esp:home report



22 Harrison Gardens, Shandon
Edinburgh
EH11 1SQ
04/09/2026

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Single Survey

survey report on:

Property address	22 Harrison Gardens, Polwarth, Edinburgh, EH11 1SQ

Customer	Ms Claire Gillan

Customer address	

Prepared by	Graham + Sibbald

Date of inspection	21st August 2026

GRAHAM + SIBBALD

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 Property[1].

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 ticking 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 Codes 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 Report.[2]

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.

1.1 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 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 subject property comprises a main door flat within a four storey tenement block.
Accommodation	GROUND FLOOR - Entrance Hall, Living Room, Kitchen with Scullery off, 2 Bedrooms, Box Room and Bathroom with WC.
Gross internal floor area (m²)	101 m. sq. or thereby
Neighbourhood and location	The subjects are situated within the established residential area of Shandon lying to the west of Edinburgh City centre and being convenient for all local amenities.
Age	circa 1890
Weather	Dry and overcast.
Chimney stacks	**Visually inspected with the aid of binoculars where appropriate.** Pointed stone and rendered chimney stacks present.
Roofing including roof space	**Sloping roofs were visually inspected with the aid of binoculars where appropriate.** **Flat roofs were visually inspected from vantage points within the property and where safe and reasonable to do so from a 3m ladder externally.** **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.** **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.** The roof is timber pitched and overlaid in slates incorporating a flat

Roofing including roof space	central platform presumably clad in felt or similar.

Rainwater fittings	**Visually inspected with the aid of binoculars where appropriate.** Cast iron gutters and downpipes.

Main walls	**Visually inspected with the aid of binoculars where appropriate.** **Foundations and concealed parts were not exposed or inspected.** The main walls are built of traditional solid stone construction being pointed externally.

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.** The windows throughout are of a replacement uPVC double glazed type. The front access door is of a timber variety. There is a uPVC access door which provides access from the kitchen to the rear garden area.

External decorations	**Visually inspected.** PVC finishes to windows.

Conservatories / porches	None.

Communal areas	There is a communal entrance hall and stairwell secured by an entry phone system.

Garages and permanent outbuildings	None.

Outside areas and boundaries	**Visually inspected.** The property benefits from communal garden grounds to the rear of the block in addition to a private garden ground to the rear being defined by timber fencing. There is also a small private garden ground to the front elevation being defined by metal fencing.

Ceilings	**Visually inspected from floor level.** Plasterboard ceilings and lath and plaster ceilings.

Internal walls	**Visually inspected from floor level.** **Using a moisture meter, walls were randomly tested for dampness where considered appropriate.** Plastered on the hard and plasterboard lined.

Floors including sub floors	**Surfaces of exposed floors were visually inspected. No carpets or floor coverings were lifted.** **Sub-floor areas were inspected only to the extent visible from a readily accessible and unfixed hatch by way of an inverted "head and shoulders" inspection at the access point.** **Physical access to the sub floor area may be taken if the Surveyor deems it is safe and reasonable to do so, and subject to a minimum clearance of 1m between the underside of floor joists and the solum as determined from the access hatch.** The flooring throughout is of suspended timber construction being overlaid in fitted floor coverings.

Internal joinery and kitchen fittings	**Built-in cupboards were looked into but no stored items were moved.** **Kitchen units were visually inspected excluding appliances.** The skirtings and architraves are to timber panel design. The kitchen units are built to a range of wall and base type which provide adequate storage space and surface areas.

Chimney breasts and fireplaces	**Visually inspected.** **No testing of the flues or fittings was carried out.** There is a gas fire within the living room. Remaining former fireplaces have been blocked over.

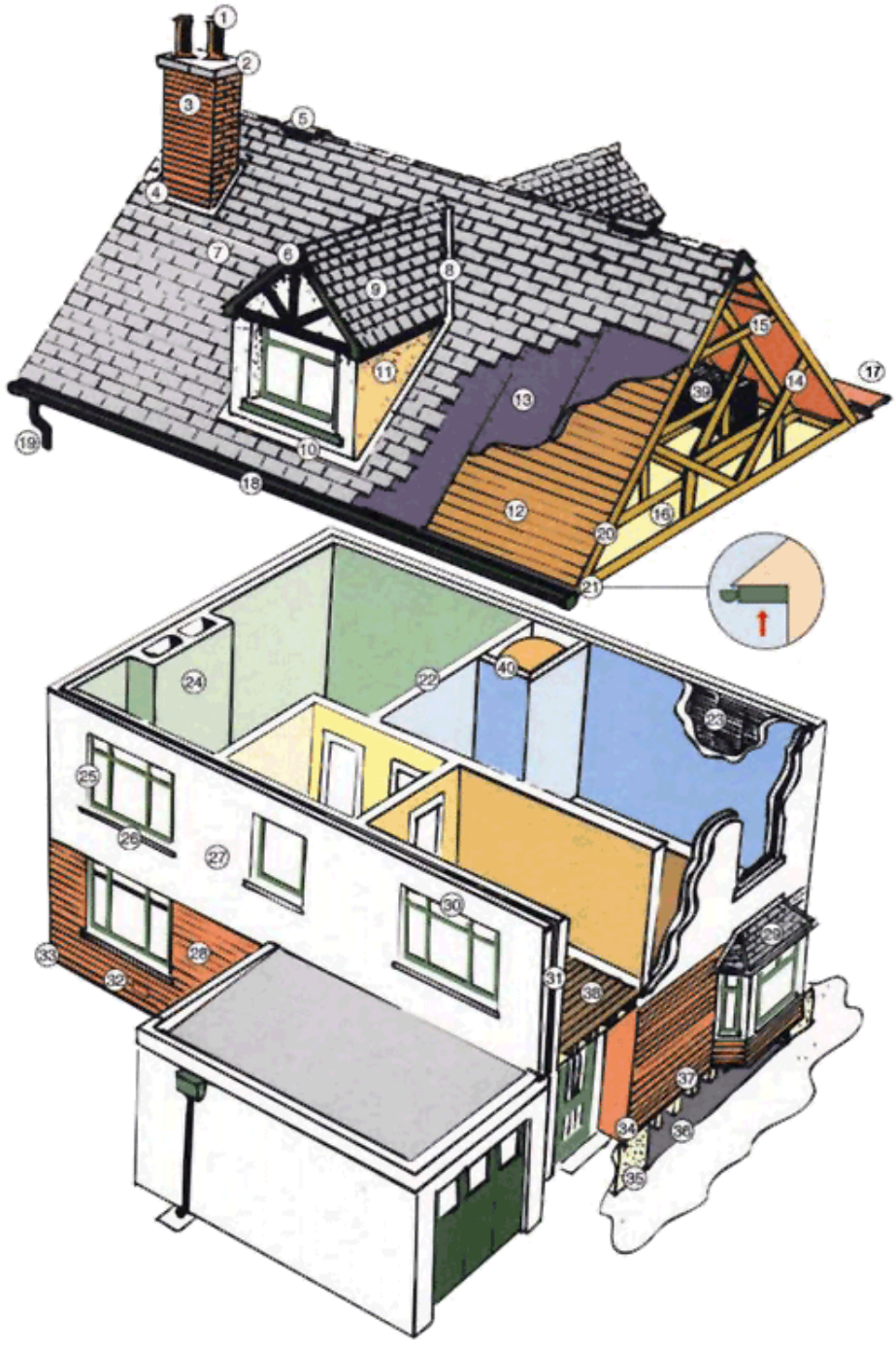
Internal decorations	**Visually inspected.** Painted and papered throughout.

