



Home Report

One triangle, all angles covered

RESIDENTIAL / COMMERCIAL / PROPERTY & CONSTRUCTION

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Scottish Single Survey

Single Survey

survey report on:

Property address	30 Campie Road Musselburgh EH21 6QG
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Customer	Lawrence Anderson
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Customer address	30 Campie Road Musselburgh EH21 6QG
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Prepared by	Shepherd Chartered Surveyors
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Date of inspection	30/01/2024
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PART 1 - GENERAL

1.1 THE SURVEYORS

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

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

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

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

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

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



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

1.2 THE REPORT

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

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

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

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

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

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

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

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

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

1.3 LIABILITY

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

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

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

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

1.4 GENERIC MORTGAGE VALUATION REPORT

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

1.5 TRANSCRIPT MORTGAGE VALUATION FOR LENDING PURPOSES

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

1.6 INTELLECTUAL PROPERTY

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

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

they assign the same to any other party in writing.

1.7 PAYMENT

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

1.8 CANCELLATION

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

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

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

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

1.9 PRECEDENCE

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

1.10 DEFINITIONS

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

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

PART 2 - DESCRIPTION OF THE REPORT

2.1 THE SERVICE

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

2.2 THE INSPECTION

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

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

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

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

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

2.3 THE REPORT

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

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

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

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

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

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

2.4 SERVICES

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

2.5 ACCESSIBILITY

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

2.6 ENERGY REPORT

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

2.7 VALUATION AND CONVEYANCER ISSUES

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

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

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

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communal grounds, parking areas, and other facilities;

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

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

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

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

Single Survey

1. Information and scope of inspection

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

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

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

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

Description	The subjects comprise an extended two storey plus attic mid terraced villa. At date of inspection the property was owner occupied, fully furnished and had floor coverings in situ.
Accommodation	GROUND FLOOR: Entrance Vestibule, Entrance Hallway, Living Room, Kitchen/Breakfast Room, Utility Room and Conservatory. There is a separate granny flat with Kitchen/Bedroom and Bathroom with WC. FIRST FLOOR: Four Bedrooms and Shower Room with WC. SECOND FLOOR: Kitchen, Sitting Room, Bedroom and Bathroom with WC.
Gross internal floor area (m²)	The gross internal floor area extends to 229 sq. m or thereby (including the conservatory).
Neighbourhood and location	The subjects are located within the town of Musselburgh, where surrounding properties are of mixed design, vintage and character. Adequate local shopping, educational and transport facilities are available. The subjects are understood to be B Listed and lie within the Musselburgh conservation area.
Age	Circa 1900 with later additions.
Weather	Dry and bright.

Single Survey

Chimney stacks	<p>Visually inspected with the aid of binoculars where appropriate.</p> <p>Chimney stacks serve the property in brick construction, pointed externally incorporating clay pots set in cement haunchings. The stacks are lead ragged into the surrounding roofing work and a television aerial was noted to be attached.</p>
Roofing including roof space	<p>Sloping roofs were visually inspected with the aid of binoculars where appropriate.</p> <p>Roof spaces were visually inspected and were entered where there was safe and reasonable access, normally defined as being from a 3m ladder within the property.</p> <p>If this is not possible, then physical access to the roof space may be taken by other means if the Surveyor deems it safe and reasonable to do so.</p> <p>The roof has a pitched profile overlaid in slater work under metal and tiled ridges. Ventilation slates were noted to have been inserted and the roof detail also includes stone skews. There is decorative timberwork to the front elevation. There are solar panels to the rear elevation and the attic bedroom houses the inverter mechanism for the panels.</p> <p>Access to the roof void was gained via a hatch formed at the second floor kitchen ceiling. Where visible to us, the roof is of timber framed design overlaid in sarking board and incorporates a bituminous style underlay. The space between the joists was noted to be insulated and partial flooring was noted. The fire walls are to brick construction.</p>
Rainwater fittings	<p>Visually inspected with the aid of binoculars where appropriate.</p> <p>Rainwater goods fitted to the main eaves are to a mixture of cast iron and PVC design with cast iron and PVC downpipes also noted.</p>
Main walls	<p>Visually inspected with the aid of binoculars where appropriate.</p> <p>Foundations and concealed parts were not exposed or inspected.</p> <p>The main walls have stonework pointed/faced to the front elevation with the remaining elevations being to brickwork pointed.</p>

Single Survey

Windows, external doors and joinery	<p>Internal and external doors were opened and closed where keys were available.</p> <p>Random windows were opened and closed where possible.</p> <p>Doors and windows were not forced open.</p> <p>Windows are to timber framed single glazed sash and case design and Velux roof lights were noted.</p> <p>Access to the subject property is via an entrance door of timber panel and this door is lockable. There is an inner door of timber panel design incorporating a glazed insert and again this door is lockable. PVC French doors give access to the rear garden from the conservatory and there is a further rear access door from the granny flat of timber double glazed design and this door is lockable.</p>
External decorations	<p>Visually inspected.</p> <p>External decorations are to painter work and PVC powder coatings.</p>
Conservatories / porches	<p>Visually inspected.</p> <p>There is a conservatory to the rear elevation of timber double glazed design under a pitched and slated roof.</p>
Communal areas	N/A
Garages and permanent outbuildings	<p>There is no garage or space for the construction of one, nor any permanent outbuildings believed to pertain to the subject property.</p> <p>Car parking is on street and generally unrestricted.</p>
Outside areas and boundaries	<p>Visually inspected.</p> <p>There are garden grounds serving the subject property to the front and rear elevations with boundaries being to a mixture of stone and brick walling. Gardens are laid to a mixture of artificial lawn, paving, chippings and plantings.</p>

Ceilings	<p>Visually inspected from floor level.</p> <p>Ceilings are to a mixture of plasterboard and lath and plaster with decorative centre rose and coving noted to some rooms.</p> <p>There are varying ceiling heights, recessed spotlights and partial coombing was noted.</p>
Internal walls	<p>Visually inspected from floor level.</p> <p>Using a moisture meter, walls were randomly tested for dampness where considered appropriate.</p> <p>Internal faces of external walls and internal separating walls are to a mixture of plaster on the hard, probably brick, lath and plaster and plasterboard lining.</p>
Floors including sub floors	<p>Surfaces of exposed floors were visually inspected. No carpets or floor coverings were lifted.</p> <p>Flooring throughout appears to be to a mixture of suspended timber overlaid in boarding and solid screed. Our ability to accurately assess the condition of flooring was significantly restricted due to the presence of fitted floor coverings in situ and our report should be read in this context.</p> <p>No access was available to any sub-floor areas.</p>
Internal joinery and kitchen fittings	<p>Built-in cupboards were looked into but no stored items were moved.</p> <p>Kitchen units were visually inspected excluding appliances.</p> <p>Skirtings and architraves are to painted and stained timber. Internal doors are to timber panel design with some incorporating glazed inserts.</p> <p>Kitchen units are to a range of built in wall and base fittings and incorporate a mixture of stainless steel and ceramic sink units, oven and hob and the kitchen is plumbed for a washing machine. The utility room is plumbed for a washing machine and has a Belfast sink unit.</p> <p>Stairs serving as access from ground floor to upper floors are to timber return design incorporating a timber hand rail and timber balustrade.</p>

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Chimney breasts and fireplaces	Visually inspected. No testing of the flues or fittings was carried out. There are several decorative fireplaces within the subject property ventilated to open flues.
Internal decorations	Visually inspected. Internal decorations are to painter work, paper work and tile work.
Cellars	N/A
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. The meter and fuse board are wall mounted to a built in cupboard to the kitchen. Where visible, the system serves square pin socket outlets with PVC sheath cabling. Additionally, the solar panels on the roof provide a source of electricity.
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. There is a mains gas supply serving the subject property with the meter externally housed to a PVC casing to the rear elevation.

<p>Water, plumbing, bathroom fittings</p>	<p>Visual inspection of the accessible pipework, water tanks, cylinders and fittings without removing any insulation.</p> <p>No tests whatsoever were carried out to the system or appliances.</p> <p>Water is believed to be direct from the mains. The plumbing work, where visible, is to copper supply pipes and PVC waste pipes.</p> <p>The bathroom fittings comprise a three piece white suite at ground floor, two piece suite plus shower tray and mixer shower over at first floor and a three piece white suite at second floor.</p>
<p>Heating and hot water</p>	<p>Visual inspection of the accessible pipework, water tanks, cylinders and fittings without removing any insulation.</p> <p>No tests whatsoever were carried out to the system or appliances.</p> <p>The property has a gas fired central heating system with the boilers wall mounted to the utility room and kitchen at second floor. The boilers are also understood to provide the hot water.</p>
<p>Drainage</p>	<p>Drainage covers etc. were not lifted.</p> <p>Neither drains nor drainage systems were tested.</p> <p>Drainage is understood to be connected to the main public sewer which is adopted by the Local Authority.</p>
<p>Fire, smoke and burglar alarms</p>	<p>Visually inspected.</p> <p>No tests whatsoever were carried out to the system or appliances.</p> <p>All Scottish homes require a smoke alarm to be installed in the room most frequently used for living purposes and in every circulation space on each floor. A heat alarm also needs to be installed in each kitchen. The alarms need to be ceiling mounted and interlinked. Where there is a carbon-fuelled appliance such as a boiler, open fire or wood burner, a carbon monoxide detector is also required. We have not assessed or tested any existing equipment and it is the purchasers responsibility to confirm that the property will comply with these standards following a change of ownership.</p>

Any additional limits to inspection

An inspection for Japanese Knotweed was not carried out. This is a plant which is subject to control regulation, is considered to be invasive and one which can render a property unsuitable for some mortgage lenders. It is therefore assumed that there is no Japanese Knotweed within the boundaries of the property or its neighbouring property. Identification of Japanese Knotweed is best undertaken by a specialist contractor.

The property was fully furnished and had fitted floor coverings, therefore no detailed inspection was possible of the floors and accordingly, no comment can be made on their condition. Internal cupboards were generally filled with storage items. No access was available beneath sanitary or kitchen fittings.

Windows and external doors were not all fully opened or tested.

No access was available to any sub-floor areas.

Full and safe access was not available to the roof void area due to the presence of a layer of insulation throughout and the absence of flooring or crawl boards.

