

**PETER  
COX**

raising standards in property preservation



# Survey Report & Proposal



raising standards in property preservation

Peter Cox  
Uxbridge Branch Office

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14th December 2022

Reference No: ENQ700562  
Eversley Village Hall Committee  
Eversley Village Hall, Glaston Hill Road  
Eversley  
HOOK  
Hampshire  
RG27 0LX

#### PROPERTY ADDRESS

Eversley Village Hall, Glaston Hill  
Road  
Eversley  
HOOK  
Hampshire  
RG27 0LX

Dear Mrs Kim Russell

Following my survey of the above property on 14th December 2022, I am pleased to enclose our Survey Report.

In accordance with your instructions, we have confined our inspection to the areas as indicated by you. If there are any omissions or if you believe that we have misinterpreted your survey instructions we apologise and if so we would be obliged if you could inform us as soon as possible so we can rectify any problems.

As soon as we receive your signed acceptance form, arrangements will be made to undertake the work.

This Survey Report has been sub-divided into convenient sections so that you may easily find details of the survey, our recommendations and any quotations as applicable as well as other useful information.

In the meantime, if there are any points that you wish to discuss, you can contact me using the details below.

Yours sincerely

**Mark Parton CSDB**

Advanced Area Surveyor  
07387258036  
mark.parton@petercox.com

## PROPERTY DESCRIPTION

The property is a Detached commercial property .

## THE SURVEY

In accordance with your specific instructions, we carried out a survey of the undermentioned parts of Eversley Village Hall, Glaston Hill Road, Eversley, HOOK, Hampshire, RG27 0LX on the 14th December 2022. Our findings and recommendations are set out below and should be read in conjunction with the enclosed General Notes for clients and Health and Safety precautions.

We must draw to your attention that this survey was conducted only in those areas that we were requested to inspect. Solely to identify evidence of Damp / Condensation / Mould , Woodboring Insects / Fungal decay .

NOTE: The terms left, right, front and rear are used as if facing the front elevation of the building from outside.

## SURVEY

### External Survey

- The weather conditions at the time of the inspection were overcast / Temp-4 / Time 10.30am
- Entrance to Property
- The external ground level is at least 150mm below damp proof course level on all elevations and it is important that this clearance is maintained.



- Gutters and downpipes to the property require attention
- Your own contractor to check and maintain/repair as necessary all gutters, downpipes, external joinery timbers and roof coverings.
- High ground level to the rear of property







- There are existing air vents in the external wall and their function is to ventilate.
- The recommended air vents installation should be 1.8m apart and kept clear at all time

- Soldier bricks above windows to the rear of property show signs of sanging and will require attention

Discussed with client in replacing with concrete lintels

- Mortar joints to property requires attention ( as discussed various areas require attention, these works can be done when the contractor installs the new lintels )
- Brickwork shows signs of water staining to areas and this is likely to have resulted in the masonry becoming porous and prone to rainwater penetration.
- The most common visual symptom of rain penetration is damp patches on internal walls, often causing paint to flake or wallpaper to peel. However damp masonry caused by penetrating damp can also result in a wide range of other symptoms including:
  - Reduced thermal resistance of damp masonry – causing heat loss and condensation.
  - Reduce the efficiency of cavity wall insulation if fitted.
  - Moss and mould growth.
  - Frost damage.
  - Rotting of embedded timbers.
  - Disfiguring carbonate deposits
- Noted on day bricks stacked up against wall this will bridge the damp proof course and allow damp to penetrate area
- Also noted and discussed areas where water / Condensation from external machinery has cause heavy damp ingress to surrounding brick work and requires attention
- You should arrange for a local trade to inspect . No allowance has been made for this work in our quotation.









- As discussed on visit we client, the flat roof will need checking mainly the area between the pitched and flat roof meet.

Client will need any recommendations carried out to stop rainwater penetration into building

Client will need a specialist company to inspect

- Discussed on visit were drainage issues, client to check drainage and to see if there are any soak aways or if the drain into one of the perimeter ditches

- Basement area

Pump requires attention either not working or not strong enough to pump the water way .

Noted the external pipe also seemed to small to take the amount water needed in basement

There is no battery back-up or no alert system either notifying someone of an issue when not working

