

**GARRATT'S LTD**  
DAMP & TIMBER

THE WORKSHOP, 39 MARLIN SQUARE, ABBOTS LANGLEY, HERTFORDSHIRE, WD5 0EG  
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## Contract Terms & Conditions of Garratt's Damp & Timber Ltd

**Please read this document carefully as it will tell you everything you need to know about how we deal with each other when we carry out Services in your home or premises. If you have any questions, please let us know before you accept the quote.**

### Application and entire agreement

1. These Terms and Conditions apply to the provision of the goods and services detailed in our quotation (Services) by Garratt's Damp & Timber Ltd a company registered in England & Wales under number 06586390 whose registered office is at The Workshop, 39 Marlin Square, Abbots Langley, Hertfordshire WD5 0EG (we or us) to the person, Partnership or Limited Company buying the Services (you).
2. You are deemed to have accepted these Terms and Conditions when you accept our quotation for the delivery of the Services and these Terms and Conditions and our quotation (the Contract) are the entire agreement between us.
3. You acknowledge that you have not relied on any statement, promise, or representation made or given by or on our behalf. These Conditions apply to the Contract to the exclusion of any other terms that you try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

### Interpretation

4. A "business day" means any day other than a Saturday, Sunday or Bank Holiday.
5. The headings in these Terms and Conditions are for convenience only and do not affect their interpretation.
6. Words imparting the singular number shall include the plural and visa versa.

### Services

7. We warrant that we will use reasonable care and skill in our performance of the Services which will comply with the quotation, including any specification in all material respects. We can make any changes to the Services which are necessary to comply with any applicable law or safety requirement, and we will notify you if this is necessary.
8. We will use our reasonable endeavors to complete the performance of the Services within reasonable time; however, time shall not be of the essence in the performance of our obligations.
9. All of these Terms and Conditions apply to the supply of any goods as well as services unless we Specify otherwise.

### Your obligations

10. Before we supply the Services detailed in your quote and or report you must obtain any permissions, consents, licenses or otherwise (including but not limited to Planning Permissions, Building Regulation approval(s) and Party Wall Agreements/ Consents to adjoining and or adjacent properties) that we need and must give us unlimited access to any and all relevant information, materials, properties and any other matters which we need to provide the Services. In the event you do not comply with this clause we can terminate the Services.
11. If your property is a listed building, it is your responsibility to make sure that you get any permission you need before we start work and we will need evidence from you that you have got this permission. If you do not get the permission you need, you may be prosecuted in the criminal courts. We will not be able to

start any work if you have not got the appropriate planning permission or if you are unable to give us evidence that you have this permission. If we carry out Services at your property and you have given us false or inaccurate information, you will compensate us for any losses we suffer because of your failure to get the permission you needed, which may include court fines and penalties.

12. You must provide us and our employees, agents or sub-contractors with the following:
  - a) a supply of mains electricity to the working area or in the event that electricity is not available you must notify us 3 days before the commencement of Services to enable us to supply a generator for use by our technicians;
  - b) an available supply of clean water to the working area;
  - c) allow free access to technicians and their vehicles during working hours;
  - d) you may arrange for the provision of a skip and any associated license or alternative waste removal for the removal normal waste associated with our Services. In the alternative we will at your request remove waste for a fee detailed in our report and or quotation.
13. The price we quote does not include the cost of removing any dangerous waste materials, such as asbestos, that we could not reasonably identify when we completed our inspection and gave you your quote. You can call a specialist contractor to remove these dangerous materials or we may be able to arrange for them to be removed at an extra cost. When asbestos is removed you will need to produce a "site clearance for reoccupation" certificate, which you can get from the asbestos removal company, before we can continue work at your property.
14. We may need you to lift carpets remove skirting boards or take up all or some of other floor coverings, including but not limited to tongue and grooved floor coverings, parquet, hardwood, rubber, stone or tiled floors, so that we can complete the Services detailed in our quote. It may also be necessary to ask you to remove other fixtures and fittings including but not limited to central heating radiators, water pipes and electric cables. We will give you as much notice as possible if we need to do this. You can call a specialist contractor to do this work or we may be able to do it for you at an extra cost. If we do this work for you we will only be responsible for any unnecessary damage caused directly by our negligence and it will be your responsibility to put the flooring or other fixture and fittings back once the work is completed. We do not replace or complete reinstatement of any fixtures and or fittings removed including but not limited to floor coverings, radiator, water pipes, electric cables.
15. We will take care to carry out our Services without causing damage to your property. If we cause unnecessary damage because of our negligence we will put it right. Sometimes to complete our services we have to apply protective sheeting using tape/ staples that can cause damage to decorative surfaces on occasion. The final plaster finish will require light sanding and sometimes filler where a join has been created. The removal of skirting boards can cause damage/ breakage to the boards, especially if they are weakened by dampness. You may need to redecorate, repair, or restore certain areas once the Services have been completed. This is not included in the fee we quoted and you will be responsible for this. Hidden pipes concealed in walls may require emergency repair if struck when works are carried out. If a plumber is required this will be communicated to you. Subject to receiving your approval we will instruct a suitable contractor to complete any necessary works. Alternatively, you may instruct your own contractor. Please note these additional works are not included in the fees detailed in our survey and or our quote. You will be responsible for paying these additional fees.
16. You must satisfy yourself as to the structural condition of your property. Save for the matters identified in our survey report no warranty can be implied or given in respect of any other aspect of the building structure or fabric of the building other than the issue to which the attached report is directed. If we find structural defects after we have started delivering our Services we will draw these defects to your attention.
17. If structural works have been completed to your property after our Services have been completed, it may be necessary for us to complete additional work. We will charge an additional fee for any additional work completed.
18. If you are a tenant, you will need your landlord's permission before you allow us to start work, and we may need you to give us evidence that you have got this permission. If we carry out work at the landlord's property and you have not got permission or have given us false or inaccurate information, you will compensate us for any losses we suffer because of your failure to get your landlord's permission.

