writing to Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU. Website www.fscs.org.uk

Other Important Information

Guarantee Protection Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our registered office is 14 Castle Street, Liverpool, L2 ONE. Incorporated in England & Wales No. 3326800.

We are listed on the Financial Services Register under the Firm Reference Number of 207658. This can be verified by visiting the Financial Services Register's website at <http://www.fsa.gov.uk/register/home.do> or by contacting the Financial Conduct Authority on 0800 111 6768.

The Law Applicable to the Policy

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

N.B. The acceptance of any proposal for insurance is not automatic but is entirely at **Our** discretion. **We** exchange information with other insurers through various databases to help **Us** check information provided and to prevent fraudulent claims.

Timberwise - We offer more than you think!



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

Air Quality



- Condensation control
- Mould eradication
- Radon control
- Ventilation

Damp proofing

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

Penetrating Damp

- WeatherTek penetrating damp treatment

Flooding

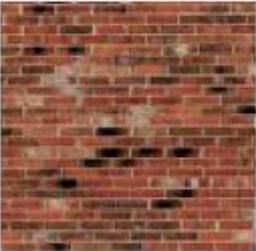
- Flood remediation
- Flood treatments

Structural repairs



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

Surveys



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

Timber

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

Waterproofing

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

Others

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

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

1 Definitions

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

"Cancellation Notice" means the form of notice attached at the end of these Conditions, to be completed and sent to us in the event of a termination of the Contract by you in accordance with these Conditions.

"Client Works" means all building, inspection, installation and other works which are not Works and which are to be performed by you or by someone other than us on your behalf.

"Conditions" means these conditions of contract.

"Consumer" means a consumer as defined by s2(3) of the Consumer Rights Act 2015.

"Contract" means the agreement between you and us which includes the Quotation, the Order, any Order Confirmation, these Conditions, and, where provided, the Guarantee and the Report, and which is created pursuant to condition 2.3.

"Delivery Address" means the address at which Goods are to be delivered and / or Works are to be performed, as set out on the Order.

"Design" means a design plan created by us as part of the Works.

"Estimated Start Date" means the estimated start date of the Works and / or the estimated delivery date of the Goods set out on the Order and as confirmed by the Order Confirmation.

"Force Majeure Event" means any act or event beyond a party's reasonable control, including without limitation strikes and other industrial action, riot, invasion, terrorist attack or threat of terrorist attack, war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.

"Guarantee" means a separate written guarantee that may be provided to you by us in respect of the Works if appropriate in the circumstances.

"Goods" means the goods (if any) detailed on the Order and / or such goods as are used for the performance of the Works.

"Order" means your order for Goods and / or Works.

"Order Confirmation" means our communication to you confirming acceptance of your Order.

"Price" means the price as set out in condition 5.1.

"Quotation" means a written price quotation for Goods and / or Works provided by us to you;

"Report" means an inspection report prepared for you by us, if requested and included in the Works;

"Timberwise" means Timberwise (UK) Limited (company number 03230356) whose principle place of business is at 1 Drake Mews, Gadbrook Park, Cheshire, CW9 7XF (VAT registration number 677 3391 96).

"we" "our" and "us" refers to Timberwise.

"Works" means the inspection, installation and/or other services set out on the Order and may also include the supply of Goods.

"you" and "your" refer to the person, company, partnership or other organisation whose details appear in the Order.

2 Quotations and Orders

2.1 Unless otherwise stated, our written Quotations expire 28 days after the date of issue. Dates and timescales in Orders and Quotations are subject to confirmation and may also be varied as set out below. Oral quotations are not binding on us.

2.2 By placing an Order with us, you are providing an offer and confirming your understanding that you will be obligated to pay the Price for the Goods and/or Services which are to be provided to you in accordance with the Order once we have confirmed your Order.

2.3 Placing an Order with us does not mean we have accepted your Order and by doing so you are making an offer to us for the purchase of Goods and / or Works. A Contract for the supply of Goods and / or Works shall be created once we accept your Order by sending you an Order Confirmation and or by commencing the Works and/or supplying the Goods set out in the Order and once any deposits due have been received in cleared funds.

2.4 On receipt of your Order if we are unable to supply you with the Works and / or Goods in your Order, we will inform you of this prior to sending the Order Confirmation and we will aim to suggest a suitable substitute, failing which we will not process your Order. If, due to some unforeseen circumstance, we are not able to provide you with the Works and / or Goods in your Order after we have confirmed the Order, we will aim to suggest a suitable substitute and/or method, failing which you will be entitled to terminate the order by sending us a completed Cancellation Notice and receive a full refund of any payment already made by you in accordance with the Order in relation to any Works and/or Goods not already provided to you.

