



## STERLING PRESERVATION

### Terms and Conditions of Contract

- Sterling Preservation Damp & Timber Surveying - Our quotation is valid for ninety days from the date of issue, after which time we reserve the right to withdraw our offer or amend accordingly. **Note:** 25% deposit is required prior to commencement of works unless a previously agreed credit agreement is in place.
- Acceptance of our quotation means that you agree to our Terms and conditions of Sale together with the conditions of guarantee unless specifically agreed in writing to the contrary.
- Invoices will be paid in full within seven days of the date of issue unless a separate credit agreement has been arranged between the two parties. Failure to make payment within seven days will incur an additional levy of 1% of the net figure per day thereafter until payment is received in full, including the additional levy when applicable. If work extends over a two week period, or the value of the work exceeds £1,000.00, interim invoices may be issued for stage payments. The Guarantee will only be issued on receipt of payment in full. If we reasonably incur third party costs, such as tracing or debt collection agency costs, or seek to take legal proceedings to enforce our rights as a result of your breach of this Contract – included but not limited to – recovery of any sums due, you will reimburse us such reasonable agency costs or legal costs incurred on an indemnity basis.
- Our reports are prepared on the available visible evidence at the time of the survey. Where further investigation is required, this will only be carried out on your instruction and by arrangement. We cannot be held responsible for work to any part of the building which is not readily visible at the time of the survey or if we were not specifically instructed to inspect it.
- Whilst every effort is made to ensure that our specification and quotation is correct, we reserve the right to modify our work on site when unforeseen circumstances arise. In this event, we shall inform you and seek agreement to our proposed new course of action. This may involve additional costs. On receipt of your instruction to proceed, any cost variation will then form part of the contract and the account will be adjusted accordingly.
- As a responsible remedial contractor having access to your property, or a property under your control, we have a Duty of Care both in the preparation of our report and during our work on site, thus you will be advised in writing when such items come to our attention although they may not necessarily be part of our offer. The scope of our offer is clearly stated in the section of our report letter under QUOTATION. We cannot be held responsible for non-observance of matters brought to your attention in this way.
- The advice and recommendations given in our report are intended to inform you of our proposals and are for the exclusive use of our company and personnel in carrying out the work. We cannot accept liability for any claims arising should other parties make use of the information contained therein.
- Unless specifically stated, our quotations do not include for special protection, removal, storage, re-siting or re-fixing of any garden furniture or equipment, trellises, plants or shrubs, light fittings, electrical cables, conduits, pipes, switchgear or the like. It will be necessary for you to make your own separate arrangements in this regard and to effect the necessary insurance cover where appropriate.
- Whilst we carry suitable and sufficient Public Liability and Employer's Liability Insurance for our workforce and equipment, it will be your responsibility to have adequate insurance cover recognising the type of work proposed as regards your property and your public liability responsibilities.
- We take every care to minimise disturbance and damage during our work but there is always a risk that problems may occur, thus all treatments are carried out at your own risk insofar as they affect the following:  
Structural collapse of the building due to poor design, undersized structural members, actions of others outside our control etc.  
Collapse or damage of insecure brickwork, stonework, any plaster finish, rendering etc.  
Discolouration and bleeding through decorations.  
Other parts of the building as reasonably applicable in consideration of the work being undertaken.
- Unless specifically agreed otherwise, waste materials from our work will be set aside in an agreed suitable place on site for disposal by others.
- There are a number of GENERAL items we are obliged to bring to your attention:
- Any Health & Safety legislation, protection, signing etc., applies equally to you, your advisor, your customer, your builder or any other persons as applicable under your control. All our site operatives carry copies of HSE requirements applicable to the product being used; these can be inspected on request. There will inevitably be some disruption and accident risk to inhabitants of the property and you must be aware of this.
- All unprotected persons, and in particular those considered to have health problems or the possibility of an allergic reaction to dust or chemicals and all food, animals, pets, plants etc., must be kept away from the treatment area during the work or until the safety period expires and all building works are completed.
- Power tools used for drilling etc., are noisy.
- You should always notify your neighbours, particularly where work near to a party wall is proposed, as drilling causes noise and vibration. Breakable items must be removed from contact with both sides of the party wall. (See notes on Party Wall Act in main report.)
- No naked flames or open fires are permitted in the area of the works.
- CCA treated timber is not to be used after 30<sup>th</sup> June 2004. Pressure treated timber suitable for fungal/insect/ decay repairs in accordance with British Standards or the BWPDA Manual is to be used.
- Specified remedial works carried out by our operatives are usually covered by a Guarantee based on the recommendations we made and the instructions received from you. Provided you or your successor advise us in writing that there is a change of ownership, we will, upon payment of an administration fee payable at the time of the request, issue an amended guarantee certificate, recognising the new owner as having the benefit of the residual term of the guarantee period, provided that the original report, quotation, invoice and guarantee are passed on. We require these documents to enable us to respond to any claim. Photocopies will not be accepted. If you require a re-inspection of completed work because you are considering a claim against the guarantee, we reserve the right to make a reasonable charge (applicable at the time) for the service. If a valid claim is subsequently established this fee will be refunded.
- You /your successor are responsible for keeping the building in full and proper repair to prevent the ingress of water into the fabric of the structure or the Guarantee will become void. You /your successor are responsible for keeping the timber within the property free from infestation by the avoidance of introducing subsequently any infested item of furniture.