I have attached data sheets as discussed to help in future

## Internal Survey

### Ground, basement

#### Floor(s)

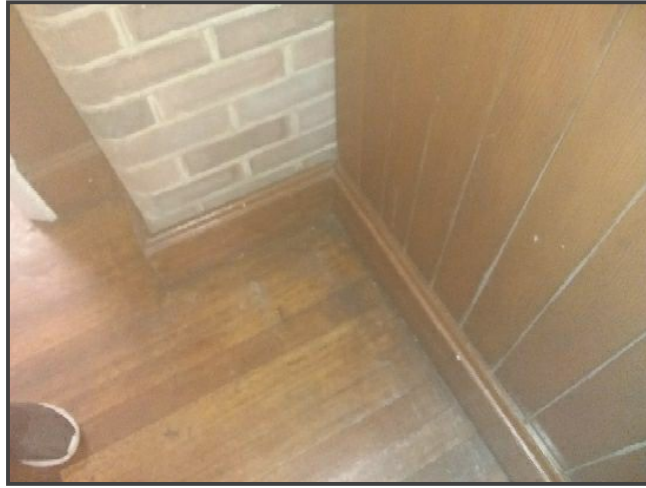
- Area of concern main hall

No access could be obtained to the sub floor area at the time of the survey and therefore our examination and findings were necessarily curtailed. We will be pleased to carry out another inspection when notified by you that full access has now been made available. A supplementary report could then be submitted together with a covering specification and quotation if appropriate.

- I have agreed to return if required once area has been exposed
- As discussed on visit , visual signs to area show timbers to area have dropped / sagged due to wet rot to the timbers with in the area ( joist end and or possibly wall plate damaged )

This is possibly due to previous lack of ventilation or high level of moisture to area





- Inspection was not practicable due to basement been flooded so no access at time of visit
- Previous surveys have revealed old and active infestations by woodboring insects were identified to under the stage area



## Recommendations

- Area will need to be exposed as discussed and will need a local specialist trade to remove hall floor and to refit after treatment and any remedial works have been carried out

- We have enclosed treatments advised for both areas and have split quotations of works giving you peace of mind with a 20 year guarantee as discussed and agreed

- Timbers to basements area only

We are to carry out a dual treatment for woodworm and fungal No. 2 as follows:  
For exposed timbers in basements under stage area only as specified, all exposed timbers will be brushed down and a dual fungicidal / insecticidal fluid applied to all such exposed surfaces.

- Main Hall sub floor area only

Due to accessing the sub floor , once area is exposed we will carry out a fogging treatment to sub floor timbers and have enclosed a quotation for works

## Walls

- Restrictions to area due to furniture and fittings
- Restrictions to area due to sanitary, kitchen units and associated pipeworks
- Evidence of the black spot mould (*Aspergillus niger*) was located on the wall surfaces within the property . This mould growth is consistent with high levels of atmospheric moisture being present within the property.

## CONDENSATION IN THE HOME

Condensation is caused when water vapour comes in contact with cold surfaces and condenses to form dampness or water droplets. Air can contain varying amounts of water vapour; the amount of water vapour contained in air is related to air temperature, hence the term "relative humidity"; warm air can hold more water vapour than cold air. When warm air comes into contact with a colder surface, it cools down and can't retain the same amount of water vapour. The excess water vapour is released and forms condensation. Water vapour is invisible in air and is formed when you carry out normal daily activities in the home such as boiling kettles, cooking, drying clothes, pets, the use of non-flued heating and even breathing. It can also occur in a new home because building materials, such as mortars and plaster contain a large amount of water.

Air within the living environment becomes saturated with water vapour. When these conditions prevail the air inside the property becomes saturated.

## PRODUCE LESS MOISTURE

Leave trickle vents (slotted vents in the window or window frames) open when rooms are occupied even in the winter when your heating is on.

The kitchen and bathroom extractor fans should be used when cooking and showering and left on for a period of time afterwards. Ideally a fan with a built in humidistat should be fitted to these areas.

When using the kitchen or bathroom , try and keep the door closed when possible so that moist or stale air is contained within the room for the extractor fan to remove.

While cooking , try and cover all pots and pans and avoid leaving anything on the boil for too long to help reduce the steam created.

Furniture should be kept clear of the external walls to allow better air circulation. If unable to keep well clear, keep at least a small gap between the walls and furniture, particularly against "cold walls" and allow ventilation of any cupboards to keep air flow moving.

Washing should not be dried indoors. If this is not possible, avoid drying laundry on a clothes airer or radiator. If you need to dry clothes indoors, open the window and close the door of the room where the clothes are drying, so that moisture can escape outside rather than circulate around your home.

If you use a vented tumble dryer, make sure it is properly vented to a open window or door or through an outside wall.

As it is cold air that causes warm air to release moisture, keep heating levels within the property at a constant and moderate temperature.

When condensation appears wipe away as soon as possible."

- Please note that some mould has been cleaned but will keep returning until specialist cleaning products are used and all spores are removed
- Lateral penetration appears to be the cause of the dampness to the area / areas is being caused by the defects stated in our external observations these items should be attended to by the clients own builder under separate contract.
- Rain penetration into masonry (penetrating damp) can occur in buildings of all ages. At its most obvious, it penetrates right through the wall and is visible as a damp patch on the internal wall – often causing discolouration and peeling / flaking of paintwork or wallpaper. However, rainwater penetration can be damaging to a property, even if it does not penetrate all the way through a wall. For example, moss growth, increased heat loss, and frost damage can be caused by rain penetration into masonry.