2.5 Please note that our website and any other promotional materials issued by us are solely for the promotion of our Works and Goods in the UK.

2.6 The purchase of any Goods which are advertised on our website but are purchased through any third party website shall also be subject to the applicable terms and conditions of the operator of that third party website from time to time.

3 Cancellation and Change

3.1 Unless otherwise provided for in these Conditions, once a binding Contract has been formed it may only be amended by agreement between us and you recorded in writing and signed by a duly authorised representative of ours.

3.2 If you change or cancel your Order otherwise than is permitted under condition 2.4, condition 4, condition 11.5 condition 12.2 of these Conditions or without sending us a Cancellation Notice, or without our prior written consent, or if the Contract is otherwise cancelled due to your fault or breach, we reserve the right to recover from you any costs and / or losses that we suffer due to such change or cancellation (and we may retain all or part of any deposit which is necessary to cover such costs and losses). These costs and losses may include, without limitation, the cost of Goods purchased or manufactured to your Order, the non-refundable charges of any subcontractor, the costs of idle time and / or a charge of 20% of the Price if you cancel within 7 days of the Estimated Start Date of any Works (unless such cancellation is within your rights listed at condition 4, in which case condition 4 will apply).

3.3 If we terminate the Contract in accordance with these Conditions where you are not at fault, we will refund your deposit less any sums reasonably attributable to Goods already delivered and / or Works already supplied before cancellation and, if we are at fault, any foreseeable losses you have incurred.

3.4 We reserve the right to alter the Estimated Start Date, any timescale for performance of the Works or delivery of the Goods and / or the Price to take account of any change to your Order proposed or agreed to by you.

4 Distance Selling

4.1 If you placed your Order "at a distance" (without any face to face contact with us) you may have cancellation rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (the "Regulations").

4.2 Unless it relates solely to the supply of Goods (in which case see condition 4.3 below), you may cancel a Contract made at a distance at any time and for any reason by sending a Cancellation Notice during the 14 day period commencing on the day after the day on which we accept your Order (the "Cancellation

Period") and, subject to condition 4.4 (if relevant), receive a refund of all sums paid. However, if at your request the Estimated Start Date is during the Cancellation Period, and we start and complete the Works within the Cancellation Period, your right to cancel the Contract ends on the day that the Works are completed. If at your request the Estimated Start Date is during the Cancellation Period and we start the Works during the Cancellation Period but do not complete them, you may cancel the Contract at any time during the Cancellation Period, but we will be entitled to retain a proportion of sums you have paid to us which covers the Works that we have already undertaken.

4.3 You may cancel a Contract solely for the supply of Goods made at a distance at any time and for any reason by sending a Cancellation Notice during the 14 day period commencing on the day after the day on which the Goods are delivered to you and, subject to condition 4.4, receive a refund of all sums paid excluding our reasonable costs of collecting the Goods if we are required to do so. However, this right of cancellation does not extend to a Contract for bespoke Goods (i.e. Goods that have been manufactured or altered specifically for you to your specification). Bespoke Goods cannot be refunded unless they are faulty and/or do not conform with the specification set out in the Order and/or Order Confirmation. 4.4 If you cancel your Contract under conditions 4.2 or 4.3, you must retain possession of all Goods (if any) supplied to you, take reasonable care of them and return them to us at your own cost or we will deduct our reasonable costs incurred in collecting them from you from any refund of the sums paid by you. If you fail to take reasonable care of the Goods and / or return them to or allow them to be collected by us, you will be in breach of your statutory duty and may become liable for the cost of the Goods.

4.5 If you wish to exercise your right to cancel under this condition 4 you must complete and send a Cancellation Notice to us within the relevant time period. For the purpose of calculating the relevant cancellation period, if the last day of the relevant Cancellation Period is a Saturday, Sunday or UK public holiday, then the last day on which the Contract can be cancelled is the next working day after.

5 Price and Payment

5.1 The Price payable for Goods and Works shall be the price stated in the Quotation or if none shall be our published price in force at the time we confirm your Order. The Price excludes delivery costs which will be notified to you prior to the Order Confirmation and added to the total amount due. Our prices may change at any time, but price changes will not affect Orders that we have already confirmed with you. Unless otherwise stated, the Price shall include VAT. In the event that any Goods or Works are incorrectly priced, where the correct price is higher than the price stated we will contact you to tell you and wait for your instructions.