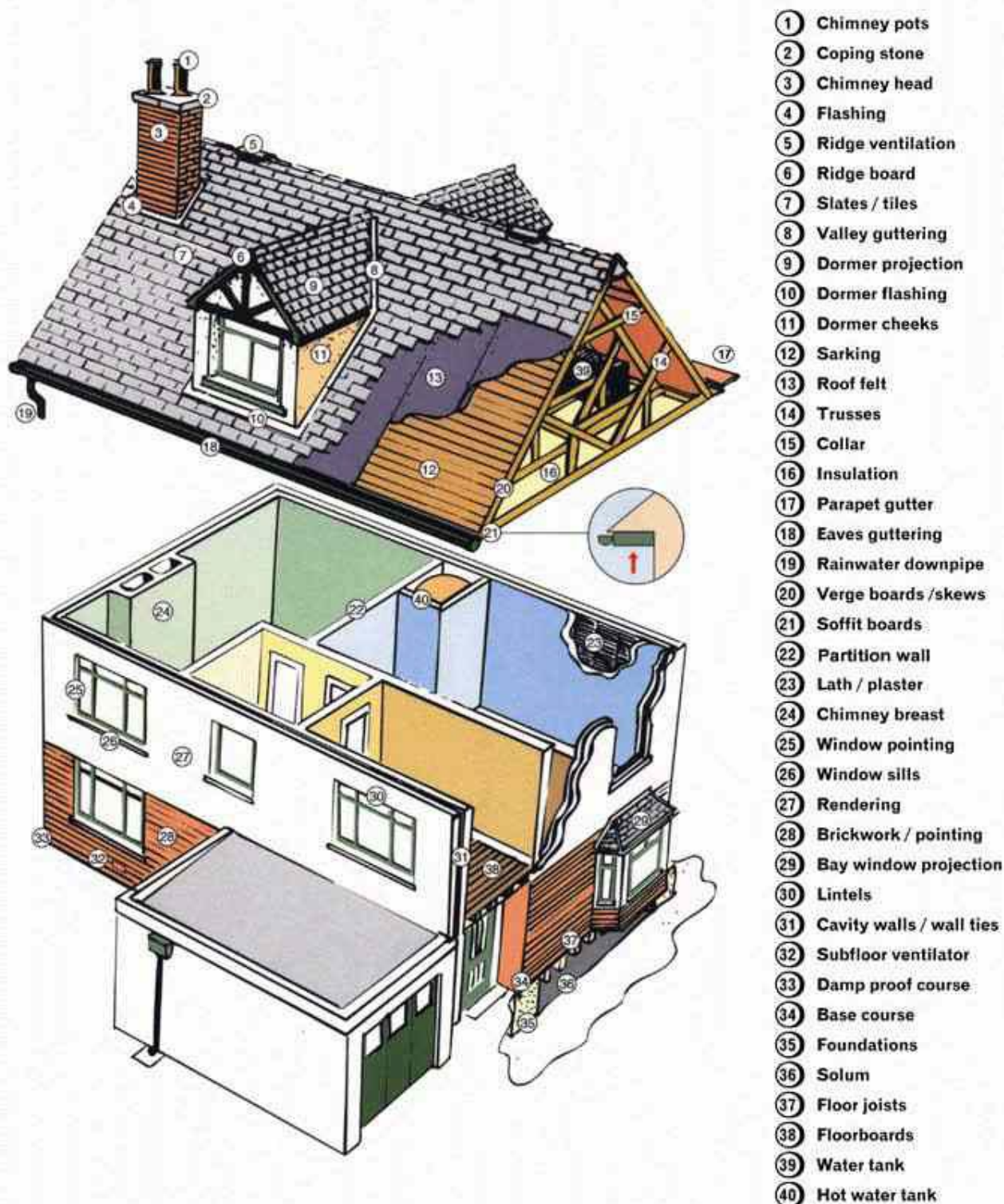
Some areas of the external building fabric including some roof pitches/chimneys/elevations were not fully or closely inspectable from the surrounding ground level, due to the confines of the site.

Wall panelling prevented accurate damp readings being taken.

No inspection has been possible to flooring timbers beneath any sanitary fitting, kitchen appliances or other wet areas was possible. Timbers are assumed to be in a satisfactory condition.

The cold water rising main was not fully inspectable.

Sectional Diagram showing elements of a typical house



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

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2. Condition

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

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



Structural movement

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



Dampness, rot and infestation

Repair category	2
Notes	<p>Positive moisture readings were obtained to localised sections of lower wall linings at ground floor level. A precautionary check of the entire property should be carried out by a reputable timber and damp specialist prior to purchase.</p> <p>Traces of wood bore infestation were noted to timbers within the property including the roof void. In the absence of valid guarantees for previous timber specialist treatment works, a reputable timber specialist should carry out a full and thorough inspection of all timbers within the property and provide estimates for any recommended remedial works.</p>



Chimney stacks

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



Roofing including roof space

Repair category	2
Notes	<p>A number of loose and broken roof slates were visible. Roof coverings are of an age and style where a degree of regular ongoing maintenance should be anticipated. More extensive overhaul work may be required in future.</p> <p>There was evidence of staining/water ingress to the timbers within the roof void and when tested with a moisture meter positive readings were recorded.</p> <p>We always recommend a precautionary check of the roof and pertinents is undertaken prior to purchase especially after adverse weather conditions.</p>



Rainwater fittings

Repair category	2
Notes	<p>We would highlight that it was not raining at the time of our inspection and we would recommend that all rainwater fittings be inspected during heavy rainfall in order to ensure they are free from defect.</p> <p>Gutters require to be cleared of vegetation and debris in the short term and on a regular basis.</p>



Main walls

Repair category	2
Notes	<p>Weathered and pitted stone/brick work and mortar joints were noted to external walls and repairs are required. Repairs to traditional stone materials can be expensive, particularly to ornate finishes.</p>



Windows, external doors and joinery

Repair category	1
Notes	<p>Windows were not all fully opened or tested, and it should be appreciated that some defects are only evident during certain weather conditions. Within the limitations of our inspection, no significant defects were noted.</p> <p>A precautionary check of all windows and doors is always recommended prior to purchase.</p>

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External decorations

Repair category	1
Notes	Paint finished and decorated external surfaces will require redecoration on a regular basis.



Conservatories/porches

Repair category	1
Notes	<p>We would highlight that it was not raining at the time of our inspection and the conservatory should be checked during heavy rainfall.</p> <p>Insulation qualities may be limited and the structure will require a degree of regular ongoing maintenance.</p>



Communal areas

Repair category	N/A
Notes	N/A



Garages and permanent outbuildings

Repair category	N/A
Notes	N/A




Outside areas and boundaries


Repair category	2
Notes	Boundary walls are weathered and repairs are required. Staining noted to the brick walls and cracked paving noted to the front garden.





Ceilings


Repair category	1
Notes	<p>Some cracked/uneven ceiling plaster was noted and some repairs may be required at the time of redecoration or disturbance.</p> <p>Textured coatings were noted to ceiling areas. On rare occasions, these materials can have an asbestos content. We have not tested these materials nor carried out an asbestos survey however, until the material is professionally tested the linings should be left undisturbed and the material handled by a competent contractor only.</p>

 Internal walls	
Repair category	1
Notes	Cracked/bossed wall plaster was noted and repairs may be required at the time of disturbance or redecoration.


 Floors including sub-floors	
Repair category	1
Notes	Due to fitted carpets and floor coverings no detailed inspection of floors was possible and accordingly no comment can be made on their condition. Some squeaky flooring was noted.


 Internal joinery and kitchen fittings	
Repair category	1
Notes	Within the limitations of our inspection no significant defects were noted. Low level internal glazing should be checked for safety glass.


 Chimney breasts and fireplaces	
Repair category	1
Notes	It is assumed that the gas fire has been installed in accordance with the manufacturer's recommendations for fluing and ventilation and that this has been regularly checked and tested. All test documentation should be obtained and authenticated at the point of sale. In the absence of any such documentation, the appliance should be tested by a registered engineer prior to use. All flue linings should be checked, repaired if necessary and swept prior to fires/appliances being reused.


 Internal decorations	
Repair category	1
Notes	The property is in good decorative order.

Single Survey

 Cellars	
Repair category	N/A
Notes	N/A

 Electricity	
Repair category	1
Notes	<p>The Institution of Engineering Technology recommends that inspections and testings are undertaken at least every five years and on a change of occupancy. It should be appreciated that only the most recently constructed or re-wired properties will have installations which fully comply with IET regulations.</p> <p>A precautionary check of the electrical system is always recommended prior to purchase. No tests were carried out by this firm.</p> <p>Some skirting mounted sockets noted.</p>

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

 Water, plumbing and bathroom fittings	
Repair category	1
Notes	<p>No tests have been undertaken of the system, however within the limitations of our inspection, no significant defects were noted. No inspection has been possible to enclosed timbers beneath wet appliances and no comment has been made on the condition of unseen areas. Watertight seals will require to be regularly checked and replaced, to prevent water damage to adjoining areas.</p> <p>The cold water rising main was not fully inspectable.</p> <p>We presume the sealants around the sanitary fittings are functional and no defects are present to the adjacent areas. A precautionary check of the areas below and adjacent to the sanitary fittings is always recommended prior to purchase as these areas are prone to leakage.</p>

Single Survey



Heating and hot water

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



Drainage

Repair category	1
Notes	<p>All foul and surface water drainage is assumed to be to the main public sewer. The system was not tested.</p> <p>A precautionary check of the drainage system is always recommended prior to purchase. No tests were carried out by this firm.</p>

Single Survey

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

Structural movement	1
Dampness, rot and infestation	2
Chimney stacks	1
Roofing including roof space	2
Rainwater fittings	2
Main walls	2
Windows, external doors and joinery	1
External decorations	1
Conservatories/porches	1
Communal areas	N/A
Garages and permanent outbuildings	N/A
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	N/A
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, First and Second			
2. Are there three steps or fewer to a main entrance door of the property?	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
3. Is there a lift to the main entrance door of the property?	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
4. Are all door openings greater than 750mm?	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
5. Is there a toilet on the same level as the living room and kitchen?	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
6. Is there a toilet on the same level as a bedroom?	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
7. Are all rooms on the same level with no internal steps or stairs?	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
8. Is there unrestricted parking within 25 metres of an entrance door to the building?	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

4. Valuation and conveyancer issues

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

Matters for a solicitor or licensed conveyancer

The property has been altered and extended to form the current accommodation and it should be confirmed that all necessary permissions have been obtained.

Valuation presumes that replacement windows comply with relevant building and fire regulations.

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

The property is a B Listed and is located in a conservation area and as such the cost of repair or reinstatement works are likely to be higher than normal. Any works considered necessary will require to be carried out in consultation with the Local Authority Planning Department and Historic Environment Scotland.

It is assumed that there are no statutory, town planning, road proposals or environmental matters which are likely to have an adverse effect on the property.

The road and footpath adjoining the site are made up and are assumed to be adopted by the Local Authority.

Estimated reinstatement cost for insurance purposes

For Reinstatement Cost Assessment purposes, it is recommended that the subjects be insured for a sum of not less than £790,000 (SEVEN HUNDRED AND NINETY THOUSAND POUNDS STERLING).