Cellars	None.

Electricity	**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.** Mains supply.
Gas	**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.** Mains supply.
Water, plumbing, bathroom fittings	**Visual inspection of the accessible pipework, water tanks, cylinders and fittings without removing any insulation.** **No tests whatsoever were carried out to the system or appliances.** Water is believed to be direct from the mains. Plumbing, where seen, is of copper supply pipes and PVC waste pipes. Sanitary fittings comprise a 3 piece suite within the bathroom.
Heating and hot water	**Accessible parts of the system were visually inspected apart from communal systems, which were not inspected.** **No tests whatsoever were carried out to the system or appliances.** The property benefits from a gas fired central heating system serving steel panelled radiators with the combi boiler located within the scullery.
Drainage	**Drainage covers etc were not lifted.** **Neither drains nor drainage systems were tested.** Presumed to main public sewer.
Fire, smoke and burglar alarms	**Visually inspected.** **No tests whatsoever were carried out to the system or appliances.** New smoke alarm standards were introduced in Scotland in February 2022 and it is likely that some properties may require additional works to meet these standards. In instances where alarms are in place, no tests whatsoever have been carried out and we cannot confirm if the system complies with the most recent regulations. Any potential purchaser should satisfy themselves as to whether the current system meets with regulations or otherwise.

Any additional limits to inspection	**For flats / maisonettes** **Only the subject flat and internal communal areas giving access to the flat were inspected.** **If the roof space or under-building / basement is communal, reasonable and safe access is not always possible. If no inspection was possible, this will be stated. If no inspection was possible, the surveyor will assume that there are no defects that will have a material effect on the valuation.** **The building containing the flat, including any external communal areas, was visually inspected only to the extent that the surveyor is able to give an opinion on the general condition and standard of maintenance.** The property was fully furnished at the time of our inspection and the services were not tested. No access was obtained to sub-floor areas. No access was obtained to any roof void areas. No inspection of any flat roof covering. A restricted inspection was possible only of the roof and chimneys from ground level. Due to fitted carpets and floor coverings no detailed inspection was possible of the floor timbers and accordingly we cannot guarantee their soundness or otherwise. No inspection of any communal stairwell area was possible. No inspection for Japanese Knotweed was carried out and unless otherwise stated for the purpose of this report, it is assumed that there is no Japanese Knotweed within the boundaries of the property or neighbouring properties. Our inspection was restricted to the exposed and accessible surface fabric. It should be appreciated that the Home Report inspection is a non-disruptive visual inspection of the property as at the date of inspection and that we are unable to inspect parts of the property which are concealed or covered by floor coverings or contents in place at that time. Once vacant, defects may be apparent that could not be detected during our survey. Changing weather conditions can also affect aspects of the property which would not be apparent at the time of inspection. In a property of this age and type it is possible that there may be structural defects which are presently concealed by floor coverings, plasterwork etc, and in view of the problems noted there may be further latent defects in areas which are presently inaccessible.

Sectional Diagram showing elements of a typical house



1. Chimney pots
2. Coping stone
3. Chimney head
4. Flashing
5. Ridge ventilation
6. Ridge board
7. Slates / tiles
8. Valley guttering
9. Dormer projection
10. Dormer flashing
11. Dormer cheeks
12. Sarking
13. Roof felt
14. Trusses
15. Collar
16. Insulation
17. Parapet gutter
18. Eaves guttering
19. Rainwater downpipe
20. Verge boards /skews
21. Soffit boards
22. Partition wall
23. Lath / plaster
24. Chimney breast
25. Window pointing
26. Window sills
27. Rendering
28. Brickwork / pointing
29. Bay window projection
30. Lintels
31. Cavity walls / wall ties
32. Subfloor ventilator
33. Damp proof course
34. Base course
35. Foundations
36. Solum
37. Floor joists
38. Floorboards
39. Water tank
40. Hot water tank

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.

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	There is evidence of settlement in the building noted both internally and externally but this is not inconsistent with a property of this age and type and on the basis of a single inspection appears to be longstanding.

Dampness, rot and infestation	
Repair category	2
Notes	Isolated damp meter readings were obtained to the lower wall linings at ground floor level. It is recommended that a reputable timber/ damp specialist firm be employed to carry out a detailed inspection of the entire subjects and thereafter implement all necessary remedial works under cover of long term guarantee.

Chimney stacks	
Repair category	2
Notes	Weathering and defective pointing noted to chimney stacks. It should be appreciated that they are of an age where ongoing maintenance will be required, particularly to flashing details to ensure water tightness.

Roofing including roof space	
Repair category	1
Notes	We understand that the full roof structure was fully overhauled in 2017 including the renewal of the flat roof platform. As such, this is assumed to be in good order for its age. We recommend any documentation/guarantees pertaining to this be obtained. It should be appreciated that flat roof coverings have a limited life only and require above average maintenance. Any information as to its last renewal date should be obtained, if available.

Rainwater fittings	
Repair category	1
Notes	At the time of our inspection there was no evidence of damp staining/ water staining on wall surfaces which would indicate leakage. It should be noted that it was not raining at the time of our inspection.