19. If you are a leaseholder, you will need your freeholder's permission before you allow us to start work and we may need you to give us evidence that you have got this permission. If we carry out work at the freeholder's property and you have not got permission or have given us false or inaccurate information, you will compensate us for any losses we suffer because of your failure to get your freeholder's permission.

20. We are not liable for any delay or failure to provide the Services if this is caused by your failure to comply with the provisions of this section.

### **Fees**

21. The fees for the Services are set out in the report and quotation.

22. In addition we can recover from you:

- a) reasonable incidental expenses including but not limited to, travelling expenses, hotel costs;
- b) the costs of services provided by third parties and required by us for the performance the Services;

23. If you or an agent acting on your behalf request additional Services you must pay us for any additional Services provided by us that are not specified in the report and or quotation. Any additional Services that you request outside of those detailed in our report and or quotation may be requested verbally, via telephone or face to face on site by you or your agent but then must be confirmed in writing or via email before we will commence the additional Services.

24. The Fees are exclusive of any applicable VAT and other taxes or levies which are charged by any competent authority. You shall in addition pay the amount of any VAT, other taxes or levies chargeable in respect of Services provided by us.

### **Cancellation and amendment**

25. We can withdraw, cancel or amend a quotation if it has not been accepted by you, or if the Services have not started within a period of 90 calendar days from the date of the quotation, (unless the quotation has been withdrawn).

26. Either we or you can cancel an order for any reason prior to your acceptance (or rejection) of the quotation.

27. If you want to amend any detail of the Services you must tell us in writing or email as soon as possible. We will use reasonable endeavors to make any required changes and additional costs will be included in the Fees and invoiced to you.

28. If, due to circumstances beyond our control, including those set out in the clause below (Circumstances beyond a party's control), we have to make any change in the Services or how they are provided, we will notify you immediately, verbally if on site. We will confirm any changes in writing or via email . We reserve the right to use alternative materials other than those specified in our report and or quote. Any alternative goods or services provided will be of equal quality and or performance. We will provide you with a new specification in writing or via email.

### **Payment**

29. We require payment of the contract fees for the Services provided either:

- a) when we have completed the Services unless otherwise agreed in writing between the parties. or
- b) within 5 days of the date of our invoice or otherwise in accordance with any credit terms agreed between us.

30. You must pay a deposit amounting to 25% of the fees for the Services due to be performed. We retain the right to withhold any deposits paid when works are cancelled within a 7 business day period prior to the commencement of Services.

31. Time for payment shall be of the essence of this contract.

32. Without limiting any other right or remedy we have for statutory interest in respect of commercial debts, if you do not pay within the period set out above, we will charge you interest at the rate of 4% per annum above the base lending rate of the Bank of England from time to time on the amount outstanding until payment is received in full.

33. All payments due under these Terms and Conditions must be made in full without any deduction or withholding except as required by law and neither of us can assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any such amount in whole or part.

34. If you do not pay within the period set out above, we can suspend any further provision of the Services and cancel any future Services which have been ordered by, or otherwise arranged with you.