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

Valuation and market comments

Having considered matters, taking account of our general observations on site, we are of the opinion that the Market Value of the subjects in their present condition and with the benefit of vacant possession may be fairly stated in the sum of £750,000 (SEVEN HUNDRED AND FIFTY THOUSAND POUNDS STERLING).

Signed

Bryony Peters
Electronically signed :- 01/02/2024 16:27

Single Survey

Report author	Bryony Peters
Company name	J & E Shepherd Chartered Surveyors
Address	187 North Street Musselburgh EH21 6AN
Date of report	30/01/2024

Mortgage Valuation Report



www.shepherd.co.uk

Property Address

Address 30 Campie Road, Musselburgh, EH21 6QG
Seller's Name Lawrence Anderson
Date of Inspection 30/01/2024

Property Details

Property Type House Bungalow Purpose built maisonette Converted maisonette
 Purpose built flat Converted flat Tenement flat Flat over non-residential use
 Other (specify in General Remarks)
Property Style Detached Semi detached Mid terrace End terrace
 Back to back High rise block Low rise block Other (specify in General Remarks)

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

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

Approximate Year of Construction

Tenure

Absolute Ownership Other

Accommodation

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

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

Residential Element (greater than 40%) Yes No

Garage / Parking / Outbuildings

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

Available on site? Yes No

Permanent outbuildings:

None noted.

Mortgage Valuation Report

Construction

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

Special Risks

Has the property suffered structural movement? Yes No

If Yes, is this recent or progressive? Yes No

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

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

Service Connections

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

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

Brief description of Central Heating and any non mains services:

Gas fired via boilers to radiators.

Site

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

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

Location

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

Planning Issues

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

If Yes provide details in General Remarks.

Roads

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

Mortgage Valuation Report

General Remarks

At the time of inspection the property was found to be in a maintained order consistent with its age and type of construction.

The property has been altered and extended to form the current accommodation and it should be confirmed that all necessary permissions have been obtained.

Valuation presumes that replacement windows comply with relevant building and fire regulations.

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

The property is a B Listed and is located in a conservation area and as such the cost of repair or reinstatement works are likely to be higher than normal. Any works considered necessary will require to be carried out in consultation with the Local Authority Planning Department and Historic Environment Scotland.

The property has a utility room and conservatory.

Essential Repairs

None noted at the date of inspection.

Estimated cost of essential repairs

Retention recommended? Yes No

Retention amount

Comment on Mortgageability

The property is acceptable to most mortgage lenders, however, you should confirm with your proposed mortgage lender that this property meets with their lending requirements.

Due to the number of kitchens, this may restrict the number of lenders available.

Valuation

Market value in present condition £

Market value on completion of essential repairs £

Insurance reinstatement value £

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

Is a reinspection necessary? Yes No

Mortgage Valuation Report

Declaration

Signed	<i>Bryony Peters</i> Electronically signed :- 01/02/2024 16:27
Surveyor's name	Bryony Peters
Professional qualifications	MSc MRICS
Company name	J & E Shepherd Chartered Surveyors
Address	187 North Street, Musselburgh, EH21 6AN
Telephone	0131 653 3456
Email Address	musselburgh@shepherd.co.uk
Date of Inspection	30/01/2024



Energy Performance Certificate

Energy Performance Certificate (EPC)

Scotland

Dwellings

30 CAMPIE ROAD, FISHERROW, MUSSELBURGH, EH21 6QG

Dwelling type: Mid-terrace house
Date of assessment: 30 January 2024
Date of certificate: 01 February 2024
Total floor area: 229 m²
Primary Energy Indicator: 213 kWh/m²/year

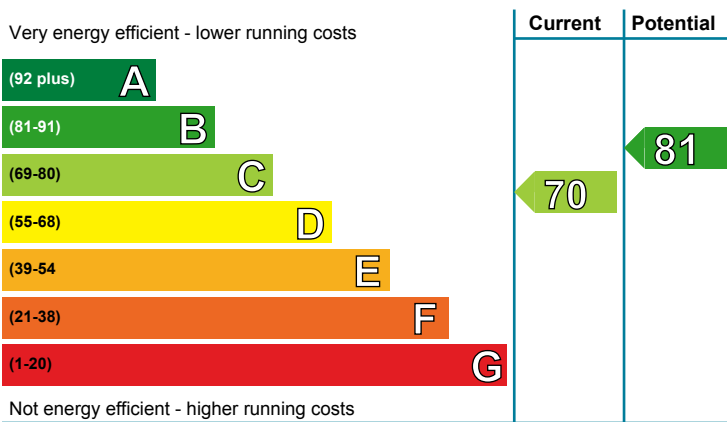
Reference number: 0190-2250-9290-2574-2205
Type of assessment: RdSAP, existing dwelling
Approved Organisation: Elmhurst
Main heating and fuel: Boiler and radiators, mains gas

You can use this document to:

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

Estimated energy costs for your home for 3 years*	£10,932	See your recommendations report for more information
Over 3 years you could save*	£3,444	

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

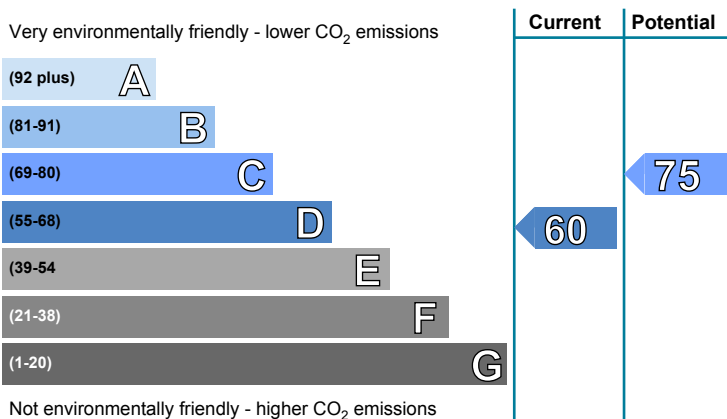


Energy Efficiency Rating

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 (70)**. The average rating for EPCs in Scotland is **band D (61)**.

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



Environmental Impact (CO₂) Rating

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

Your current rating is **band D (60)**. The average rating for EPCs in Scotland is **band D (59)**.

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 Room-in-roof insulation	£1,500 - £2,700	£714.00
2 Internal or external wall insulation	£4,000 - £14,000	£1869.00
3 Draughtproofing	£80 - £120	£351.00

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 or limestone, as built, no insulation (assumed)	★★☆☆☆	★★☆☆☆
	Solid brick, as built, no insulation (assumed)	★☆☆☆☆	★☆☆☆☆
Roof	Pitched, 150 mm loft insulation	★★★★☆	★★★★☆
	Roof room(s), insulated	★★☆☆☆	★★☆☆☆
Floor	Solid, no insulation (assumed)	—	—
Windows	Some double glazing	★☆☆☆☆	★☆☆☆☆
Main heating	Boiler and radiators, mains gas	★★★★☆	★★★★☆
Main heating controls	Time and temperature zone control	★★★★★	★★★★★
Secondary heating	None	—	—
Hot water	From main system	★★★★☆	★★★★☆
Lighting	Low energy lighting in 90% of fixed outlets	★★★★★	★★★★★

The energy efficiency rating of your home

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

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


The impact of your home on the environment

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

The calculated emissions for your home are 38 kg CO₂/m²/yr.

The average Scottish household produces about 6 tonnes of carbon dioxide every year. Based on this assessment, heating and lighting this home currently produces approximately 8.7 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 3.3 tonnes per year. You could reduce emissions even more by switching to renewable energy sources.


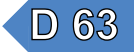






Estimated energy costs for this home

	Current energy costs	Potential energy costs	Potential future savings
Heating	£9,738 over 3 years	£6,294 over 3 years	
Hot water	£552 over 3 years	£552 over 3 years	
Lighting	£642 over 3 years	£642 over 3 years	
Totals	£10,932	£7,488	

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 Room-in-roof insulation	£1,500 - £2,700	£238		
2 Internal or external wall insulation	£4,000 - £14,000	£623		
3 Draughtproofing	£80 - £120	£117		
4 Replace single glazed windows with low-E double glazed windows	£3,300 - £6,500	£169		

Choosing the right improvement package

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



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

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

1 Room-in-roof insulation

Insulating roof rooms will significantly reduce heat loss; this will improve levels of comfort, reduce energy use and lower fuel bills. If it has a flat ceiling insulation can usually be added above the ceiling, and sloping ceilings and walls of roof rooms can be insulated using an internal lining board. Roof voids must have adequate ventilation to prevent dampness; seek advice about this if unsure. Further information about roof room insulation and details of local contractors can be obtained from the National Insulation Association (www.nationalinsulationassociation.org.uk). Building regulations generally apply to this work so it is best to check this with your local authority building standards department.

2 Internal or external wall insulation

Internal or external wall insulation involves adding a layer of insulation to either the inside or the outside 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. External solid wall insulation is the application of an insulant and a weather-protective finish to the outside of the wall. This may improve the look of the home, particularly where existing brickwork or rendering is poor, and will provide long-lasting weather protection. Further information can be obtained from the National Insulation Association (www.nationalinsulationassociation.org.uk). It should be noted that a building warrant is required for the installation of external wall insulation. Planning permission may also be required and that building regulations apply to external insulation so it is best to check with your local authority on both issues.

3 Draughtproofing

Fitting draughtproofing, strips of insulation around windows and doors, will improve the comfort in the home. A contractor can be employed but draughtproofing can be installed by a competent DIY enthusiast.

4 Double glazed windows

Double glazing is the term given to a system where two panes of glass are made up into a sealed unit. Replacing existing single-glazed windows with double-glazed windows will improve comfort in the home by reducing draughts and cold spots near windows. Double-glazed windows may also reduce noise, improve security and combat problems with condensation. Building regulations apply to this work and planning permission may also be required, so it is best to check with your local authority on what standards need to be met. A building warrant is not required if the windows comply with the current requirements.