Rain penetration is not a problem that is restricted to single-skin walls , cavity wall insulation can provide a pathway for rain penetration to track through cavity walls.

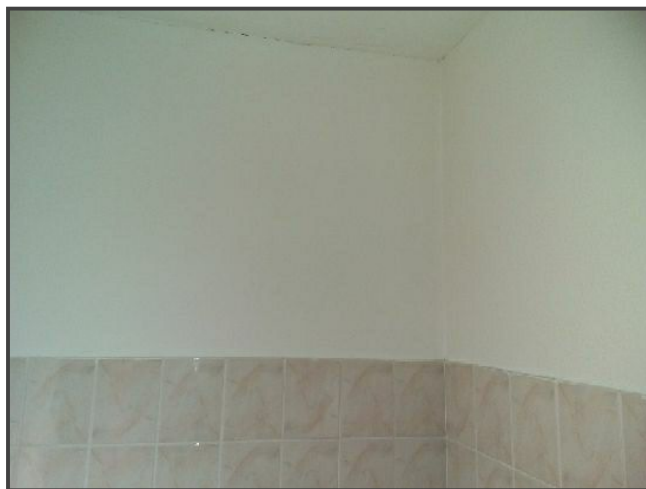
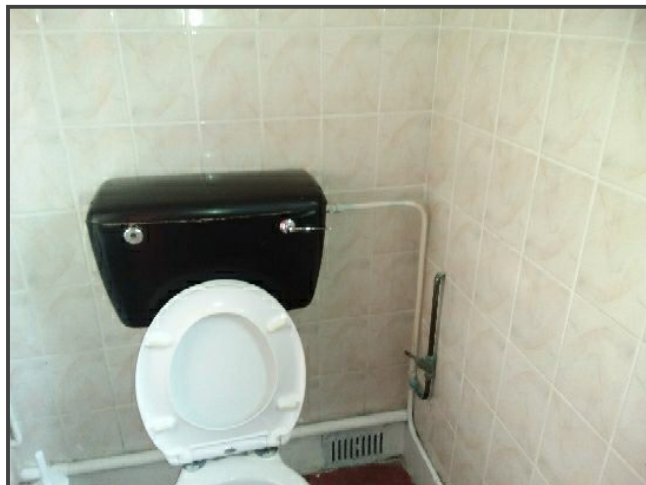
In many cases, rain penetration is caused by poorly designed or maintained buildings details (e.g. blocked downpipes or leaking gutters) causing large amounts of rainwater to flow over a small section of masonry. In these cases, the penetrating damp can usually be cured by rectifying the defect.

In other cases, rain penetration can be caused by the masonry wall not being weathertight enough to withstand local weather conditions. Often the weathertightness of the masonry can be improved using external render, cladding, or a external masonry products such as Peter Cox Thermotek Masonry Cream

- Visual evidence indicates a problem of condensation caused by cold bridging from (solid lintel, uninsulated eaves, cavity detail, solid wall)
- Relative humidity readings taken with a hygrometer in conjunction with surface temperature readings confirmed that conditions are conducive to condensation occurring.
- Condensation can be most apparent on cold surfaces e.g., windows, solid external walls and particularly in areas of poor air flow i.e., corners of rooms, behind furniture, in cupboards etc. Like other sources of moisture, condensation is likely to increase heat loss from the building and can be a contributable factor of fungal decay.
- Mould growths associated with condensation can become damaging not only to decorations and furnishings but also to the health of occupants, particularly if dust mites are present. Mould in itself is not normally the problem, unless the person is immuno-suppressed, very young, elderly or has a specific allergy.

Moist stale air may contain mould spores, dust mite allergens and volatile organic compounds (from cleaning products, hair spray, deodorant etc.), which can cause or contribute to respiratory issues.

- The affected walls are the colder external walls.
- Condensation occurs when warm, moisture laden air meets a cold surface and, if dew point is reached, moisture will condense on the surface.
- There is a fan fitted in the kitchen , however at time of survey was either switched off or wasn't working and will need checking
- There is no extract fan fitted in any of the toilets







## Recommendations

- Specialist Hygiene will clean the areas affected by the mould in the property, this includes the walls, ceilings, surfaces, ledges and hard floors. We will clean and disinfect every room to kill the mould spores and to get rid of as much of the mould growth as possible, this will not get rid of the staining that the mould causes and the property will need to be redecorated. Unless the issues that have caused the mould growth have been fixed, the mould will return.
- Our recommendations for the installation of a P.I.V. and/or a fan. The relative humidity in a building can vary greatly with the change of season, along with the lifestyle of the occupants.