35. Receipts for payment will be issued by us only at your request.

36. All payments must be made in British Pounds unless otherwise agreed in writing between us.

a) Any card payments made over the phone incur an extra charge of £1.50

#### **Sub-Contracting and assignment**

37. We can at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of our rights under the Terms and Conditions and can subcontract or delegate in any manner any or all of our obligations to any third party.

38. You must not, without our prior written consent, assign, transfer, charge, sub-contract or deal in any other manner with all or any of your rights or obligations under these Terms and Conditions.

#### **Termination**

39. We can terminate the provisions of the Services immediately if you:

- a) commit a material breach of your obligations under the Terms and Conditions; or
- b) fail to make payment of any amount due under the Contract on the due date for payment; or
- c) are or become or, in our reasonable opinion, are about to become, the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtors; or
- d) enter into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with its creditors; or
- e) convene any meeting of your creditors, enter into voluntary or compulsory liquidation, have a receiver, manager, administrator or administrative receiver appointed in respect of your assets or undertakings or any part of them, any documents are filed with the court for the appointment of an administrator in respect of you, notice of intention to appoint an administrator is given by you or any of your directors or by a qualified floating charge holder (as defined in paragraph 14 of Schedule B1 of the Insolvency Act 1986 as amended), a resolution is passed or petitioned presented to any court for your winding up or for the granting of an administrative order in respect of you, or any proceedings are commenced relating to your insolvency or possible insolvency.

#### **Intellectual property**

40. We reserve all copyright and any other intellectual property rights which may subsist in any goods supplied in connection with the provision of the Services. We reserve the right to take any appropriate action to restrain or prevent the infringement of such intellectual property rights.

41. The attached survey report is produced for the sole use of the client and no other party. The provisions of the Contract (Rights of Third Parties) Act 1999 are specifically excluded from this contract.

#### **Liability and indemnity**

42. Our liability under these Terms and Conditions, and in breach of statutory duty, and in tort or misrepresentation or otherwise, shall be limited as set out in this clause.

43. The total amount of our liability is limited to the total amount of Fees payable by you under the Contract.

44. We are not liable (whether caused by our employees, agents or otherwise) in connection with our provision of the Services or the performance of any of our other obligations under the Terms and Conditions or the quotation for:

- a) any indirect, special or consequential loss, damages, costs, or expenses or;
- b) any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or, other third party claims; or

- c) any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control; or
- d) any losses caused directly or indirectly by any failure or your breach in relation to your obligations; or
- e) any losses arising directly or indirectly from the choice of Services and how they will meet your requirements or your use of the Services or any goods supplied in connection with the Services.

45. You must indemnify us against all damages costs, claims and expenses suffered by us arising from any loss or damage to any equipment (including that belonging to third parties) caused by you or your agents or employees.

46. Nothing in these terms and Conditions shall limit or exclude our liability for death or personal injury caused by our negligence, or for any fraudulent misrepresentation, or for any other matters for which it would be unlawful to exclude or limit liability.

#### **Circumstances beyond a party's control**

47. Neither of us is liable for any failure or delay in performing our obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, industrial action, civil unrest, fire, flood, poor weather conditions, earthquakes, acts of terrorism, acts of war, governmental action, presence of protected animal species or any other event that is beyond the control of the party in question. If the delay continues for a period of 90 days, either of us may terminate or cancel the Services to be carried out under these Terms and Conditions.

#### **Communications**

48. All notices under these Terms and Conditions must be in writing and signed by, or on behalf of, the party giving notice (or duly authorised officer of the party).

49. Notices shall be deemed to have been given:

- a) when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient;
- b) when sent, if transmitted by fax or email and a successful transmission report or return receipt is generated;
- c) on the fifth business day following mailing, if mailed by national ordinary mail; or
- d) on the tenth business day following mailing, if mailed by air mail.

50. All notices under these Terms and Conditions must be addressed to the most recent address, email address or fax number notified to the other party.

#### **Guarantees**

51. On receipt of full payment of our fees for Services provided we will issue a Guarantee Certificate for the Services completed. We provide the following guarantees detailing the following Rectification Periods:

- We guarantee to replace free of charge, the damp proof course installed if it proves to be defective due to faulty workmanship within a period of 20 years from the contract completion date;
- We guarantee to replace free of charge, the Tanking Systems if it proves to be defective due to faulty workmanship within a period of 10 years from the contract completion date;
- We guarantee to replace free of charge, the mechanical ventilation units installed if it proves to be defective due to mechanical failure within a period of 5 years from the contract completion date;
- We guarantee to treat free of charge, the areas of structure if it proves that they have suffered re-infestation of wood boring insect/ dry rot within a period of 20 years from the contract completion date.