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:

- Solar photovoltaics

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)	36,290	(176)	N/A	(7,208)
Water heating (kWh per year)	2,138			

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:	Mrs. Bryony Peters
Assessor membership number:	EES/023514
Company name/trading name:	J & E Shepherd
Address:	70 High Street Galashiels TD1 1SQ
Phone number:	01896750150
Email address:	galashiels@shepherd.co.uk
Related party disclosure:	No related party

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

Use of this energy performance information

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

Advice and support to improve this property

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

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

HOMEENERGYSCOTLAND.ORG
0808 808 2282
FUNDED BY THE SCOTTISH GOVERNMENT





Property Questionnaire

property questionnaire

Property address	30 Campie Road Musselburgh EH21 6QG
Seller(s)	Lawrence Anderson
Completion date of property questionnaire	09/01/2024

property questionnaire

Note for sellers

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

Information to be given to prospective buyer(s)

1.	Length of ownership	
	How long have you owned the property?	30 years
2.	Council tax	
	Which Council Tax band is your property in?	F
3.	Parking	
	What are the arrangements for parking at your property? (Please tick all that apply)	
	• Garage	<input type="checkbox"/> No
	• Allocated parking space	<input type="checkbox"/> No
	• Driveway	<input type="checkbox"/> No
	• Shared parking	<input type="checkbox"/> No
	• On street	<input type="checkbox"/> Yes
	• Resident permit	<input type="checkbox"/> No
	• Metered Parking	<input type="checkbox"/> No
	• Other (please specify):	<input type="text"/>
4.	Conservation area	
	Is your property in a designated Conservation Area (that is an area of special architectural or historical interest, the character or appearance of which it is desirable to preserve or enhance)?	No

property questionnaire

5.	Listed buildings	
	Is your property a Listed Building, or contained within one (that is a building recognised and approved as being of special architectural or historical interest)?	Yes
6.	Alterations/additions/extensions	
a.	<p>(i) During your time in the property, have you carried out any structural alterations, additions or extensions (for example, provision of an extra bath/shower room, toilet, or bedroom)?</p> <p><u>If you have answered yes</u>, please describe below the changes which you have made:</p> <p>Attic Conversion Formation of studio flat</p>	Yes
	<p>(ii) Did you obtain planning permission, building warrant, completion certificate and other consents for this work?</p> <p><u>If you have answered yes</u>, the relevant documents will be needed by the purchaser and you should give them to your solicitor as soon as possible for checking.</p> <p>If you do not have the documents yourself, please note below who has these documents and your solicitor or estate agent will arrange to obtain them:</p>	Yes
b.	<p>Have you had replacement windows, doors, patio doors or double glazing installed in your property?</p> <p><u>If you have answered yes</u>, please answer the three questions below:</p>	Yes
	(i) Were the replacements the same shape and type as the ones you replaced?	Yes
	(ii) Did this work involve any changes to the window or door openings?	No
	<p>(iii) Please describe the changes made to the windows doors, or patio doors (with approximate dates when the work was completed):</p> <p>Please give any guarantees which you received for this work to your solicitor or estate agent.</p> <p>20 years ago</p>	
7.	Central heating	
a.	<p>Is there a central heating system in your property? (Note: a partial central heating system is one which does not heat all the main rooms of the property — the main living room, the bedroom(s), the hall and the bathroom).</p>	Yes

property questionnaire

	<p><u>If you have answered yes or partial</u> – what kind of central heating is there? (Examples: gas-fired, solid fuel, electric storage heating, gas warm air).</p> <p>Gas</p> <p><u>If you have answered yes</u>, please answer the three questions below:</p>																
	<p>i) When was your central heating system or partial central heating system installed?</p> <p>15 years ago</p>																
	<p>(ii) Do you have a maintenance contract for the central heating system?</p> <p><u>If you have answered yes</u>, please give details of the company with which you have a maintenance contract:</p>	No															
	<p>(iii) When was your maintenance agreement last renewed? (Please provide the month and year).</p>																
8.	Energy Performance Certificate																
	<p>Does your property have an Energy Performance Certificate which is less than 10 years old?</p>	No															
9.	Issues that may have affected your property																
a.	<p>Has there been any storm, flood, fire or other structural damage to the property while you have owned it?</p> <p><u>If you have answered yes</u>, is the damage the subject of any outstanding insurance claim?</p>	No															
b.	<p>Are you aware of the existence of asbestos in your property?</p> <p><u>If you have answered yes</u>, please give details:</p>	No															
10.	Services																
a.	<p>Please tick which services are connected to your property and give details of the supplier:</p> <table border="1"> <thead> <tr> <th>Services</th> <th>Connected</th> <th>Supplier</th> </tr> </thead> <tbody> <tr> <td>Gas or liquid petroleum gas</td> <td>Yes</td> <td>EDF</td> </tr> <tr> <td>Water mains or private water supply</td> <td>Yes</td> <td>Scottish Water</td> </tr> <tr> <td>Electricity</td> <td>Yes</td> <td>EDF</td> </tr> <tr> <td>Mains drainage</td> <td>Yes</td> <td>Local Authority</td> </tr> </tbody> </table>		Services	Connected	Supplier	Gas or liquid petroleum gas	Yes	EDF	Water mains or private water supply	Yes	Scottish Water	Electricity	Yes	EDF	Mains drainage	Yes	Local Authority
Services	Connected	Supplier															
Gas or liquid petroleum gas	Yes	EDF															
Water mains or private water supply	Yes	Scottish Water															
Electricity	Yes	EDF															
Mains drainage	Yes	Local Authority															

property questionnaire

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

property questionnaire

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

property questionnaire

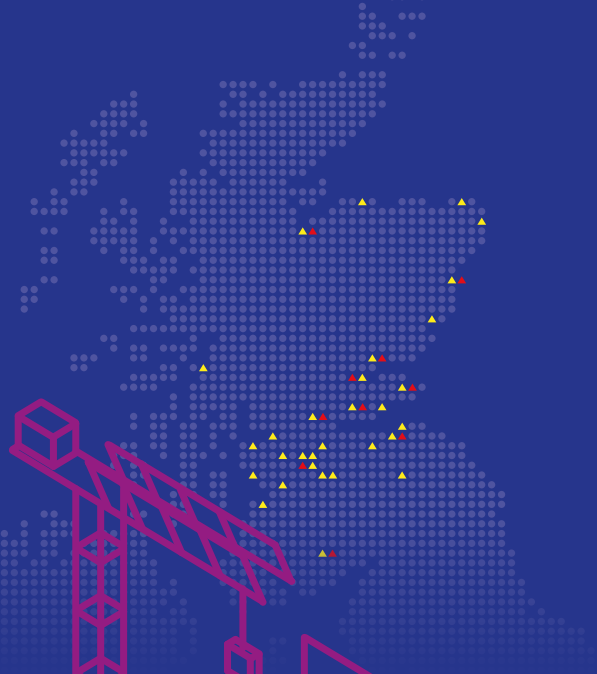
	(ii) Roofing	No
	(iii) Central heating	No
	(iv) National House Building Council (NHBC)	No
	(v) Damp course	No
	(vi) Any other work installations? (for example, cavity wall installation, underpinning, indemnity policy)	No
b.	<u>If you have answered 'yes' or 'with title deeds', please give details of the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

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

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

Name(s): Mr L Anderson

Date: 09/01/2024



Residential

Home Report
Mortgage & Re-Mortgage Valuation
Home & Flat Buyer Report
Energy Performance Certificate (EPC)
Private Sale Valuation
Inheritance Tax Valuation
Capital Gains Tax Valuation
Separation Valuation
Driveby Valuation
Desktop Valuation
New Build, Development & Plot Valuation
Extension & Alteration Valuation
Portfolio Valuation
Rental Valuation
Expert Witness Report
Council Tax Appeal
Bespoke Condition Report

Commercial

Commercial Valuation
Commercial Agency
Acquisitions & Disposals
Commercial Lease Advisory
Rent Reviews
Asset Management
Project Consultancy
Development Appraisals
Rating
Commercial Property Auctions
Property Management
Professional Services
Licensed Trade / Leisure

Property & Construction

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

Aberdeen
▲▲ 01224 202800

Ayr
▲ 01292 267987

Coatbridge
▲ 01236 436561

Cumbernauld
▲ 01236 780000

Dalkeith
▲ 0131 663 2780

Dumbarton
▲ 01389 731682

Dumfries
▲▲ 01387 264333

Dundee
▲ 01382 200454
▲ 01382 220699

Dunfermline
▲ 01383 722337
▲ 01383 731841

East Kilbride
▲ 01355 248535

Edinburgh
▲ 0131 2251234
▲ 0131 557 9300

Elgin
▲ 01343 553939

Falkirk
▲ 01324 635 999

Fraserburgh
▲ 01346 517456

Galashiels
▲ 01896 750150

Glasgow
▲▲ 0141 331 2807

Glasgow South
▲ 0141 649 8020

Glasgow West End
▲ 0141 353 2080

Greenock
▲ 01475 730717

Hamilton
▲ 01698 897548

Inverness
▲▲ 01463 712239

Kilmarnock
▲ 01563 520318

Kirkcaldy
▲ 01592 205442

Livingston
▲ 01506 416777

Montrose
▲ 01674 676768

Motherwell
▲ 01698 252229

Musselburgh
▲▲ 0131 653 3456

Oban
▲ 01631 707 800

Paisley
▲ 0141 889 8334

Perth
▲ 01738 638188
▲ 01738 631631

Peterhead
▲ 01779 470766

St Andrews
▲ 01334 477773
▲ 01334 476469

Saltcoats
▲ 01294 464228

Stirling
▲ 01786 450438
▲ 01786 474476

Iain Boyle
Drummond Miller LLP
151 High Street
Musselburgh
EH21 7DD

Suite 28
196 Rose Street
Edinburgh
EH2 4AT
T: 01414338296 / 01413787973
E: edinburgh@timberwise.co.uk

 www.timberwise.co.uk

Date :- 12/02/2024

Dear Iain

Thank You for Choosing Timberwise

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

Where applicable, we have also included a quotation for items of remedial work that Timberwise will be pleased to undertake for you.

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

Moving Forward – The Next Step

Arranging a convenient start date for any works to proceed couldn't be easier. Simply give your local Contracts Team a call on **01414338296** or **01413787973**. You can also contact them 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.

Yours sincerely,

Steven Buick

Steven Buick CSRT
Managing Surveyor
For and on behalf of Timberwise (UK) Ltd.

Mobile: 07773660080

Email: Stevenbuick@timberwise.co.uk



Trust The Experts – Trust Timberwise

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



TRUSTMARK
Government Endorsed Quality



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

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



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

Timberwise



**Property Preservation
Done Properly**

Survey Report & Proposal

Client:

Iain Boyle
Drummond Miller LLP
151 High Street
Musselburgh
EH21 7DD

Suite 28
196 Rose Street
Edinburgh
EH2 4AT

T: 01414338296 / 01413787973

E: edinburgh@timberwise.co.uk

www.timberwise.co.uk

Property:

30 Campie Road
Musselburgh
EH21 6QG

Surveyed by: Steven Buick

Date of Instruction: 02/02/2024

Date of Survey: 08/02/2024

Date of Report: 12/02/2024

Our Reference: S11471-SB-ES



IMPORTANT

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

Your Timberwise Report

This report has been compiled by our surveyor, Steven Buick.

