

Amvale Damp Proofing Services

OUR TERMS & CONDITIONS

Before we can start any work on your project, we need you to accept the Terms & Conditions set out below. To do this, you will need to fill out the acceptance form at the bottom of this page.

1. General

When reading your report, please note that:

- a) The areas of your property that we have commented on in our report are those inspected in accordance with your instructions and we have not extended our inspection beyond the limitations of those instructions;
- b) Where any treatment has been recommended, unless otherwise stated, this is on the understanding that the specified area has not previously been treated and guaranteed by another contractor. If the area in question is covered by a guarantee, you should contact the company or person that issued that guarantee and they should carry out the works;
- c) We have only commented on the problems which were evident to our surveyor at the time of their visit;
- d) We have not commented in any general sense about the risk of fungal decay or any other defect not evident at the time of our survey or that may develop in future; and
- e) Where we have commented on any matters which are outside the scope of our survey, these comments should be regarded as helpful suggestions and not as a full and complete assessment of any problems that may exist.

2. Preparing your property for our technicians

Prior to the first day of our works, we expect that you will have made the necessary arrangements to prepare your property for our technicians. The nature of our works is considerably physical, necessitates the use of heavy machinery and the bringing onto site of heavy materials. Consequently, in instructing us, you agree that you will clear the working area of all fixtures, fittings and items to which any damage is possible. Further, you agree that if such items are left in the working and access areas, we will not be liable for any damage that occurs to these items. The areas in which work will be carried out are indicated in our Floor Plan; these areas and the access routes to them need to be completely clear before we arrive on site. In particular, the following items must be removed from the working area unless otherwise agreed in writing:

- a) All furniture;
- b) Carpets;
- c) Floor coverings (including laminate flooring);

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- d) Kitchen appliances (if present in the working area);
- e) Radiators
- f) Personal effects;
- g) Decorative fire surrounds and hearths, including those made of marble;
- h) Light switches, fixtures, shades, chandeliers, lamps or similar;
- i) Hanging decorations such as paintings, frames, mirrors, tapestries or similar; and
- j) Any other item of furniture or appliance that might cause an obstruction or may otherwise be damaged as a result of our works.

Any ceramic floor tiles, laminate flooring or similar that you do not remove, must be covered with sheets of hardboard to avoid damage. Please note that we cannot reimburse you for any items which you do not remove from the working area and which later become damaged as a result of the works. The removal of fixtures such as kitchen units, radiators, pipework and cables will normally be necessary before our works are carried out. Unless we have specified otherwise in our report, you should arrange for the removal of these items prior to our works commencing. Normally, the requirement for the removal of such items is mentioned in our report, but it can safely be assumed that any section of wall on which we need to carry out work will need to be stripped of its fixtures before work commences. If you are unsure about this, please contact us in good time.

3. Gas, electricity and water

In carrying out our survey, we have not assessed the condition of any gas, electrical or water services either inside or outside of the property. In providing our quotation, we assume that the service pipes and cables to and throughout the property accord with current building standards; our quotation does not include any costs relating to these services, unless otherwise specified.

During such works, damage to cables, pipes, installations and similar can occur. In accepting our quotation, you agree that the cost of any repair or replacement of pipes, cables, installations or similar which become damaged as part of our works will be charged to you. Further, where pipes, cables, installations or similar do not accord with current building standards or are otherwise defective, any and all costs of repair, replacement or upgrading these items will be paid for by you.

Where we mention or quote for any amendment, improvement or installation which uses the gas, electricity or water services in the property, this is given on the assumption that all services accord with current building standards. All such matters are subject to an inspection by a qualified contractor(s) and where the current services do not accord with current building standards, the additional cost of upgrading those services will be paid for by you.

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Where pipes and cables for services are not removed from any areas requiring treatments or works, we will not (unless otherwise agreed in writing) cover such works with any guarantee that we may issue.

4. Timescales

In accepting our quotation, you agree that any mention that we or our staff make of the time it might or will take to complete the contracted work should be regarded as a helpful indication and does not constitute (unless otherwise agreed in writing) a promise or guarantee that a project will be completed by a certain date or time. Further, you agree that we will not be liable for any loss (financial or otherwise) incurred by you or any other person as a result of our works taking longer or less time than that suggested.

Where any indication or suggestion of timescale is given by us or our staff, you agree that no reduction in the final bill will be made if the work is completed sooner or later than that indication.