5.2 The Price must be paid in pounds sterling.

5.3 We accept payments for Goods and / or Works made by cheque made payable to 'Timberwise (UK) Limited', by cash in pounds sterling and by valid credit or debit card. Payment for Goods online may be made via Paypal with our prior consent. Payment for Works may be made by BACS transfer or Faster Payments transfer with our prior consent (please use the relevant invoice number(s) as a payment reference). Please contact us if you have a query relating to method of payment.

5.4 Details of any discounts or promotions which apply to your Contract shall be set out on the Quotation, Order and / or Order Confirmation.

5.5 The Price of Goods (when purchased separately from any Works) will be payable immediately upon receipt of the Order Confirmation or once the Order has been confirmed by us by any other method (including the supply of the Goods).

5.6 We reserve the right to charge the following deposits in respect of each Order for Works and will be under no obligation to perform the Works until the relevant deposit has been paid:

5.6.1 For any Order for Works, 40% of the Price, payment of which shall be taken on or must be paid on the date of the Order Confirmation. The balance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.10 If we are to provide a **Guarantee** in accordance with the **Order** or any part of it, we will not provide it

to you until you have paid the **Price** and all other sums due under the **Contract**. This does not affect your statutory rights to seek redress under the Consumer Rights Act 2015.

6 Performance

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

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

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

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

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

7 Ownership and Risk

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

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

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

8 Surveys and Reports

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

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

8.2 Prior to our inspection you must:

8.2.1 provide us with all information (and any related documentation) that might reasonably be considered to be relevant to the inspection and/or any **Report** or provision of design services. If upon arrival the inspector of the **Site** does not consider the **Site** to

meet the description and/or information provided by you, we may suspend our services until such time as the scope and fee for the inspection and **Report** and/or **Works** has been amended accordingly;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Design to you in accordance with the relevant **Contract**.

8.9 The **Report** or **Design** may not, without the prior written consent of one of our directors, be disclosed to or relied upon by any third party (except **your** professional advisers) or be used for any purpose other than the **Purpose**. Any use of or reliance on the **Report** or **Design** contrary to this condition 8 is made entirely at the risk of those parties involved and without liability on the part of **Timberwise**.

8.10 All intellectual property rights subsisting in the **Report** or **Design** shall be and remain vested solely in **us**, and we will grant an irrevocable, royalty-free licence for **you** to use the **Report** or **Design** for the **Purpose** in accordance with these **Conditions** provided full payment is received. The **Report** or **Design** may not be copied in whole or part without the prior written consent of one of our directors.

8.11 If **you** need to change the time scheduled for **your** inspection, please call **us** as soon as possible to arrange a rescheduled appointment. If **you** fail to provide **us** with access to the **Site** at the agreed time of the inspection with little or no prior notice, **we** reserve the right to charge **you** an additional fee to reflect **our** reasonable costs incurred as a result of such failure to provide access.

9 Your Obligations

9.1 In all cases **you** must:

9.1.1 ensure that **you** are entitled to carry out the **Works**, including in particular to party walls, and notify adjacent property owners and occupiers that vibrations may be caused to party walls and that all breakable items should be removed from such walls;

9.1.2 clear the area in which the **Works** are to be performed and ensure that, throughout the duration of the **Works**, **we** have unimpeded and uninterrupted access to that area;

9.1.3 obtain any and all permissions, licences, authorisations and consents which may be required for the performance of the **Works**;

9.1.4 perform all **Client Works** and all preparatory works required for the provision of the **Works** including but, not limited to, removing furnishings, carpets and other items;

9.1.5 provide sufficient supplies of electricity and water for the performance of the **Works** and notify **us** of the precise position of all wires, pipes and services set into walls and/or floors;

9.1.6 comply with all reasonable instructions given by **us** in relation to the safety and security of the **Delivery Address** and inform **us** of any actual or potential safety hazards (such as asbestos);

9.1.7 following provision of the **Works**, carry out all required additional works such as cleaning, decorating, tiling and carpeting;

9.1.8 following provision of the **Works**, perform all maintenance works required in relation to the **Goods** and / or **Works** in accordance with **our** instructions and operate the **Goods** in accordance with any instruction manuals provided; and

9.1.9 inform **us** as soon as reasonably possible of any defect or fault in the **Works** and / or **Goods**.

9.2 While we warrant that we will undertake the **Services** using reasonable skill and care, it is your responsibility to advise us of the precise 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

Thank you
for choosing

Timberwise