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

Steven Buick CSRT
Managing Surveyor
Suite 28
196 Rose Street
Edinburgh
EH2 4AT



Timberwise

T: 0131 528 64 80
M: 07773 66 00 80
E: stevenbuick@timberwise.co.uk
www.timberwise.co.uk

Structural Waterproofing Damp Proofing
Dry Rot Treatment Specialist Property Surveying
Structural Timber Repair Woodworm Treatment

Survey Report Contents

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

Introduction and Scope

Your instructions were to inspect the above property to determine the presence and extent of problems associated with wood boring beetles to the roof void and dampness noted to the ground floor on home report.

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.

Weather conditions at the time of our inspection were dry.

At the time of our inspection the property was occupied and furnished.

The above-mentioned property is a mid-terraced house of solid sandstone construction with an attic conversion.

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

Internal Observations, Recommendations and Specification

Timber Decay Observations

Roof Void

Our inspection was restricted by fitted flooring therefore our findings are limited accordingly.

Observations

Upon inspection of the roof void, very light historic evidence of woodworm was noted. Due to the presence of only one flight hole and the age of said flight hole, it is deemed to be inactive and not requiring treatment at the time of inspection.



Recommendations

No works are required by Timberwise at this time.

Damp Observations

Observations

Ground Floor

We inspected the ground floor for evidence of damp as per the home report. High instrumental readings were noted to the front entrance vestibule and the rear door to the property.

Both are deemed to be from penetrating dampness due to bridging from external abutting walls.



No high readings were noted to the fireplace in the room front right. We would suggest readings previously obtained were due to high levels of atmospheric moisture (condensation) at the time of the home report.

Recommendations

We have detailed below the items of work that Timberwise will be pleased to undertake for you, together with quotations.

To be carried out by Timberwise:

Areas of Treatment - Room Front Left (Entrance Vestibule) and Room Rear Right (Kitchen)

- Carefully remove and lay aside skirting boards from area of treatment.
- Strip wall fabrics to a height of 1.2m as per attached sketch plan.
- Apply Delta Membranes 8mm mesh membrane to the wall.
- Dot & Dab 12mm plasterboard to the mesh membrane and finish with a skim coat of plaster.
- Reinstall skirting boards previously laid aside.

Generally

The above 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.

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

Minimum Charge

Please be aware that our minimum charge for works is £550 + VAT should you not have all the recommended works carried out. This will only apply if the total cost of accepted works falls below this level.

Party Wall

Where the works described in this report involve a party wall, we must draw your attention to the fact that the Party Wall Act 1996 applies. This Act requires the owner to notify their neighbours of any proposed works and obtain consent for the work to commence. Consent cannot be unreasonably withheld.

Should you require further advice or information please do not hesitate to contact us.

Parking

Where residential parking permits are required to park outside premises, we would require the client to provide these permits free of charge for the duration of the works.

Guarantee

Our long-term guarantee for Damp proofing works, unless otherwise stated in our report, 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.

Asbestos

During works, should we uncover suspected asbestos containing materials Timberwise may have to suspend work to have the material investigated for asbestos. We will stop work, seal the area and immediately inform you. Testing for asbestos is an easy procedure which we can either deal with on your behalf or make recommendations, this will, however, incur additional charges. **Please note that we do not get involved in the removal process of asbestos.**

You are responsible for the removal of any fixtures, floor coverings, plumbing, electrical fittings and any other stored items including personal possessions prior to our arrival on site. These will require removal prior to our technicians arriving on site and the subsequent re-instatement by others. Any delay caused due to floor coverings and items not having been removed may become subject to additional cost due to either work commencement being delayed or it not being possible to complete during that visit. **Please note that it is important that all necessary preparatory works are completed prior to our arrival and commencement on site.**

No allowance has been made in our quotation for removal or re-instatement of any electrical fixtures or carpets etc. from the areas to be treated, unless stated in our report or included in our quotation.

Our enclosed quotation is based on carrying out the work during normal working hours (Monday to Friday) and also that a free supply of electricity and water will be provided. To arrange for the soonest possible start date for the works to proceed please complete and return the enclosed Acceptance to the local office. If you would like to arrange a provisional start date by telephone, then please call the local office on **01414338296 or 01413787973.**

We are able to carry out works at weekends or out of normal daytime hours (subject to additional costs). Please contact our contracts department to enquire further.

IMPORTANT CLIENT INFORMATION

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

Yours sincerely,

Steven Buick

Steven Buick CSRT
07773660080

For and on behalf of TIMBERWISE (UK) LIMITED

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






SKETCH PLAN (not to scale)

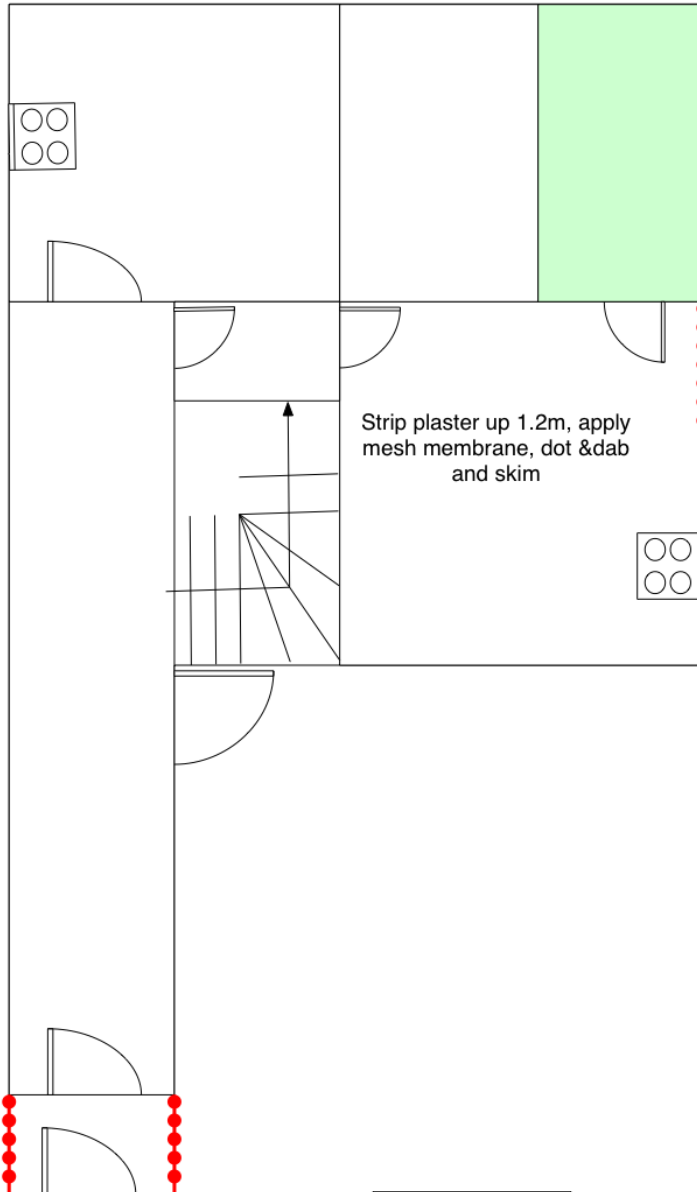
Timberwise
SPECIALIST PROPERTY CARE & PRESERVATION

Reference Number: S11471 Date: 08-02-2024

Property Address:
30 Campie Road

Surveyor(s):
Forrest Hamilton

- Legend:
-  Mesh Faced Membrane
 -  Stairs
 -  Door
 -  Stove/Range
 -  Window



Strip plaster up 1.2m, apply mesh membrane, dot & dab and skim

Quotation – Client’s copy

Client’s Address:

151 High Street
Musselburgh
EH21 7DD

Property Address:

30 Campie Road
Musselburgh
EH21 6QG

Branch Office:

Suite 28
196 Rose Street
Edinburgh
EH2 4AT
T: 01414338296 / 01413787973
E: edinburgh@timberwise.co.uk
www.timberwise.co.uk

Date of Report:

12/02/2024

Our Reference:

S11471-SB-ES

Inspected by:

Steven Buick

TO CARRY OUT WORKS AS DETAILED IN OUR REPORT

Detail of Works	Net	VAT	Total Price	✓
Damp Proofing Works*	£1,666.42	£333.28	£1,999.70	

All the above items where marked * are inclusive of our 10-year Guarantee – **Limited to the transfer of moisture and salts**

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

The figure comprises of the following:-

(Insurance Premium £39.20, Admin £35 & Insurance Premium Tax £8.90)

£83.10

YES

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

Quotation Acceptance – To return to Timberwise

Client's Address:
 151 High Street
 Musselburgh
 EH21 7DD

Property Address:
 30 Campie Road
 Musselburgh
 EH21 6QG

Branch Office:
 Suite 28
 196 Rose Street
 Edinburgh
 EH2 4AT
 T: 01414338296 / 01413787973
 E: edinburgh@timberwise.co.uk
www.timberwise.co.uk

Date of Report:
 12/02/2024

Our Reference:
 S11471-SB-ES

Inspected by:
 Steven Buick

TO CARRY OUT WORKS AS DETAILED IN OUR REPORT				
Detail of Works	Net	VAT	Total Price	✓
Damp Proofing Works*	£1,666.42	£333.28	£1,999.70	
All the above items where marked * are inclusive of our 10-year Guarantee – Limited to the transfer of moisture and salts				
Also available GPI 10-Year Guarantee Insurance, Including 12% IPT The figure comprises of the following:- (Insurance Premium £39.20, Admin £35 & Insurance Premium Tax £8.90)				
		£83.10	YES	<input type="checkbox"/>

Customer Acceptance

To accept your quotation and proceed with the work a **40%** deposit amount of **£799.88** is required.
You can make payment by the following:

- **Debit/Credit Card:** Call our contracts team to make a payment on **01414338296** or **01413787973**
- **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 the above office address together with this signed acceptance.
- **Accept Your Timberwise Quotation On-line:** visit www.acceptquote.co.uk

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

Customer Details

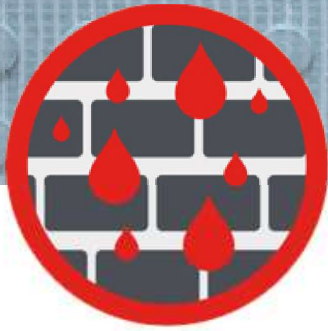
Title
 Forename(s)..... Surname..... Signed.....

Contact Telephone No..... Date.....

Invoice Address (if different from client address above):

Guarantee to be in the name(s) of:

IMPORTANT NOTICE ABOUT YOUR PRIVACY: You are receiving this communication as you have previously opted into communications from Timberwise. 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.