5. Quotation

Our quotations are:

- a) Valid for three months from the date of its issue;
- b) Based on the assumption that the thickness of wall plasters requiring removal does not exceed 20mm. The thickness of wall plasters will be subject to measurement on site and, where the thickness of said plasters exceeds this amount, we reserve the right to increase our quotation to reflect the additional work required to remove them;
- c) Based on the assumption that no obstructions will be present at the time that our works are carried out (see paragraph 2.). Where obstructions are present at the time that our works are due to commence, we reserve the right to charge for any losses that we incur as a result of the delay;
- d) Based on the assumption that our works will proceed without delay and as soon as we arrive on site at the agree date and time;
- e) Based on the assumption that a 110v/240v power supply and clean water supply will be available to us on site throughout our works;
- f) Limited to the work that we have explicitly quoted for. During our works, where we notice that additional work is required, we will provide an additional report and quotation for your approval.
- g) Prepared for the benefit of you to understand the minimum cost that you will be liable to pay on the completion of the project. Where less work than that referred to in the quotation is required, a reduction to the figure in the quotation may be made, but at our sole discretion and any reduction will be calculated on a time and material cost basis only.

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h) Prepared in order for you to decide whether to instruct us to carry out works. In instructing us to carry out any works, you agree that you will be liable to pay the total amount listed in the quotation. Further, you agree that a full or more comprehensive breakdown of costs will not be provided, unless otherwise agreed by us.

6. Construction Design and Management Regulations 2015

In accordance with the Construction Design and Management regulations 2015, we must provide our technicians with access to a toilet and washing facilities. Unless otherwise instructed by you, we have assumed that staff will have access to use your facilities during the progress of the works. This avoids the necessity for alternative arrangements to be made, which may not be ideal on a domestic contract. Our technicians are responsible, trustworthy and will treat your facilities with the utmost respect as they would treat their own. However, if you are unable to provide access to your facilities, please let us know in advance and we will try to make other arrangements. However, if this cannot be done we may need to modify the quotation accordingly, to include the cost of a welfare unit/Portaloo. Contrary to the above, you must inform us when placing your order for work that these facilities will not be available.

7. Party Wall etc Act 1996

Please note that where any of our recommended works are to walls which fall within the definition of a party wall as per the Party Wall etc. Act 1996, you are required to obtain the consent of your neighbours prior to the start of any works. In addition, if your property is a listed building, you should obtain the necessary permissions before any works are carried out. If no notice in writing is provided to the contrary, we will assume that all necessary steps have been taken by you to comply with the law.

8. Local Authority requirements

Where planning permission or any other permission is required before any of our works commence, it is the responsibility of the client to obtain this. It is not our responsibility to draw your attention to the requirement for such permissions and any comments we make relating to this should be regarded as helpful prompting to you to seek the advice of an expert. Where any loss (financial or otherwise) arises to you or any other party as a result of the breach of or failure to obtain suitable permission to carry out our works, you agree that we will not be liable for said losses and that you will indemnify us to this effect.

9. Health and Safety

Should you instruct us to carry out any works, an additional Health and Safety Information Sheet can be supplied to you; the Sheet provides further information on how your safety will be ensured during the works. Should there be any issues with the property that our surveyor may not have been aware of during our inspection, you should make us aware before starting our works. Such issues could be anything related to the services such as gas and/or electrical. Except in some special circumstances, the treatment fluids used by us are aqueous. They are non-flammable,

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have low odour and low toxicity. All products used are approved and licensed by the Health & Safety Executive (HSE). It is, however, important to take normal precautions by refraining from entering treated areas during the course of treatments and for a period thereafter, as stated on the product safety data sheets which are available on request. Particular care must be taken to prevent access by children and animals. For the majority of our treatments re-entry is possible after a minimum period of 1 hour or when the timber surfaces are dry.

10. Asbestos and other substances harmful to health

Where central heating radiators are removed in advance of our works, their seals should be checked by a qualified asbestos technician as some can contain harmful asbestos. If Artex is present in areas where plaster is due to be removed or where vinyl floor tiles are installed, these may contain substances hazardous to health. A separate, qualified contractor must carry out tests on these materials prior to our arrival on site to ensure that they are safe to be disturbed. If we discover any materials which may contain asbestos during our works which was hidden prior to undertaking them, we may need to evacuate the site immediately to ensure the safety of our operatives. A charge may be incurred for any loss of time and/or profit in such an event and all materials will need to be tested before we proceed.