Guarantees made by us for Services provided are subject to contractual conditions and these conditions are incorporated into this contract for Services. **Please read these guarantee conditions carefully as they will tell you everything you need to know about the contractual conditions of your guarantee(s). If you have any questions, please contact us before you accept the quote and or sign this contract.**

### **Conditions applicable to all Garratt's Damp & Timber Ltd Guarantees**

- i) Any guarantee issued by Garratt's Damp & Timber is in the name of the property where Services are completed and not the property owner. Transfer or sale of the property does not affect the validity of the Guarantee.
- ii) It is a condition of any Garratt's Damp & Timber Ltd guarantee that any claim made by you or a person entitled to the benefit of any such guarantee must make a claim in writing within three months from the date upon which the existence of any such claim, (with the exercise of reasonable diligence by an occupier of the affected premises) could have been discovered.
- iii) **A property re-inspection charge will be made prior to a re-inspection being carried out.** This re-inspection charge will be refunded if we deem the guarantee claim to be valid. The current fee applicable is displayed on the Company web site [www.dampproofing-London.co.uk](http://www.dampproofing-London.co.uk)
- iv) At the time of making a claim you must produce the original guarantee certificate, original survey report, quotation, specification of works completed, drawings, plans and receipted invoice(s). Photo copies of these documents are not acceptable. Certified copies of original documentation can be requested from us on payment of a fee. The current fee applicable is displayed on the Company web site [www.dampproofing-London.co.uk](http://www.dampproofing-London.co.uk)
- v) That the contract payment for Services has been made in full at the time that we completed the Services or within 5 days of the date of our invoice or otherwise in accordance with any credit terms agreed in writing between us. Non payment will automatically render the guarantee null and void.
- vi) The guarantee is automatically invalidated if a fraudulent, misleading or exaggerated claim is made.
- vii) We accept no liability for any loss (including consequential loss) or damage arising from our Services beyond making good of the Service in question.
- viii) It is a condition that any associated building works advised or recommended by us prior to, at the time of, or subsequent to the completion of our Services must have been completed within 12 weeks of the contract completion date or said advice if made after the completion of the contract. Any works advised or recommended must be completed by the client's contractor with good and proper materials and in workman like manner to the appropriate Industry Standard.

### **Additional conditions applicable to all Garratt Damp & Timber Ltd Chemical Damp Course Guarantees**

- i) It is a condition that damp course treatments are not modified, interfered with or damaged. In the event that the damp course failure is due to any such modification, interference or damage we reserve the right to charge you for any repair works required.
- ii) All newly applied plaster finishes must be allowed to dry before redecoration. Redecoration using breathable water based emulsion paint can be carried out after a minimum 4 weeks of drying. Wallpapering of treated areas must not be carried out until the walls are fully cured, this may take between 6-12 months.
- iii) Re-plastering carried out by you or a third party is not covered by this guarantee.
- iv) Any recommended additional works identified in our original inspection report, or quotation or subsequent to the treatment carried out by us, that were considered necessary for the damp proof course system to remain effective after the installation must have been incorporated within 12 weeks of the contract completion date.
- v) The guarantee only covers treatment for capillary dampness (Rising Damp). All other forms of damp including but not limited to, ground water ingress or penetrating damp are expressly excluded from any guarantee unless specified as included in our survey report.

### **Additional conditions applicable to all Garratt Damp & Timber Ltd Woodworm Guarantees**

- i) Reasonable access must be allowed to allow our staff to re-inspect timbers serviced, if considered necessary during a period of 20 years from the completion of Service.

### **Additional conditions applicable to all Garratt Damp & Timber Ltd Wet/ Dry Rot Guarantees**

- i) This guarantee will not cover our treatment Service if the area is subsequently allowed to get damp.
- ii) Reasonable access must be allowed to allow our staff to re-inspect timbers serviced, if considered necessary during a period of 20 years from the completion of Service.

## **Additional conditions applicable to all Garratt Damp & Timber Ltd Tanking Guarantees**

### **Cementitious Tanking**

- i) Newly applied cementitious tanking finish must be allowed to dry for a minimum of 4 weeks before redecoration.
- ii) All newly applied plaster finishes must be allowed to dry before redecoration. Redecoration using breathable water based emulsion paint can be carried out after a minimum 4 weeks of drying. Wallpapering of treated areas must not be carried out until the walls are fully cured, this may take between 6-12 months.
- iii) Treated areas must not be pierced, including but not limited to by nails. Where possible fixtures should be adhered onto treated walls using glue. Any fixtures requiring screws should be applied by bedding the rawplug into the wall using a good application of waterproof silicone sealant.