DryTek Membrane System

The Problem

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

The System can be used in areas such as:

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



Benefits

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

The Right System for the Right Job

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

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

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

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

Information Relating to Remedial Damp and Replastering

Information to be read in conjunction with Damp-proof course and Replastering specifications

General

The purpose of a damp proof course is to control the upward capillary movement of water from the ground into the wall. A damp proof course will not dry out already damp walls, this occurs by the process of evaporation - as a general rule, at an average rate of 25 mm thickness of wall per month.

A damp proof course does not prevent or reduce condensation, water penetration, leakage or damp where masonry is constructed below ground level. Proper maintenance should be undertaken to ensure that roofs and flashings are watertight, rainwater goods are efficient, external window cills have drip trays, pointing and external render are sound, that drainage arrangements are adequate to dispose of rainwater and excess ground water away from the property. Where external render is provided this should be cast in a bell finish, incorporating a drip-groove, not less than 150 mm above ground level and the base line masonry protected by a suitable bitumen compound, applied in accordance with manufacturer's instructions, to protect the damp proof course against abridgement on the outer face of the wall.

Where walls are of cavity construction, it is advised that cavities be opened and cleared of any debris. Where masonry is constructed below ground level, the ground level should be reduced to 150 mm below internal floor level. Where circumstances make such action impractical or where internal solid floors differ in height, producing a subterranean section on one side of the wall, the problem of dampness is aggravated by lateral abridgement of moisture. In such event, the damp proof course is installed above outside ground level or above the higher floor level, and the masonry section set between floor level and damp proof course level should be waterproofed in an approved manner. We carry a range of waterproofing products and can advise further if required.

The need for replastering

The need for replastering arises when a damp proof course, regardless of type, is installed in a wet wall. Rising damp carries water soluble salts from the ground and the masonry through which it passes and deposits them in the wall and plasterwork at varying concentrations and levels. Such salts are hygroscopic (they absorb moisture vapour from the air) and salt-contaminated walls can remain or become damp. In order 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, and the recommended Replastering Specification applied to prevent further migration of residual salts and moisture from the masonry to the decoration surface.

IMPORTANT

THESE INSTRUCTIONS FORM AN ESSENTIAL PART OF DAMP CONTROL AND THEREFORE MUST BE STRICTLY ADHERED TO. FAILURE TO DO SO WILL INVALIDATE OUR GUARANTEE. IF SEPARATE CONTRACTORS ARE INVOLVED PLEASE ASK FOR FURTHER COPIES OF THESE INSTRUCTIONS AND ENSURE CONTRACTORS RECEIVE THEM PRIOR TO COMMENCING WORK.

Information Relating to Remedial Damp and Replastering

Preparation and removal of existing plasterwork

This preparatory work should be completed before the damp proof course is installed.

1. Remove all fixtures and fittings from walls to be treated.
2. Remove skirting boards, existing plaster and render to a minimum height of 1 metre above damp proof course level, or 300 mm above last signs of dampness, whichever is the higher, or as specified in our report. Rake out masonry joints as necessary and remove all fixing grounds. Remove, by brushing, any visible efflorescent salt deposits. Remove all debris.
3. Take special care to ensure that no plaster debris or new material is allowed to fall between any floorboard/wall face gap.

Replastering Specification

1. The new plastering is to be completed using a sand/cement render with additive and a skim finish as specified within the particular report.
2. Where the plastering specification is to be of a sand/cement render the additive should be made up of one volume of additive to 40 volumes of clean water and stirred so to use as a gauging mix. The render mix should be 3 parts clean sharp sand 1 part Ordinary Portland Cement incorporating the gauging mix. It is important that the grade of sand is salt and loam free and complies to Grade M as laid down in British Standard 882 1992. The application should allow for the render coat to be cut back approx. 50 mm short of a solid floor.
3. Finish re-plastering with a Thistle Wall Finish skim plaster. This should be to a finish to suit the client and again cut back to approx 50 mm from contact with the floor. An alternative finish maybe applicable dependant on the specification.
4. The gap below the plaster and render and the wall/floor margin should be sealed with a waterproof compound to prevent moisture and moisture vapour rising through the wall to floor junction.
5. The application of plaster board with "dot and dab" fixings is only recommended for application over a lathe membrane system.
6. The client should be aware that due to the possible increase of air humidity after replastering addition heat and ventilation may be required.
7. Our Render Additive may be purchased from us at a cost of £7.95 per litre plus VAT. (Render specification only)

Replacement of Timber Skirtings and Joinery

Skirting boards and joinery timber should be cut to size, and from a standard stock pattern or manufactured as required. The rear face should be treated with either a fungicide or aluminium primer and fixed by physical fixings or adhesives.

Any renewed fixing grounds should be plastic or if this is not practical they should be re-instated with treated timber.

Redecoration

Decorations should not take place for at least one month after completion of plasterwork, and then only with matt emulsion paint. This decoration should be regarded as temporary. Full decoration should not be undertaken for at least one year. Lining or wall paper should not be hung for 2 years. Avoid the use of wood chip paper. We do not recommend the use of Artex on walls as, being an absorbent material, it attracts moisture from the air thus Artex becomes damp and rarely dries out. Salting and efflorescence may still become visible as the walls dry. This is a natural form of the drying process and any visible salts should be brushed from the wall as they appear.

IMPORTANT

THESE INSTRUCTIONS FORM AN ESSENTIAL PART OF DAMP CONTROL AND THEREFORE MUST BE STRICTLY ADHERED TO. FAILURE TO DO SO WILL INVALIDATE OUR GUARANTEE. IF SEPARATE CONTRACTORS ARE INVOLVED PLEASE ASK FOR FURTHER COPIES OF THESE INSTRUCTIONS AND ENSURE CONTRACTORS RECEIVE THEM PRIOR TO COMMENCING WORK. PAJL

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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 principal 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 precise position of wires or pipes for the provision of gas and electric services in accordance with condition 9.1.5 and do not accept any responsibility should we interfere in any way with such services or any damage incurred as a result of such interference.

9.3 You must, prior to delivery of any **Goods**:

9.3.1 ensure that **we** have unimpeded access to the **Delivery Address**; and

9.3.2 provide a safe and secure place at the **Delivery Address** to take delivery of and store the **Goods**.

10 Warranties

10.1 **We** warrant (or promise) that the **Works** will be carried out within reasonable care and skill and, where **Goods** are supplied, warrant that:

10.1.1 **we** are legally entitled to sell the **Goods** to **you**;
10.1.2 upon delivery, the **Goods** will correspond with the **Order** (unless agreed otherwise pursuant to condition 2.4); and

10.1.3 the **Goods** will be of reasonably satisfactory quality and fit for purpose.

10.2 In addition, provided that **you** pay the **Price** and all other sums due (including but not limited to interest, letter fees and debt recovery charges) by the due date, the **Works** will be guaranteed in accordance with the terms of any **Guarantee** provided to **you** by **us**. **We** reserve the right not to provide a **Guarantee** if **you** fail to pay all sums due by the relevant due date. If **you** are a Consumer, the **Guarantee** is given in addition to **your** statutory rights.

10.3 Some **Goods** may come with a manufacturer's guarantee. For details please refer to the manufacturer's guarantee provided with the **Goods**.

10.4 From time to time **we** may operate schemes that enable **you**, if **you** wish, to pay one-off premiums to insure **your** **Guarantee**, **Deposit**, **Works** in progress and / or other matters. Details of the insurance schemes on offer from time to time and the premiums payable (including whether the premium has already been included in the **Price**) are available on request.

10.5 Pumps are not guaranteed by **us** but may be covered by a manufacturer's guarantee. For details please refer to the manufacturer's guarantee provided with the pump and are subject to the terms provided with them.

10.6 In the unlikely event that there is any defect with the **Works** or **Goods** please contact us and tell us as soon as reasonably possible. If you are a Consumer, you have legal rights in relation to **Works** not carried out with reasonable care and skill or if the materials used or any **Goods** are faulty or not as described. **We** shall not however be liable for any faults in the measurements of bespoke **Goods** where such incorrect measurements were provided by **you**.

11 Liability

11.1 Nothing in the **Contract** will exclude or limit **our** liability for death or personal injury caused by its negligence or that of our employees, agents or subcontractors, fraudulent misrepresentation or fraud, a breach of the warranties in condition 10.1, a breach of the terms implied by the Consumer Rights Act 2015 or any other breach of **your** statutory rights.

11.2 (Except under condition 11.1) **We** shall not be liable to **you** for any loss or damage suffered or incurred by **you** in relation to the **Contract** unless, at the time the **Contract** was entered into, that loss was a reasonably foreseeable consequence of the breach or default in question. Loss or damage is foreseeable if it was an obvious consequence of **our** breach or if it was contemplated by **you** and **us** at the time the **Contract** was entered.

11.3 **We** will not have any liability to **you** in respect of:

11.3.1 the actions or omissions of any person other than those of **our** employees, sub-contractors and authorised agents;

11.3.2 damage to any part of the fabric of any building in which **Works** are carried out which is in a weakened, incomplete or damaged condition prior to the **Works**; 11.3.3 water ingress, dampness, woodworm or other infestation, wet or dry rot or structural failure outside the specific area of the **Works**;

11.3.4 damage to pipes or services set into walls or floors other than where the precise location of such items has been made known to **us**;

11.3.5 damage to the fabric of a building caused by the necessary removal of floors, roof timbers and / or joists in the course of provision of the **Works**;

11.3.6 damage, failure and / or delay due to **your** failure to comply with **your** obligations under the **Contract** (including your obligation to provide prompt notification of any fault or defect relating to the **Goods** / **Works** and **your** obligations under condition 9.1.8);

11.3.7 in relation to inspections, failure to identify water ingress, dampness, woodworm or other infestation, wet or dry rot or structural failure which is not in the areas inspected, which was not reasonably accessible to **our** personnel and / or which appears after the date of inspection;

11.3.8 any interference to the provision of water and/or electric services in accordance with condition 9.2; and / or

11.3.8 any loss of profit, loss of business, business interruption or loss of business opportunity.

11.4 **We** will make good any damage to **your** property caused by **us** in the course of the performance of any **Works** but **we** are not responsible for the cost of repairing any pre-existing faults or damage to **your** property that **we** discover in the course of installation and / or performance by **us** or for the cost of repairing or replacing any items belonging to **you** which, contrary to **our** instructions, were not protected or moved from the area in which the **Works** took place.

11.5 **We** will not be liable or responsible for any failure or delay in performing its obligations that is caused by a **Force Majeure Event**. If a **Force Majeure Event** occurs, **we** will contact **you** as soon as reasonably possible to notify **you** and will take reasonable steps to prevent or minimise delay. **Our** obligations under the **Contract** will be suspended and the time for performance of **our** obligations will be extended for the duration of the **Force Majeure Event**. Either party may cancel the **Contract** by providing written notice to the other party if a **Force Majeure Event** occurs and continues for longer than 3 months.