Main walls	
Repair category	2
Notes	The stonework is weathered and attention is required to pointing. Repairs in this regard should be envisaged as part of an ongoing maintenance programme.

Windows, external doors and joinery	
Repair category	1
Notes	The window units are now in excess of 20 years old and as such, are now of an age and style where future upgrading should be anticipated and budgeted for. Windows can be problematic and over time the operation of the windows can be affected and opening mechanisms damaged. It is therefore likely that maintenance/ repair will be required as part of an ongoing maintenance programme. Double glazed windows may be prone to misting/interstitial condensation which can be more evident and can change in certain temperatures/weather conditions.

External decorations	
Repair category	1
Notes	The external decorations are generally in fair order. Regular repainting will be required if these areas are to be maintained in satisfactory condition.

Conservatories/porches	
Repair category	-
Notes	Not applicable.

Communal areas	
Repair category	-
Notes	No access was afforded to the common stair and as such we cannot comment on its condition or otherwise.

Garages and permanent outbuildings	
Repair category	-
Notes	Not applicable.

Outside areas and boundaries	
Repair category	2
Notes	Normal weathering noted to the masonry boundary wall within the communal garden ground. Ongoing maintenance should be anticipated. Mature trees will require professional maintenance. You should verify with your conveyancer the extent of the boundaries attaching to the property.

Ceilings	
Repair category	1
Notes	Within the limits of our inspection these generally appeared in fair condition consistent with age. During redecoration some plaster filling/repair may be required.

Internal walls	
Repair category	1
Notes	The internal walls are largely covered with decorative finishes. During routine redecoration some plaster filling may be necessary.

Floors including sub-floors	
Repair category	1
Notes	No significant defects noted within the limitations of the inspection.

Internal joinery and kitchen fittings	
Repair category	1
Notes	The internal joinery is generally in keeping with the age and type of property and appeared in good condition consistent with age. The kitchen units are of a modern type and appeared in good condition for their age and purpose.

Chimney breasts and fireplaces	
Repair category	1
Notes	The gas fire was not tested. A copy of servicing history documentation should be obtained prior to purchase. This is assumed to be in order. Remaining former fireplaces have been removed/blocked and we assume adequately vented.

Internal decorations	
Repair category	1
Notes	The property is generally in fresh decoration throughout.

Cellars	
Repair category	-
Notes	Not applicable.

Electricity	
Repair category	1
Notes	The electrical system within the property appeared of modern design, there being a circuit breaker type distribution board adjacent to the electricity meter. In addition visible cabling is of pvc type. It should be emphasised that the system was not tested at the time of our inspection. We understand the property was fully rewired in 2017.

Gas	
Repair category	1
Notes	In the interest of safety all gas appliances should be checked by a Gas Safe Registered Engineer.

Water, plumbing and bathroom fittings	
Repair category	1
Notes	The sanitary fittings are of modern style and type. It should be appreciated that concealed areas beneath and around baths and

Water, plumbing and bathroom fittings	
Repair category	1
Notes	shower trays could not be inspected. Water spillage in these areas can result in dampness/decay and no comment can be made on inaccessible areas.

Heating and hot water	
Repair category	1
Notes	A gas fired central heating system has been installed. This will require ongoing and regular servicing. We understand the boiler has been serviced annually since its installation. We recommend that any documentation or guarantees pertaining to this be obtained.

Drainage	
Repair category	1
Notes	The property is thought to be connected to a main sewer. There was no surface evidence to suggest the system is choked or leaking.

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	2
Chimney stacks	2
Roofing including roof space	1
Rainwater fittings	1
Main walls	2
Windows, external doors and joinery	1
External decorations	1
Conservatories/porches	-
Communal areas	-
Garages and permanent outbuildings	-
Outside areas and boundaries	2
Ceilings	1
Internal walls	1
Floors including sub-floors	1
Internal joinery and kitchen fittings	1
Chimney breasts and fireplaces	1
Internal decorations	1
Cellars	-
Electricity	1
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 Floor
2. Are there three steps or fewer to a main entrance door of the property?	Yes [X] No [ ]
3. Is there a lift to the main entrance door of the property?	Yes [ ] No [X]
4. Are all door openings greater than 750mm?	Yes [ ] No [X]
5. Is there a toilet on the same level as the living room and kitchen?	Yes [X] No [ ]
6. Is there a toilet on the same level as a bedroom?	Yes [X] No [ ]
7. Are all rooms on the same level with no internal steps or stairs?	Yes [X] No [ ]
8. Is there unrestricted parking within 25 metres of an entrance door to the building?	Yes [X] No [ ]

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

The valuation is made on the assumption that any alterations that may have been carried out to the property satisfy all relevant legislation and have full certification where appropriate. While not necessarily an exhaustive list, alterations noted at the time of our inspection include the relocation of the kitchen, the formation of the patio door within the kitchen to the rear garden area and the installation of replacement double glazing.

We are unaware of any adverse planning proposals affecting the subjects although this should be confirmed by obtaining a Property Enquiry Certificate.

Absolute ownership assumed. We are unaware of any easements, servitudes or rights of way which may adversely affect the property. This point should be confirmed by reference to the Title Deeds.

We assume that the carriageways etc. , ex adverso the subjects are the responsibility of the Local Authority. It is also assumed that any new access roads, footpaths etc. , will be private and will be brought up to adoption standards and liability thereafter will be shared according to use.

The subjects form part of a block of flats and it has been assumed that maintenance/ repair costs of the common parts of the building and external grounds will be shared on an equitable basis with the adjoining proprietors. It is therefore assumed that the costs of repairs detailed within this report which relate to these areas should be apportioned accordingly, although exact liability should be confirmed.

It is recommended that where repairs, defects or maintenance items have been identified, particularly categorised as a 2 or 3, interested parties make appropriate enquiries in order to satisfy themselves of potential costs and the extent of the works required prior to submitting a legal offer to purchase.

Estimated reinstatement cost for insurance purposes

It is assumed that insurance cover is obtainable on normal terms. The guidance figure is the estimate of costs for reinstating the subjects as at the date of inspection based on information provided by the Building Cost Information Service (BCIS). It is recommended that this figure is kept under regular review to ensure that you have adequate insurance cover. We are of the opinion that the subjects should be insured for buildings reinstatement purposes for a sum of not less than £460,000 (Four Hundred and Sixty Thousand Pounds Sterling).