### **Membrane Tanking**

- i) Newly applied membrane tanking finished with a plasterboard and skim finish must be allowed to dry for a minimum of 1 week before redecoration.
- ii) Redecoration using breathable water based emulsion paint can be carried out after a minimum 1 week of drying. Wallpapering of treated areas (provided the finish is plasterboard with a skim coat) may be carried out after a minimum of 1 week drying time. Fittings applied to tanked areas should be applied using glue where possible or specialist wall plugs if holes need to be made.
- iii) The membrane sheeting behind the plasterboard must not be punctured or altered.

## **Additional conditions applicable to all Garratt Damp & Timber Ltd Flooring Guarantees**

- i) This guarantee will not cover water ingress where you have allowed the system to be punctured or altered.

## **Additional conditions applicable to all Garratt Damp & Timber Ltd Humidistat Ventilation Systems Guarantees**

- i) This guarantee covers mechanical failure of the unit.
- ii) The guarantee will not cover failure due to lack of maintenance. The impellor on extractor fans must be regularly cleaned of dust and debris. A user guide may be requested by you.
- iii) Electrical components (to include wiring) must not be modified or changed.
- iv) We do not guarantee that condensation will never occur, as this is dependent on many factors including but not limited to individual living circumstances.

Specimen copies of Garratt's Damp & Timber Ltd guarantees are available to view on our Company web site [www.dampproofing-London.co.uk](http://www.dampproofing-London.co.uk)

### **Guarantee Claims**

All claims must be directed to:

In writing - Garratt's Damp & Timber Ltd, The Workshop, 39 Marlin Square, Abbots Langley, Hertfordshire WD5 0EG

By email – [garrattdamp@gmail.com](mailto:garrattdamp@gmail.com)

### **Data protection**

52. We will use your personal data so that we can process your order and fulfill our obligations to you under this agreement. Consequently, we may pass your details to our agents and or sub-contractors in our role as Data Controller. In order to protect your interest, we require all customers to verify their identity when dealing with us. We may require you to provide a contact number or other unique information before we discuss your order with you. We may carry out enquiries about you with one or more licensed credit reference agencies before we proceed with your order. You agree that we may make such enquiries as are necessary in relation to this order or any future order you enter into with us.

### **Complaints**

53. We will always aim to do our best. However, there may be times when things go wrong. If you have a complaint about any part of our service or products please contact us on telephone number 01923 260510 or write to us at:

Address: Garratt's Damp & Timber Ltd, The Workshop, 39 Marlin Square, Abbots Langley, Hertfordshire WD5 0EG  
Or you can email us at: – [garrattdamp@gmail.com](mailto:garrattdamp@gmail.com)

54. A copy of our complaints procedure is available on request or via our web site [www.dampproofing-London.co.uk](http://www.dampproofing-London.co.uk)  
We will try to deal with the matter immediately. However, if we can't, we will keep you informed about the progress of our investigation. If for any reason you are not happy with our final response, or if it has been over 8 weeks since you first raised your concerns with us you may be able to refer your complaint to the Federation of Master Builders Alternative Dispute Resolution Service. Details of how to complain to the Federation of Master Builders Service are available at [www.fmb.org.uk](http://www.fmb.org.uk)

**Rights and remedies generally**

55. Statutory and common law rights are not restricted by the terms of this contract. The limitation period for a contract that is signed by the Parties is 6 years from the date of the breach. The limitation period should not be confused with the Rectification (Guarantee) Period, which is provided to facilitate the remedying of the Contractors defective work by allowing us to return to site to make good.

**No waiver**

56. No delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other right or remedy nor stop further exercise of any other right, or remedy.

**Severance**

57. If one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that/ those provisions will be deemed severed from the remainder of these Terms and Conditions which will remain valid and enforceable.

**Law and jurisdiction**

58. This agreement is governed by the laws of England and Wales. All disputes arising under these Terms and Conditions are subject to the exclusive jurisdiction of the English courts.

**I have read this document, fully understand its terms and conditions and should I cancel within a 7 business day period prior to the commencement of Services I may lose any deposit monies paid. I acknowledge having received a true copy of this contract.**

**Property Address:**

**Customers Signature:**

**Date:**

**Full Name (Print)**

**If signing on behalf of a Partnership or Company please state position in Partnership or Company**

**Signed by for and on behalf of Garratt's Damp & Timber Ltd:** *Gillian Garratt*