11.6 **We** reserve the right to delay the commencement of the **Works** or suspend immediately any ongoing **Works** in the following circumstances:

11.6.1 if **we** discover or suspect the presence of asbestos (or any other hazardous substance) at the **Delivery Address**; or

11.6.2 if **we** consider the condition of the **Delivery Address** (or any part of the **Delivery Address**) constitutes a risk to the health and safety of **our** employees, agents or subcontractors.

Our obligations under the **Contract** will be suspended and the time for performance of **our** obligations will be extended until the **Delivery Address** is declared safe. Except where **you** engage **us** to perform any works required to remedy the relevant threat to health and safety at the **Delivery Address**, either party may cancel the **Contract** by providing written notice to the other party if such a suspension of **our** obligations continues for longer than 3 months.

12 Termination

12.1 **We** may terminate the **Contract** immediately at any time:

12.1.1 if **you** fail to pay the whole or any part of the **Price** or any other sum due under the **Contract** within 10 days of it becoming due;

12.1.2 if **you** commit a serious breach of the **Contract** which **you** fail to remedy within 10 days of being asked to do so by **us** in writing;

12.1.3 if **you** become bankrupt or insolvent;

12.1.4 in accordance with condition 11.5 or 11.6; and / or

12.1.5 if it becomes apparent prior to the start date for the **Works** or the delivery of the **Goods** that the required stock or (in the event of **Works**) key personnel or key materials without which the **Works** cannot be provided become unavailable.

12.2 In addition to the right of cancellation set out in condition 4, **you** may terminate the **Contract** immediately at any time by giving **us** notice in writing in the event that **we** commit a serious breach of the **Contract** which **we** fail to remedy within 10 days of being asked to do so by **you** in writing or if **we** become insolvent.

12.3 The termination of the **Contract** will not affect any rights or liabilities that either of **us** may have at the date of termination.

13 Data protection

13.1 **We** will use the personal information **you** provide to **us** to:

13.1.1 provide the **Works** and / or **Goods**; and

13.1.2 process **your** payment for such **Works** and / or **Goods**;

13.2 Subject to obtaining the required consent, **we**, and other companies in the **Timberwise** group of companies, would like to send **you** information about similar products or services that **we** provide, but **you** may stop receiving these at any time by contacting **us** in writing using **our** contact details provided in these Conditions.

13.3 **We** will not give **your** personal data to any third party.

14 General

14.1 **We** may change these Conditions from time to time. No change will apply to **your Contract** unless **we** have told **you** about it before **you** placed **your Order** unless such change is required by law. Changes to the **Contract** will be binding only if agreed by both of us in writing.

14.2 **You** may not transfer, or assign any of **your** rights or obligations under the **Contract** without **our** prior written permission.

14.3 **We** may sub-contract or assign any of its rights and/or obligations under the **Contract** and **we** will notify **you** in writing if this happens.

14.4 Unless stated otherwise, notices and other communications must be made in writing and sent by 1st class post to the recipient at its address set out on the **Order** (or from time to time notified in writing) and (save as provided below) shall be deemed to be delivered on the second working day after the day of posting. Notices of cancellation under condition 4 are effective on the date of posting.

14.5 Failure to enforce any right or failure to insist on the performance of any obligation under the **Contract** will not constitute waiver of that right or prevent a party from enforcing that obligation at a later date.

14.6 Each of the conditions and sub-conditions of these **Conditions** operates separately. If a court or other regulatory body decides that any part of the **Contract** is not enforceable, the remaining parts the **Contract** will remain in full force and effect and will still apply to **your** purchase and **our** performance of the **Works**.

14.7 The **Contract** only gives rights to and places obligations upon **you** and **us**. No other person or company shall have any rights under the **Contract** or may enforce it against either of **us**.

14.8 The **Contract** is governed by English law and disputes under it will be decided in the courts of England or, if **you** live in Scotland or Northern Ireland, **you** may bring proceedings in the jurisdiction in which **you** are domiciled.

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

15 Business Customers

15.1 The provisions of condition 4 do not apply to business customers.

15.2 If the **Contract** is changed or cancelled otherwise than is permitted under these **Conditions** without **our** prior written consent, or if the **Contract** is otherwise cancelled due to **your** fault or breach, **we** will withhold **your** full deposit.

15.3 If **you** fail to take delivery of any **Goods** when made, risk in the **Goods** will pass to **you** upon the date on which **we** have tried to make delivery and **you** will be responsible for **our** costs of storage of the **Goods** from that time. Until title to **Goods** passes, **you** must hold the **Goods** as **our** fiduciary agent and bailee and keep them properly stored, insured and marked as **our** property. **You** may not pledge or charge the **Goods** by way of security for any indebtedness but, if **you** do so, all monies due to **us** shall become immediately due and payable.

15.4 Until such time as title to the **Goods** passes and, providing the **Goods** are still in existence and have not been incorporated in other goods, **we** shall be entitled to require **you** to deliver up the **Goods** and, if **you** fail to do so, to enter upon the premises where the **Goods** are kept to repossess the same. **You** shall indemnify and hold **us** harmless against any costs, expenses and / or liability that **we** may incur to any third party in connection with any re-possession or attempted re-possession.

15.5 Except in relation to death and personal injury caused by negligence and liability for fraud or fraudulent misrepresentation:

15.5.1 the **Guarantee** sets out **our** total liability to **you** in relation to the **Works**;

15.5.2 **We** will not be liable for any indirect, special or consequential costs, losses or expenses (including loss of profit, loss of business, business interruption or loss of business opportunity); and

15.5.3 **Our** total liability under the **Contract** (whether for breach of contract, negligence (including tort) or otherwise) will be limited to the **Price**.

15.6 **We** do not warrant that the **Goods** will be reasonably satisfactory or fit for purpose. It is your responsibility to ensure that the **Goods** fulfil your requirements. All implied warranties are hereby excluded by **us** to the fullest extent permitted by English law.

15.7 **You** acknowledge and agree that the **Contract** is the entire agreement between **you** and **us**, that it replaces all previous agreements (whether oral or written) and that, in entering into the **Contract**, **you** did not rely upon any matter that is not set out in it.

15.8 The **Contract** is governed by English law and the English courts will have exclusive jurisdiction in relation to any dispute arising under it.

Cancellation Notice

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

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

To: Timberwise (UK) Limited

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

By fax: 01606 334748

By email: hq@timberwise.co.uk

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

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

Name of consumer(s):

Address of consumer(s):

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

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

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

Date

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.



THE 'LONG-TERM' PROBLEM

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

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

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

THE SOLUTION - AN INSURANCE BACKED GUARANTEE

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

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

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

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

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

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

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

HOW DO I GET AN INSURANCE BACKED GUARANTEE?

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

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

COMPARISON - GPI IBG VS CONTRACTORS STAND ALONE OWN GUARANTEE ONLY

CONTACT US:

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

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

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

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

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

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

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

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





Policy Summary

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

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

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

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

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

Type of Insurance

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

Features and Benefits

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

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

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

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

Significant/Unusual Exclusions or Limitations

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

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

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

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

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

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

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

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

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

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

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

IMPORTANT INFORMATION

Your Right to Cancel

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

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

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

How to Make a Claim

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

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

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

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

Complaints

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

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

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

Financial Services Compensation Scheme

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

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

Other Important Information

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

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

The Law Applicable to the Policy

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

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

Timberwise - We offer more than you think!

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

Air Quality

Condensation control
Mould eradication
Radon control
Ventilation

Damp proofing

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

Penetrating Damp

WeatherTek penetrating damp treatment

Flooding

Flood remediation
Flood treatments

Structural repairs

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

Surveys

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

Timber

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

Waterproofing

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

Others

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

01/03/2024

Lawerence Anderson
30 Campie Road
Musselburgh
EH21 6DQ

Dear Mr Anderson

Property:

30 Campie Road

Musselburgh

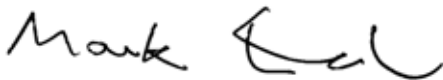
EH21 6QG

Thank you for choosing Timberwise to carry out your work. We are pleased to enclose your Timberwise Guarantee. If you have taken out Guarantee Protection Insurance, the paperwork will follow shortly, directly from GPI Ltd.

We urge you to keep all the documentation relating to the work in one safe place. If you have a claim in the future, we will ask you for all the paperwork relating to the work. Similarly, if you sell the property, you are likely to be asked for the documentation by the purchaser.

If we can be of any assistance in the future, please call us and we will be happy to help you. We value your business. Thank you.

Yours sincerely



M J Edwards
Managing Director

Timberwise (UK) Limited, 1 Drake Mews, Gadbrook Way, Gadbrook Park, Cheshire, CW9 7XF

Tel 01606 33 36 36 Fax 01606 33 46 64 - E-mail enquiries@timberwise.co.uk - Web <http://www.timberwise.co.uk>

Registered Office: 1 Drake Mews, Gadbrook Way, Gadbrook Park, Cheshire, CW9 7XF - Registered Number 3230356 ENGLAND

*Damp Proofing - Woodworm - Wet/Dry Rot Control - Basement Waterproofing
Full Cellar Conversions - Structural Masonry Repairs - Structural Timber Re-Inforcement and Repairs*



Certificate of Guarantee

This Timberwise Guarantee is assigned to

Mr Lawrence Anderson

Guarantee for work carried out at

30 Campie Road
Musselburgh
EH21 6QG

Contract Numbers: SC10326
Report Date: 12/02/2024
Completion Date: 16/02/2024
Works: Damp Proofing 10 Years

Signed:

A handwritten signature in black ink, appearing to read "Mark Dal".



TERMS OF GUARANTEE

1. This Guarantee is provided by Timberwise (UK) Limited (company number 03230356), whose principal place of business is at 1 Drake Mews, Gadbrook Park, Cheshire, CW9 7XF ("Timberwise", "we", "us"), to the Customer named above ("you") in respect of the Works detailed above provided by Timberwise, subject to your compliance with the terms set out below.
2. This Guarantee is provided in addition to your statutory rights and any right or remedy which you may have under the terms and conditions of sale of Timberwise in place at the time the agreement between us and you for the Works was formed.
3. All Timberwise Guarantees are backed by our insurance policy relating to the same and additional guarantee protection cover can be arranged through the Guarantee Protection Trust.