Valuation and market comments

We are of the opinion that the market value of the subjects all as previously described and on a vacant possession basis would be fairly stated in the region of £475,000 (Four Hundred and Seventy Five Thousand Pounds Sterling).

Signed	Security Print Code [485361 = 7146] Electronically signed

Report author	Calum McKenzie

Single Survey

Company name	Graham + Sibbald

Address	40 Torphichen Street, Edinburgh, EH3 8JB

Date of report	26th August 2026

Mortgage Valuation Report

GRAHAM + SIBBALD

Property Address

Address	22 Harrison Gardens, Polwarth, Edinburgh, EH11 1SQ
Seller's Name	Ms Claire Gillan
Date of Inspection	21st August 2026

Property Details

Property Type
- [ ] House
- [ ] Bungalow
- [ ] Chalet
- [ ] Purpose built maisonette
- [ ] Coach
- [ ] Studio
- [ ] Converted maisonette
- [ ] Purpose built flat
- [ ] Converted flat
- [X] 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
- [X] 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 [X] No

Flats/Maisonettes only — Floor(s) on which located: Ground; No. of floors in block: 4; Lift provided? [ ] Yes [X] No; No. of units in block: 11

Approximate Year of Construction: 1890

Tenure

[X] Absolute Ownership [ ] Leasehold Ground rent £ [ ] Unexpired years [ ]

Accommodation

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

Gross Floor Area (excluding garages and outbuildings) 101 m^2 (Internal) [ ] m^2 (External)

Residential Element (greater than 40%) [X] Yes [ ] No

Garage / Parking / Outbuildings

[ ] Single garage [ ] Double garage [ ] Parking space [X] No garage / garage space / parking space

Available on site? [ ] Yes [ ] No

Permanent outbuildings:

None.

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Mortgage Valuation Report

Construction

Walls
- [ ] Brick
- [X] Stone
- [ ] Concrete
- [ ] Timber frame
- [ ] Solid
- [ ] Cavity
- [ ] Steel frame
- [ ] Concrete block
- [ ] Other (specify in General Remarks)

Roof
- [ ] Tile
- [X] Slate
- [ ] Asphalt
- [ ] Felt
- [ ] Lead
- [ ] Zinc
- [ ] Artificial slate
- [ ] Flat glass fibre
- [ ] Other (specify in General Remarks)

Special Risks

Has the property suffered structural movement? [X] Yes [ ] No

If Yes, is this recent or progressive? [ ] Yes [X] No

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

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

Service Connection

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
- [X] Mains
- [ ] Private
- [ ] None

Electricity
- [X] Mains
- [ ] Private
- [ ] None

Central Heating
- [X] Yes
- [ ] Partial
- [ ] None

Water
- [X] Mains
- [ ] Private
- [ ] None

Gas
- [X] Mains
- [ ] Private
- [ ] None

Brief description of Central Heating:

Gas fired boiler serving steel panelled radiators.

Site

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

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

Location

- [ ] Residential suburb
- [X] Residential within town / city
- [ ] Mixed residential / commercial
- [ ] Mainly commercial
- [ ] Commuter village
- [ ] Remote village
- [ ] Isolated rural property
- [ ] Other (specify in General Remarks)

Planning Issues

Has the property been extended / converted / altered? [X] Yes [ ] No

If Yes provide details in General Remarks.

Roads

- [X] Made up road
- [ ] Unmade road
- [ ] Partly completed new road
- [ ] Pedestrian access only
- [ ] Adopted
- [ ] Unadopted

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Mortgage Valuation Report

General Remarks

*Other accommodation: Box Room

At the time of inspection the property was found to be in fair order generally consistent with one of its age and type of construction with items of ongoing maintenance noted.

The valuation is made on the assumption that any alterations that may have been carried out to the property satisfy all relevant legislation and have full certification where appropriate. While not necessarily an exhaustive list, alterations noted at the time of our inspection include the relocation of the kitchen, the formation of the patio door within the kitchen to the rear garden area and the installation of replacement double glazing.

We are unaware of any adverse planning proposals affecting the subjects although this should be confirmed by obtaining a Property Enquiry Certificate.

Absolute ownership assumed. We are unaware of any easements, servitudes or rights of way which may adversely affect the property. This point should be confirmed by reference to the Title Deeds.

We assume that the carriageways etc. , ex adverso the subjects are the responsibility of the Local Authority. It is also assumed that any new access roads, footpaths etc. , will be private and will be brought up to adoption standards and liability thereafter will be shared according to use.

The subjects form part of a block of flats and it has been assumed that maintenance/ repair costs of the common parts of the building and external grounds will be shared on an equitable basis with the adjoining proprietors. It is therefore assumed that the costs of repairs detailed within this report which relate to these areas should be apportioned accordingly, although exact liability should be confirmed.

It is recommended that where repairs, defects or maintenance items have been identified, particularly categorised as a 2 or 3, interested parties make appropriate enquiries in order to satisfy themselves of potential costs and the extent of the works required prior to submitting a legal offer to purchase.

Essential Repairs

None.

Estimated cost of essential repairs £ ☐ Retention recommended? ☐ Yes ☐ No Amount £ ☐

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Mortgage Valuation Report

Comment on Mortgageability

In our opinion the property forms suitable security for loan purposes subject to the specific lender's criteria which may vary.