11. Dust, dirt, discolouration and disturbance

An inevitable and unavoidable consequence of any internal works is the creation of a considerable amount of dust and dirt. This is particularly the case where wall plaster is removed and applied, and where the drilling of internal walls takes place.

Though our Technicians will endeavour to carry out their work in as reasonably clean a manner as possible, it is inevitable that dirt and dust will still be present after the completion of the works. Where such works are carried out, it should be noted that dirt and dust can continue to settle for several days following the works, necessitating repeat cleaning throughout that time. We cannot be responsible for anything more than the reasonable tidying of the working area following the completion of our works.

For the avoidance of doubt, our responsibility will not extend to the cleaning of units, raised surfaces or any other item or surface in or close to the working areas which had not been covered by you in advance of the works. Any item or surface which had been covered by you and which also becomes affected by dust and dirt as a result of the works will similarly not be our responsibility to clean.

We can assist with the necessary cleaning following the completion of our works and can instruct a suitably qualified and insured cleaning service to carry out a deep clean. This will be charged at an extra cost. Whilst all reasonable care will be taken there is a slight risk of discolouration to ceilings etc. following timber treatments and no responsibility can be accepted should this occur.

The works may be unavoidably noisy, and our quotation assumes that the work will be carried out in normal working hours with no undue restrictions. Where our works involve the use of drilling machines which can cause vibration, we strongly suggest

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you remove any objects from the walls which may be loosened or damaged by such vibrations. It is also possible that existing plasterwork or render may be loosened if it is not well bonded to the brickwork. We will accept no responsibility for any claim for such damage due to these vibrations and we suggest that you notify the owners of any adjacent properties of our impending works.

12. Decoration

Wall plaster should be allowed to dry out before any permanent decoration is applied. Where we have inserted a chemical damp proof course, one coat of matt emulsion can be used on the walls as soon as it appears visibly dry. Where we have fitted a membrane onto any walls, these should not be punctured by any fixed units or pictures that are due to be hung. We would recommend contacting the office to discuss the fitting of any such items as it may void any guarantee that we have issued.

13. Payment and additional charges

In the absence of any special arrangement for payment between us and you, invoices will be rendered upon completion of the work and are payable either immediately or within 14 days of the date of issue of the invoice. **This only applies to account customers all other clients will be expected to pay 25% upfront costs and balance on completion.** When applicable, no guarantee will be issued until our account has been paid in full and all cheques cleared. Any additional banking charges incurred by us due to dishonoured cheques will be chargeable to the client, together with an administration cost. A charge of 10% of the full contract value plus VAT will be made if a job has been booked to commence and is delayed, postponed or cancelled by the client within 21 days of the commencement date. Any account that is not paid in full in accordance with our terms will be subject to the provisions set out in paragraph 13 of these terms. Where you are responsible for any delay or omission which breaches your responsibilities under these Terms & Conditions or elsewhere, you shall be responsible for any costs which are reasonably incurred by us or any other loss as a result of that act or omission. Such costs and losses can include, but are not limited to the following:

- a) The wages of idle staff;
- b) Travel expenses;
- c) Damaged or wasted materials;
- d) Lost business; and
- e) Lost profit.

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14. Arrangements for late or non-payment

Where payment is not made on or before the expiry of the period stipulated in section 10 above, the terms in this section will apply. Unless agreed otherwise in writing, a late payment charge will be added to our final invoice following the expiry of the payment deadline; this will be calculated accordingly:

Invoice value (before VAT)	Late payment fee (before VAT)
£0.00 – £1,000.00	£100.00
£1,001.00 – £5,000.00	£200.00
£5,001.00 – £10,000.00	£300.00
£10,001.00+	£400.00

In addition to the late payment fee, we will charge interest, to be calculated daily at a rate of 8% Per Annum plus VAT above the Bank of England's base rate for every full day following the expiry of the payment period stipulated in section 10 that the invoice is not settled. Where payment is not received, and we receive no confirmation from you that you intend to settle the bill, we will take steps to instruct the services of a reputable debt collection agency to recover our costs, plus any of the fees and interest charges from you. Further, we reserve the right to recover from you any agency fees, including any court or legal fees associated with the recovery.