Scope of Guarantee

4. Your Guarantee shall commence upon the Completion Date (as set out above) and shall, unless agreed otherwise in writing, continue for the following period (as applicable):
 - 4.1 Waterproofing: 10 years;
 - 4.2 Damp proofing: 20 years;
 - 4.3 Timber treatments: 20 years;
 - 4.4 Wall tie replacement and repair: 20 years; and
 - 4.5 Lateral restraints: 20 years. (the "Term").
5. Except as provided otherwise in the terms of this Guarantee, Timberwise guarantees the Works against the events set out in clause 6 caused by its defective workmanship for the Term, provided that:
 - 5.1 you have paid all sums due in respect of the Works; and
 - 5.2 you have at all times complied and continue to comply with the terms of this Guarantee (especially as regards the claims procedure).
6. The following events shall be covered by this Guarantee for each type of Works, to the extent Timberwise's liability is not otherwise excluded:
 - 6.1 Waterproofing: penetration by free water of the structural waterproofing system provided by Timberwise;
 - 6.2 Timber: any continuance or recurrence of infestation by wood-boring beetle (but excluding deathwatch beetle and termites) or attack by wood-rotting fungi, in any of the timbers treated by Timberwise against such beetles or fungi respectively;
 - 6.3 Damp proofing: any recurrence of rising damp only from the ground in any of the walls in which an installation for the control of such damp was provided by Timberwise;
 - 6.4 Wall tie replacement and repair: any material corrosion of wall ties installed by Timberwise or any wall ties not installed in accordance with the criteria laid down by the Building Research Establishment as in place at the time the Works were performed; and
 - 6.5 Lateral restraints: any material corrosion of lateral restraints installed by Timberwise or lateral restraints not installed in accordance with the criteria laid down by the Building Research Establishment as in place at the time the Works were performed.
7. This Guarantee does not apply to any damage or loss resulting from vandalism, the actions of any third parties (other than those authorised by Timberwise to assist in the performance of the Works) or any circumstances out of the reasonable control of Timberwise

Claims Procedure

8. If you wish to make a claim under this Guarantee (a "Claim"), you must send written notification and the particulars of your Claim to your nearest Timberwise office within 45 days of becoming aware of a suspected defect or failure and such notice must be received by us before the expiry of the Term.
9. Unless agreed otherwise by us in writing, no inspection or other action will be undertaken pursuant to your Claim until you have provided us with this Guarantee and all other relevant original documentation with any amendments thereto (which for the avoidance of doubt shall include all survey reports, quotations, specifications, drawings, plans and receipted invoices or other proof of payment). If you have lost your original documentation, Timberwise may be able to provide copies of the same provided we have such copies in our possession and that you pay the then current applicable administration fee. Such documents are posted to Timberwise at your risk, therefore we suggest they be sent by recorded delivery if sent by post.
10. Following notification of a Claim within the Term, presentation of all original paperwork (unless otherwise agreed) and payment of our then current inspection fee, we shall arrange for the inspection and investigation of the relevant site at a mutually convenient time.
11. You shall provide us with full unrestricted access to the property covered by this Guarantee for the purpose of conducting the inspection referred to in clause 10 above.
12. If, upon inspection, it appears to Timberwise that the Works were in any way defective so as to have resulted in the matters complained of in the Claim, the inspection fee shall be refunded to you and Timberwise shall carry out such further work as we deem necessary to remedy such defects (which, in the case of damp proofing, shall include any plastering work required where plastering was carried out as part of the Works only) free of charge (the "Remedial Works").
13. If, upon inspection, it appears to Timberwise that the Works were not defective, you decide not to pursue your Claim or Timberwise is otherwise not obliged to carry out Remedial Works under the terms of this Guarantee, we reserve the right to keep the whole inspection fee paid by you.
14. If, at the time of your Claim, any of the goods or materials used to provide the Works are out of stock or otherwise unavailable, when providing the Remedial Works Timberwise, acting in its absolute discretion, reserves the right to use such goods and / or materials which constitute, in its reasonable opinion, a suitable alternative to those goods and / or materials used to provide the Works.

Transfer of Guarantee and Third Parties

15. In the event of the disposal by you of the property at which the Works were carried out (the "Site"), this Guarantee shall be assignable by you to the new owner of the Site and your rights and obligations under this Guarantee shall be transferred to the new owner of the Site from the point of transfer provided that within 3 months of the change of ownership of the Site, the new owner shall have:
 - 15.1 given written notice of the change to Timberwise;
 - 15.2 paid Timberwise's then current transfer fee;
 - 15.3 presented the original documentation set out in clause 9 of this Guarantee; and
 - 15.4 permitted Timberwise's surveyor to inspect the Site (so as to discover any defects as might prejudice the Works) if Timberwise, acting in its absolute discretion, so requires.
16. For the purposes of this Guarantee and the Contracts (Rights of Third Parties) Act 1999, the person entitled to the benefit of the rights conferred by this Guarantee shall be you, or a new owner of the Site to whom the Guarantee is assigned in accordance with clause 15 above (the "Relevant Third Party"), provided always that the Relevant Third Party acknowledges and agrees that its rights under this Guarantee shall be subject to the terms and conditions set out in this Guarantee.
17. Timberwise shall be entitled in any action or proceedings by any Relevant Third Party to rely on any term in the Guarantee and to raise any equivalent rights in defence of liability as it would have against you or any previous Relevant Third Party. Furthermore, the Relevant Third Party shall be bound by any previous acts, omissions or default by you or any previous Relevant Third Party.
18. For the avoidance of doubt, you and each subsequent Relevant Third Party acknowledges and agrees that when it is no longer the owner for the time being of the Site, it shall no longer

be entitled to the benefit of the rights conferred by this Guarantee and that furthermore, neither you nor any Relevant Third Party shall be entitled to assign or transfer its rights and / or obligations under this Guarantee except as expressly provided.

19. Other than such rights as the Relevant Third Party may have pursuant to clauses 16, 17 and 18 above, nothing in this Guarantee is intended to confer any right to enforce any of its terms on any person who is not a party to this Guarantee.

Limit of Liability

20. This Guarantee shall be unenforceable against Timberwise in any of the following circumstances:
 - 20.1 where you purposefully, recklessly or negligently do anything that has the effect of preventing us from fulfilling our obligations or otherwise complying with the terms of this Guarantee;
 - 20.2 where you have failed to provide us with written notice of your Claim under clause 8 within 45 days from the date upon which the existence of such a claim was discovered or could, with the exercise of reasonable diligence by a contentious occupier of the Site, have been discovered;
 - 20.3 where you have failed to fulfil any of your obligations under the terms of this Guarantee or any relevant parts of the terms and conditions of sale of Timberwise in place at the time the agreement between us and you for the Works was formed (especially as regards the claims procedure set out in clauses 8 to 11 above);
 - 20.4 by any transferee where this Guarantee has not been transferred in accordance with clause 15 above;
 - 20.5 where any sums due in relation to the Works (including additional costs and interest) remain outstanding and / or payment of any such costs was not paid by you within three months of the date upon which the same fell due;
 - 20.6 where the Site has not been kept in a good and proper state of maintenance including as regards, by way of example only, maintenance of rain water goods and disposal systems, soil and waste disposal, hot and cold water systems, internal and external ground levels relative to damp-proofing courses and internal floor levels, adequate sub-floor through ventilation and general structure of the Site;
 - 20.7 where defects have arisen from chemical attack howsoever caused;
 - 20.8 where you have failed to comply with any after-care advice however given to you by Timberwise (or anyone acting on our behalf) in relation to the Works and / or the Site, including where any recommended further works were not carried out effectively, with good and proper materials, with reasonable skill, in a good workmanlike manner, in accordance with good industry practice and/ or within any timescales recommended by us (and in any event by no later than the date 12 weeks' from the date advice regarding such further works was provided); or
 - 20.9 where, subsequent to the completion of the Works, there has been any disturbance to the Works carried out by Timberwise, whether by way of your own investigations, any attempted repairs, structural alterations, service penetrations, rodent attacks, fire, flood, storm, subsidence, land slip, land heave, earthquake, inundation, settlement of the building or otherwise.
21. This Guarantee shall be unenforceable against Timberwise in the following circumstances (as applicable to the type of Works to which this Guarantee relates):
 - 21.1 Waterproofing:
 - 21.1.1 in the event where it is found that condensation, however occurring, is the cause of dampness;
 - 21.1.2 where sumps, pumps and channels are an integral part of the waterproofing system and are not maintained and serviced at the intervals recommended by Timberwise, such maintenance and servicing to take place on at least an annual basis;
 - 21.1.3 where the ground conditions and / or direction of water courses have changed subsequent to the Report being undertaken and / or any specification being prepared;
 - 21.1.4 where the Works have been damaged in any way howsoever by you or anyone acting on your behalf in respect of any type of wall, ceiling or floor fixing other than those that have been specifically approved by Timberwise;
 - 21.1.5 where the surface of a cementitious based waterproofing system has been covered by a vapour check;
 - 21.1.6 where damage has been exacerbated by long term leaks that were not reported to Timberwise as soon as they became apparent;
 - 21.1.7 where drainage becomes dislodged, blocked and / or the pumping equipment fails;
 - 21.2 Timber:
 - 21.2.1 any continuance or recurrence of infestation by deathwatch beetle, any external timbers, and timbers partially exposed externally; and
 - 21.2.2 where the moisture content in any timber treated by Timberwise has been allowed to exceed 20% at any time subsequent to completion of the Works.
22. Your sole remedy against Timberwise under this Guarantee shall be limited to the remedy provided for in clause 12 above and shall not include liability for any consequential losses. For the avoidance of doubt, consequential loss means any indirect, special or consequential damages or losses suffered or incurred by you and shall include, without limitation, damages to or losses of data, furniture or equipment, economic loss or damage, loss of profits, interest, business revenue, anticipated savings, business or goodwill, any losses costs or expenses which are not directly incurred by you wholly in respect of or which are additional to the Works for which indemnity is provided by this Guarantee, 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 and the incurring of liability for losses or damages of any nature whatsoever suffered by third parties (including in each case incidental and/or punitive damages). Unless you are a consumer, this clause shall apply even if Timberwise is advised in advance of the possibility of any such losses and/or damages.

Disputes

23. Without prejudice to either of the parties other rights or remedies, in the event of a dispute arising under this Guarantee as to the amount to be paid or the work to be performed, the dispute may by agreement between the parties be referred for determination by an expert chosen by mutual agreement between the parties.
24. If the parties are unable to agree on an expert within 7 days after the request by one party to another or if the expert agreed upon is unable or unwilling to act, either party may apply to the Director of the Property Care Association for the appointment of a suitably qualified and experienced expert for the dispute in question.
25. This Guarantee shall be governed by and construed in accordance with the laws of England. The courts of England shall have exclusive jurisdiction in relation to any dispute (contractual or otherwise) arising out of this Guarantee unless you are a consumer living in Scotland or Northern Ireland, in which case you may bring proceedings in the jurisdiction in which you are domiciled.