Valuations

Market value in present condition	£ £475,000
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)	£ £460,000
Is a reinspection necessary?	☐ Yes ☒ No

Buy To Let Cases

What is the reasonable range of monthly rental income for the property assuming a letting on a 6 month Short Assured Tenancy basis?	£
Is the property in an area where there is a steady demand for rented accommodation of this type?	☐ Yes ☐ No

Declaration

Signed	Security Print Code [485361 = 7146] Electronically signed by:-
Surveyor's name	Calum McKenzie
Professional qualifications	MRICS
Company name	Graham + Sibbald
Address	40 Torphichen Street, Edinburgh, EH3 8JB
Telephone	0131 225 1559
Fax	
Report date	26th August 2026

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Energy Performance Certificate (EPC)

Dwellings

Scotland

22 HARRISON GARDENS, POLWARTH, EDINBURGH, EH11 1SQ

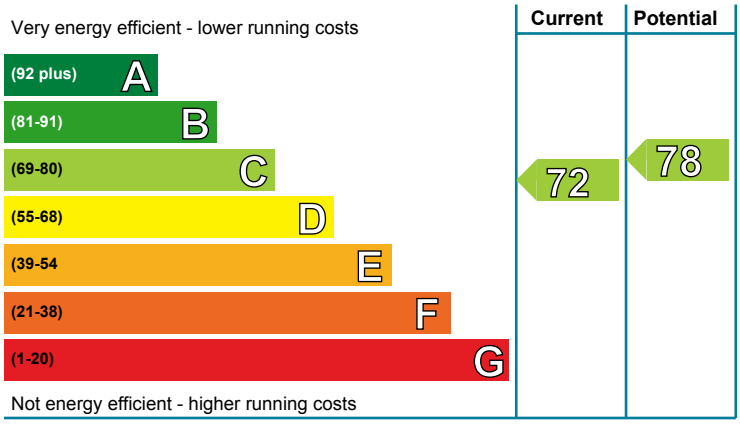
Dwelling type:	Ground-floor flat	**Reference number:**	6800-5491-0922-2028-1863
Date of assessment:	21 August 2026	**Type of assessment:**	RdSAP, existing dwelling
Date of certificate:	25 August 2026	**Approved Organisation:**	Elmhurst
Total floor area:	102 m²	**Main heating and fuel:**	Boiler and radiators, mains gas
Primary Energy Indicator:	188 kWh/m²/year		

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 CO_2 emissions by improving your home**

Estimated energy costs for your home for 3 years*	**£3,747**	See your recommendations report for more information
Over 3 years you could save*	**£984**	

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

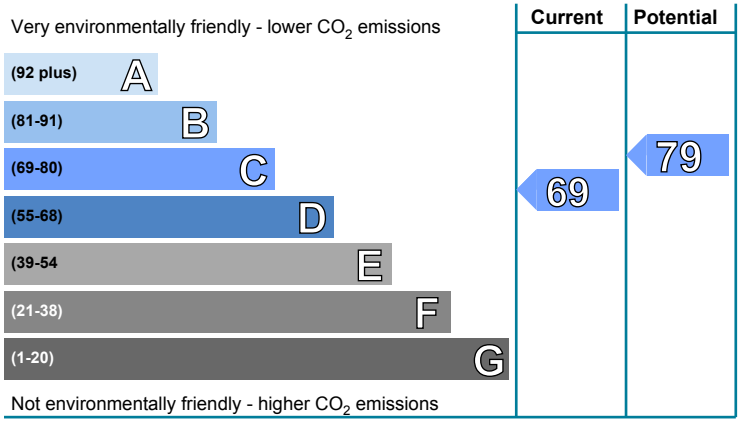


Energy Efficiency Rating

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 C (72)**. 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 (CO_2) Rating

This graph shows the effect of your home on the environment in terms of carbon dioxide (CO_2) emissions. The higher the rating, the less impact it has on the environment.

Your current rating is **band C (69)**

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	£564.00
2 Floor insulation (suspended floor)	£5,000 - £10,000	£420.00

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) Solid brick, as built, insulated (assumed)	★★☆☆☆ ★★★★☆	★★☆☆☆ ★★★★☆
Roof	(another dwelling above)	—	—
Floor	Suspended, no insulation (assumed)	—	—
Windows	Fully double glazed	★★★☆☆	★★★☆☆
Main heating	Boiler and radiators, mains gas	★★★★☆	★★★★☆
Main heating controls	Programmer, room thermostat and TRVs	★★★★☆	★★★★☆
Secondary heating	None	—	—
Hot water	From main system	★★★★☆	★★★★☆
Lighting	Good 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, CO_2 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 35 kg $CO_2/m^2/yr$.

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 3.5 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 1.1 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	£3,018 over 3 years	£2,034 over 3 years	You could save £984 over 3 years
Hot water	£525 over 3 years	£525 over 3 years	
Lighting	£204 over 3 years	£204 over 3 years	
Totals	**£3,747**	**£2,763**	

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	£188	C 76	C 75
2	Floor insulation (suspended floor)	£5,000 - £10,000	£140	C 78	C 79

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.

energy saving trust

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.

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)	12,225.52	N/A	N/A	N/A
Water heating (kWh per year)	2,425.96			

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. Calum McKenzie
Assessor membership number:	EES/025843
Company name/trading name:	Graham & Sibbald
Address:	40 Torphichen Street Edinburgh EH3 8JB
Phone number:	0131 225 1559
Email address:	edinburgh@g-s.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 greenerscotland.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

Greener Scotland
Scottish Government

Property Questionnaire

Property Address	22 Harrison Gardens, Shandon Edinburgh EH11 1SQ

Seller(s)	Ms Claire Gillan

Completion date of property questionnaire	20/08/2026

1 Length of ownership

How long have you owned the property?

9 years

2 Council tax

Which Council Tax band is your property in?

E

3 Parking

What are the arrangements for parking at your property?

(Please tick all that apply)

Garage	☐
Allocated parking space	☐
Driveway	☐
Shared parking	☐
On street	☑
Resident permit	☑
Metered parking	☑

Other (please specify)

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

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.(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)?

Yes

If you have answered yes, please describe below the changes which you have made:

Kitchen installed in what was originally a dining room. Permit for changing the use of a room obtained retrospectively by Edinburgh City Council.

(ii) Did you obtain planning permission, building warrant, completion certificate and other consents for this work?

Yes

If you have answered yes, the relevant documents will be needed by the purchaser and you should give them to your solicitor as soon as possible for checking.

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:

Myself.

b. Have you had replacement windows, doors, patio doors or double glazing installed in your property?

No

If you have answered yes, please answer the three questions below:

(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?

(iii) Please describe the changes made to the windows doors, or patio doors (with approximate dates when the work was completed):

Please give any guarantees which you received for this work to your solicitor or estate agent.

7 Central heating

a. 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).
Yes

If you have answered yes or partial — what kind of central heating is there?
(Examples: gas-fired, solid fuel, electric storage heating, gas warm air).
Gas fired

If you have answered yes, please answer the three questions below:

(i) When was your central heating system or partial central heating system installed?
Central heating installed before I owned the property but new boiler and radiators installed on purchase.