15. Guarantee

Where we offer a Guarantee in our Survey Report, this is our Standard 30-year Contractors Guarantee.

Our guarantees:

- a) Do not necessarily apply to all the work that we carry out.
- b) Will only be issued following the account to which they relate being settled in full.
- c) Are only transferable with our consent.
- d) May be cancelled or withheld should the account to which they relate fall into arrears or default at any time.

16. Cases where the need for additional work is discovered

In the unfortunate event that, during our works, we discover that additional work is necessary, we will endeavour to consult you about the additional time and cost implications before proceeding. This is sometimes not possible if you are not contactable when we are due to proceed with the works. A non-exhaustive series of examples of the circumstances in which this can arise are provided below:

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a) If we are removing wall plasters as part of our works, we will need to ensure that the surface beneath the plaster is suitable for replastering. If it is the case that the surface beneath the old plaster is coated with gloss paint, this must be removed before new plaster is applied. We can arrange to do this for an additional cost;

b) Where moisture has entered into a building due to rising or penetrating damp, it is possible that fungal decay, which would weaken structural timbers, may be present and hidden behind wall plaster and skirting boards.

c) Where plaster is thicker than anticipated, we have to then dispose of additional materials and increase the amount of materials used for the work as well as additional labour. In this instance it is not practical for us to halt working to inform the client of any additional charges, we will of course endeavour to do this however if it is not possible we will proceed as normal.

d) Solid floor removals can sometimes be hindered if they are reinforced with steel, our quotation to remove a solid floor is always based upon the assumption that no steel is submerged in the floor. If this is discovered once work commences we will have to adjust our quotation to accommodate the extra labour.

In any event and whether we consult you or not, in accepting these terms, you authorise us to carry out additional work to the value of £200.00 plus VAT or 10% of the total contract value plus VAT where the need for any additional work is discovered.

17. Changes to the original work design

In the event that, during our works, our technicians determine that a different system than the one originally proposed will benefit the property and provide a more effective solution to the identified defects, this will be changed without further notice to you. Any changes in accordance with this paragraph will not be subject to a reduction in the price of our works, though any increase in price will be reported to you before the works are carried out in accordance with Paragraph 15. Of course, any changes to the system which will result in a noticeable difference to the internal decoration of the property will be raised with you first to ensure that you are content with the new design.

18. Timber flooring

Where we install or replace timber flooring such as joists or floorboards, these have a tendency to expand, contract and settle depending on their daily usage and what climate they sit in; this can lead to occasional creaking. In such cases, creaking is not uncommon and, in accepting our terms, you agree that we are not accountable, if this occurs.

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19. Itemisation of quotations, estimates or invoices

You agree that we are not obliged to provide an itemised quotation, estimate or invoice to you and that the provision of the same is purely at our discretion. Further, where we provide an itemised quotation or estimate, prices are given on the assumption that all of the proposed works are to be carried out and may be subject to revision if only part of the proposal is accepted.

20. Refuse Removal

By accepting these terms, you agree to provide skips for the removal of debris and plaster, timber etc. on commencement of works.

21. Cancellation

You have the right to cancel a contract made during a visit to your premises by any Home Repair Service Provider for a period of 14 days after agreeing to the contract. There are some exceptions to this which are described below;

- a) Contracts for less than £42
- b) Contracts for New builds or Full Building Conversions
- c) Contracts where you have requested visit to an urgent repair.
- d) Contracts for less than £170 that are carried out immediately.
- e) Where you have requested a visit for an urgent repair.

22. Cooling Off Period

If cancellation takes place during the cooling off period, then any goods or services that have been supplied or carried out to-date must be paid for.

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Amvale Damp Proofing Services is part of Amvale Limited, a company registered in England under registration number 1922352. Registered Office: Unit 1D Southpark Industrial Estate, Birkdale Road, Scunthorpe, DN17 2AU. Accounts: (01724) 877 155 ~ Bookings: 07782 515 109

Customer Order

Address of property where work is to be carried out.

Description of service required:

Estimated Total Price: _____

Additional charges, conditions, time limits or other known constraints.

I/We hereby agree that I/we wish to commence with the contract described above with immediate effect.

I/we accept that if I/we need to cancel within the cancellation period, that I/we will be liable for any monies owed for services or goods supplied up-to the date of cancellation.

Order accepted by: _____ (Signature)

On this day: _____(Date)