(ii) Do you have a maintenance contract for the central heating system?
Yes

If you have answered yes, please give details of the company with which you have a maintenance contract:
E-on next

(iii) When was your maintenance agreement last renewed?
(Please provide the month and year).
09/2025

8 Energy Performance Certificate

Does your property have an Energy Performance Certificate which is less than 10 years old?
Yes

9 Issues that may have affected your property

a. Has there been any storm, flood, fire or other structural damage to your property while you have owned it?
No

If you have answered yes, is the damage the subject of any outstanding insurance claim?

b. Are you aware of the existence of asbestos in your property?
No

If you have answered yes, please give details:

10 Services

Please tick which services are connected to your property and give details of the supplier:

Services	Connected	Supplier
Gas or liquid petroleum gas	☑	E-on Next
Water mains or private water supply	☑	Edinburgh City Council
Electricity	☑	E-on Next
Mains drainage	☑	Edinburgh City Council
Telephone	☐	
Cable TV or satellite	☑	Virgin Media
Broadband	☑	Virgin Media

b. Is there a septic tank system at your property?

No

(i) Do you have appropriate consents for the discharge from your septic tank?

(ii) Do you have a maintenance contract for your septic tank?

If you have answered yes, please give 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

If you have answered yes, please give details:

b. Is there a responsibility to contribute to repair and maintenance of the roof, common stairwell or other common areas?

Yes

If you have answered yes, please give details:

Repairs to communal areas covered jointly by all flats in building.

c. Has there been any major repair or replacement of any part of the roof during the time you have owned the property?

Yes

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

If you have answered yes, 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

If you have answered yes, 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
If you have answered yes, please give details:

12 Charges associated with your property

a. Is there a factor or property manager for your property?
No

b. Is there a common buildings insurance policy?
No
If you have answered yes, is the cost of the insurance included in your monthly/annual factor's charges?

c. 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.
Any repairs covered on an adhoc basis

13 Specialist works

a. 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?
No
If you have answered yes, 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.

b. As far as you are aware, has any preventative work for dry rot, wet rot, or damp ever been carried out to your property?
Yes
If you have answered yes, please give details:
Damp survey carried out when property purchased and based on recommendations from that a damp proofing course was applied to the bedrooms.

c. If you have answered yes to 13(a) or (b), do you have any guarantees relating to this work?
Yes
If you have answered yes, 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 please write below who has these documents 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., 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 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.
Guarantees are held by:
Myself.

14 Guarantees

a. Are there any guarantees or warranties for any of the following:
(i) Electrical work

Yes

(ii) Roofing

Yes

(iii) Central heating

Yes

(iv) National House Building Council (NHBC)

Don't know

(v) Damp course

Yes

(vi) Any other work or installations? (for example, cavity wall insulation, underpinning, indemnity policy)

No

b. If you have answered 'yes' or 'with title deeds', please give details of the work or installations to which the guarantee(s) relate(s):

(i) Electrical work

Electrical certificate provided by electricians after re-wiring of property completed after purchase.

(ii) Roofing

Roof of whole building replaced in 2017 during time I moved in to property. I believe there is a certificate of guarantee for the works but I do not have a copy of it.

(iii) Central heating

Boiler serviced annually and certified by engineer carrying out work.

(iv) National House Building Council (NHBC)

(v) Damp course

Guarantee issued by company which undertook the work, and a copy of same held by myself.

(vi) Any other work or installations? (for example, cavity wall insulation, underpinning, indemnity policy)

c. Are there any outstanding claims under any of the guarantees listed above?

No

If you have answered yes, please give details:

15 Boundaries

So far as your are aware, has any boundary of your property been moved in the last 10 years?

No

If you have answered yes, please give details:

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

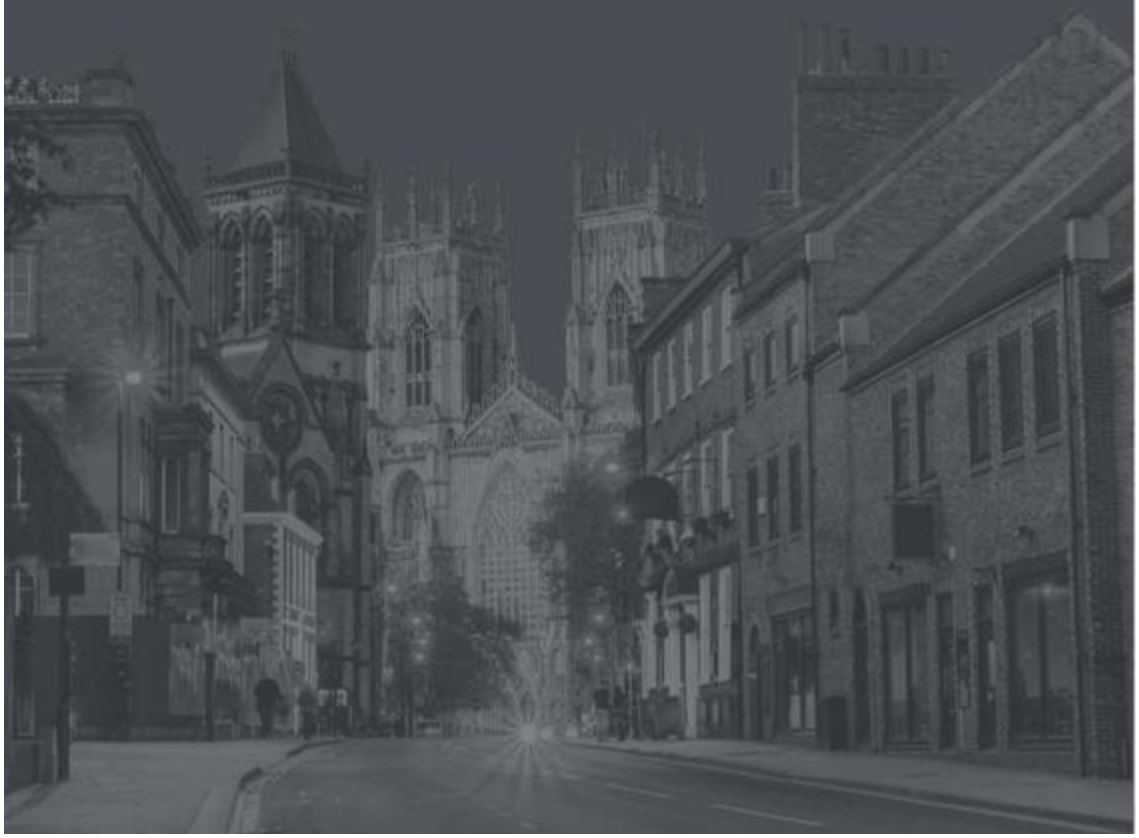
c. that requires you to do any maintenance, repairs or improvements to your property?

No

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.

Timberwise

Your Timberwise Survey



Blair Cadell Solicitors

Client Address:

Blair Cadell Solicitors

1-3 Harrison Gardens

EDINBURGH

EH11 1SJ

Report Date:

03 September 2026

Timberwise

Property Address:

22 Harrison Gardens

EDINBURGH
EH11 1SQ

Reference Number: SC28424-22 Harrison Gardens-JG

Inspection Date: 02 September 2026



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

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 & wet
Occupancy:	Occupied & furnished
Property Type:	Ground floor flat
Approx. property age:	1900
Construction:	Property is constructed from solid stone
Our inspection was restricted by:	• Furniture • Stored items • Fitted floor coverings • Dry linings

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 no obvious defects were noted at the time of the inspection.

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	as shown on our enclosed sketch plan	☑

Timberwise

Damp
Internal Observations

Element	Comment
Rising dampness	Moisture profiles were plotted on the walls with an electronic conductivity meter. The profiles recorded indicate an ongoing rising damp issue to the as shown on our enclosed sketch plan. 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. Due to the common stair render being in direct contact with the concrete floor, we believe damp is also bridging and therefore chemical injection would be ineffective, we have therefore allowed the installation of a dry wall membrane to the areas indicated on the enclosed sketch plan.

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.

Timberwise

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.

Removal and disposal of plaster

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.

Re-plastering to 3mm 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.

Install our wall membrane system as per the manufacturers specification up to the heights indicated in our report or detailed on our enclosed sketch plan. Our dry wall membrane system in this instance is designed to cope with capillary held moisture, i.e dampness in the wall structure. Our wall membrane system is an extruded membrane system with either 3mm or 8mm studs, which allow water vapour (dampness) to move in all directions across the whole of the wall and floor surfaces (where applied) thereby achieving damp pressure equalisation. Weak spots are therefore eliminated. A plastic webbing is welded on to the membrane, which allows the application of wall plaster as per the manufacturer's specification. 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 is detailed on the enclosed drawing.

Additional Observations:

Readings were obtained from the common stair wall within room rear left however, it is our understanding that works have been carried out and are under guarantee and therefore we can make no further comment.

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
- Furniture
- Stored items

Timberwise

Sketch



Timberwise

Quote

Property Address:
22 Harrison Gardens

EDINBURGH
EH11 1SQ

Client Address:
Blair Cadell Solicitors
1-3 Harrison Gardens
EDINBURGH
EH11 1SJ

Reference:
SC28424-22 Harrison Gardens-JG

Date of report:
03 September 2026

Detail of Works	Net	VAT	Total Price	Guarantee
3mm Mesh Membrane DryTek Plastering System	£1384.28	£276.86	£1661.14	10 years
Total	**£1384.28**	**£276.86**	**£1661.14**	



Timberwise (UK) Limited is an Introducer Appointed Representative (Financial Services Register No. 418778) of Phoenix Financial Consultants Limited (Phoenix). Phoenix is a credit broker, not a lender. Phoenix is authorised and regulated by the Financial Conduct Authority (FRN: 539195) and offers finance from its panel of lenders. All finance subject to status and credit checks.

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

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 £664.46 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 0131 278 3583
- **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 (26 Dublin St, Edinburgh, Scotland, EH3 6NN) together with this signed acceptance.

I/we confirm that I/we have read and agree with the attached Terms and Conditions, by accepting the works we acknowledge and understand our legal duties under the Building Safety Act 2022 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.

Timberwise

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.

Timberwise

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 removal of plaster 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.

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.

Building Safety Act 2022

Timberwise is committed to helping our customers meet the requirements of the Building Safety Act 2022. Under the Act, commercial clients - defined as the individual or organisation commissioning construction work - have non-delegable legal duties to ensure building safety and compliance with building regulations across all projects, not just higher-risk buildings.

Clients must make appropriate arrangements to plan, manage and monitor projects, allocate sufficient time and resources, and appoint competent Principal Designers and Principal Contractors in writing, taking reasonable steps to confirm their skills, knowledge and experience; if they fail to appoint them, the client assumes those roles. They must also provide relevant building information to designers and contractors, promote cooperation among project teams, and submit a signed declaration to building control confirming regulatory compliance upon completion.

For higher-risk buildings (generally those at least 18 metres or seven storeys with two or more residential units), additional responsibilities apply, including managing approvals through the Building Safety Regulator gateway process before construction and occupation, maintaining a digital “golden thread” of building safety information, checking whether key appointees have had serious safety sanctions in the previous five years, and ensuring systems exist for reporting significant safety risks such as structural or fire issues.

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.

Timberwise

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

Timberwise

Timberwise
SPECIALIST PROPERTY CARE & PRESERVATION

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 laleral 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.

Tel: 0800 99 11 00
Email: tekteam@timberwise.co.uk
Web: timberwise.co.uk

Timberwise
SPECIALIST PROPERTY CARE & PRESERVATION

WILL YOUR GUARANTEE BE WORTHLESS IN A FEW YEARS?

BE SURE - INSURE MAKE A GOOD DEAL BETTER!

FIRST THINGS FIRST, CHOOSING THE RIGHT CONTRACTOR



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

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

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

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

WHO ARE GPI?

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

PCA Property Care Association

GPI

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

THE 'LONG-TERM' PROBLEM

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

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

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

THE SOLUTION - AN INSURANCE BACKED GUARANTEE

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

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

Where the re-inspection report confirms defective works that would have been covered by the original contractors long term guarantee, GPI will meet the reasonable costs of remedial works that are required.

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

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

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

HOW DO I GET AN INSURANCE BACKED GUARANTEE?

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

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

COMPARISON - GPI IBG VS CONTRACTORS STAND ALONE OWN GUARANTEE ONLY

Insurance Protection covering: Damp Proofing, Timber Treatment, Wall Ties, Lateral Restraints and Structural Waterproofing	**GPI Insurance**	**Contractor Guarantee (only)**
Actual Insurance Period	**Up to 10 years**	Only for as long as the contractor is trading
Access to Financial Ombudsman Service	**Yes**	No
Insurance Certificate for **Each** Property	**Yes**	No
Recourse to the Financial Services Compensation Scheme	**Yes**	No
Protects against contractor ceasing to trade	**Yes**	No
Underwritten by a UK authorised and regulated insurance company	**Yes**	No

CONTACT US:

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

telephoning during office hours on 01292 268020 (option 5)

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

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

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

PCA Property Care ASSOCIATION

GPI A Kimmel Group Company

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Policy Summary

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

This Summary contains keyfacts® about Your Policy

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

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

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

Type of Insurance

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

Features and Benefits

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

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

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

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

Significant/Unusual Exclusions or Limitations

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

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

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

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

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

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

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

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

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

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

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

IMPORTANT INFORMATION

Your Right to Cancel

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

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

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

How to Make a Claim

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

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

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

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

Complaints

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

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

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

Financial Services Compensation Scheme

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

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

Other Important Information

Guarantee Protection Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our registered office is 14 Castle Street, Liverpool, L2 0NE. Incorporated in England & Wales No. 3326800.

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

The Law Applicable to the Policy

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

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

Timberwise
SPECIALIST PROPERTY CARE & PRESERVATION

Timberwise - We offer more than you think!



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

Air Quality
Condensation control
Mould eradication
Radon control
Ventilation

Damp proofing
Chemical damp proofing
Electro osmotic damp proofing
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

For a Survey Call or Click

0800 99 11 00
www.timberwise.co.uk

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

1 **Definitions**

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

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

2 **Quotations and Orders**

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

3 **Cancellation and Change**

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

4 **Distance Selling**

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

5 **Price and Payment**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6 **Performance**

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

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

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

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

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

7 **Ownership and Risk**

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

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

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

8 **Surveys and Reports**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9 **Your Obligations**

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

10 **Warranties**

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

11 **Liability**

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

12 **Termination**

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

13 **Data protection**

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

14 **General**

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

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

15 **Business Customers**

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

Cancellation Notice

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

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

To: Timberwise (UK) Limited

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

By fax: 01606 334748

By email: hq@timberwise.co.uk

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

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

Name of consumer(s):

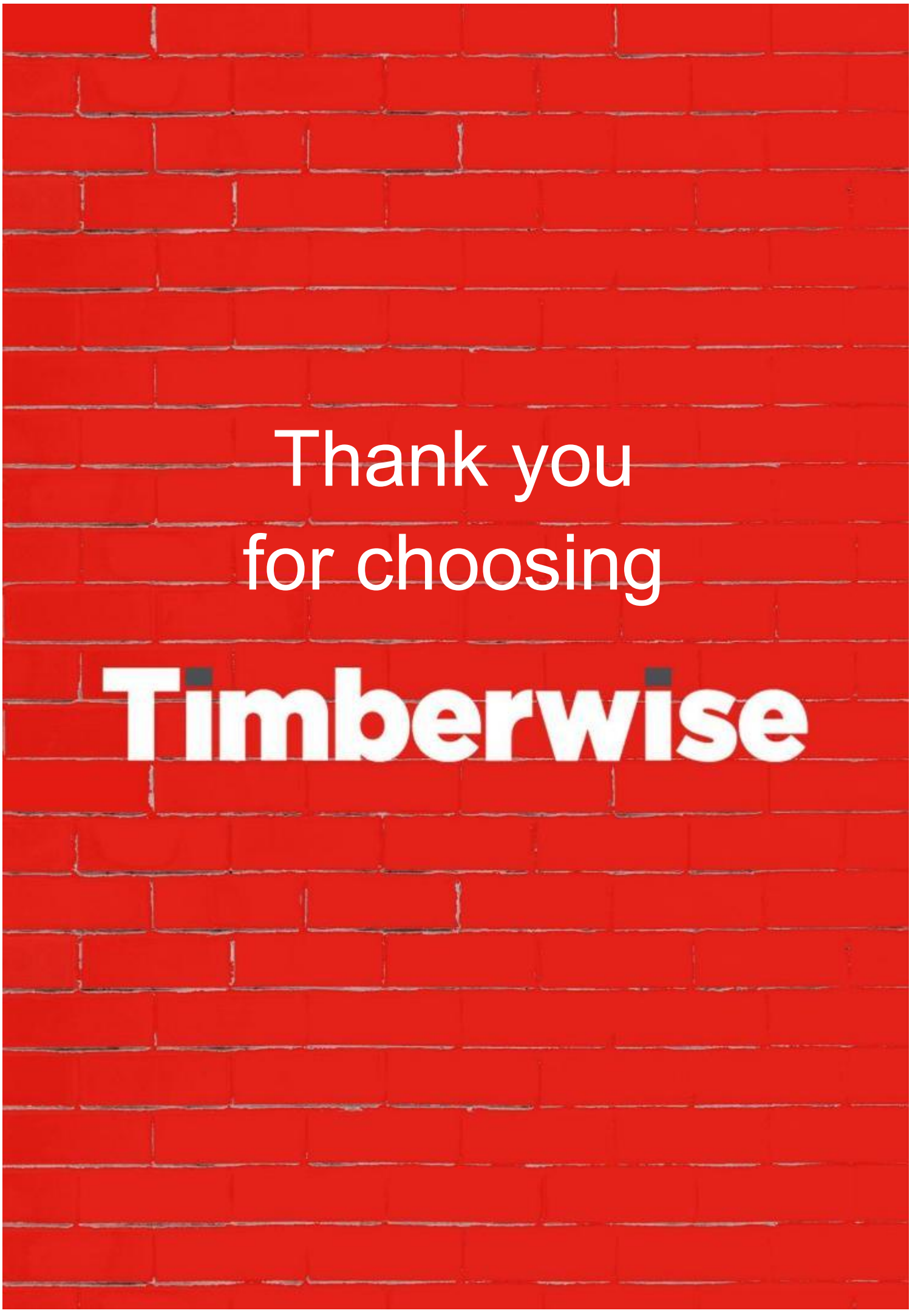
Address of consumer(s):

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

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

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

Date


Thank you
for choosing
Timberwise