The products we have recommended must be regarded as part of the solution to controlling the humidity in your building. Their effectiveness is dependent on how much water vapour you produce and how you heat and ventilate the building.

Please refer to the condensation leaflet, enclosed with this report, for further advice on how to reduce the causes of condensation in your home. No Peter Cox Ltd guarantee is available for Condensation PIV units which are covered by the manufacturer's 5 year warranty, in the event of a product failure.

- The PIV/extract fan products are covered by a full parts, labour and call out warranty. This means that in the event of a breakdown of the units (excluding any damage caused beyond the control of the manufacturer), the unit will be repaired, refurbished or replaced at no cost to you for the lifetime of the warranty.
- Gable end of main hall ( stage end as discussed )  
We will install a wall mounted positive ventilation unit to deliver air directly from outside into the property to resolve the condensation and mould problems being experienced within the property.
- We propose to install a humidity Filterless Fan to the gable end of the main hall. With integral moisture tracking sensor, these units do not rely on you remembering to switch them on and off as they track the moisture in the air and will operate a continuous boost until relative humidity is at a safe level. These are covered by the manufacturer's 5 year warranty, in the event of a product failure.
- We will install a humidity Filterless fan to the both male & female toilets. With integral moisture tracking sensor, these units do not rely on you remembering to switch them on and off as they track the moisture in the air and will operate a continuous boost until relative humidity is at a safe level. These are covered by the manufacturer's 5 year warranty, in the event of a product failure.
- Our standard electrical installations may require that we use surface mounted mini-trunking to hide electrical wires.
- The first thing that you will notice is a change of atmosphere within the property, this is normal and shows that clean fresh filtered air is being delivered into the home.
- In order for our positive ventilation unit to be effective throughout the property, it will be necessary to ensure a minimum door clearance of 10mm at the foot of each internal door.

- The ability of Positive Input Ventilation to control condensation is dependent on controlling moisture production to help reduce the relative humidity within the property. A guide on the causes of condensation is included with this report.
- The ability of an extract fan to control condensation is dependent on controlling moisture production to help reduce the relative humidity within the property. A guide on the causes of condensation is included with this report.
- No allowance has been made for the installation of earth bonding if required.
- If the existing wiring in your property is found to be unsafe or of an inadequate standard, our fitter will not be able to electrically connect the ventilation unit(s). If this is found to be the case we will advise you accordingly. If we have to make a further visit to connect the unit(s) after your wiring has been attended to (by others), this will incur an additional charge.
- We will supply our Warmerwall anti-condensation paint system for the clients own trade to apply to all external walls , window reveals and bathroom ceiling

If you require our technician to carry these works out please let me know and I will provide a quotation

- Our recommendations for the application of our Warmerwall anti-condensation paint system, are based on the readings taken and observations made by our surveyor at the time of the survey. The relative humidity in a building can vary greatly with the change of season, along with the time of day and moisture production within the property.
- The glass microbead technology in our Warmerwall Anti-condensation Paint reduces heat loss and insulates the wall surface, reducing the likelihood of condensation and therefore the growth of mould.
- The product we have recommended must be regarded as part of the solution to controlling the humidity in your property. Their effectiveness is dependent on how much water vapour you produce and how you heat and ventilate the building.
- Please refer to the condensation leaflet, enclosed with this report, for further advice on how to reduce the causes of condensation in your home.

### **Exposed Beams / Framing Timbers**

- As discussed due to access on day of visit and in previous reports timbers to the loft area require treatment with a 20 year guarantee

## **Recommendations**

- We are to carry out TREATMENT NO. 1 as follows:-

All accessible exposed roof timbers , surfaces are to be prepared a dual fungal & insecticidal fluid is to be applied to all such exposed surfaces.

Please note guarantee is for woodworm treatment only

- IMPORTANT INFORMATION – Client to Note

In the event of a re-infestation, the guarantee will provide for us to carry out chemical treatment to the affected areas only.

The client should also be aware that 'post treatment emergence holes' may be observed for up to 3 years after any woodboring insect treatment

## **Other work**

Future reference in regards insulation and energy saving products as discussed on visit

Please see attached data sheets

If you require further information or quotation please contact me directly

## **Customer Instructions**

Please note - If any of preparation work detailed in this report is not carried out prior to our arrival, we may be unable to start work this could result in an aborted visit fee.

Please provide a clear space to carry out works

Please provide a parking space or parking permit on day / days works are been carried out

Any questions in regards to your report please contact me directly

## NOTES

- For specialist work a certificate of guarantee will be provided when the work has been completed and the account paid in full.
- In a building of this nature there may be many concealed and inaccessible built-in timbers. We are unable to comment on the condition of any such timbers nor have we allowed for any form of treatment to them in our quotation.
- Unless otherwise stated no allowance has been made in our quotation for the removal and replacement of floor coverings, furnishings, furniture, pipes, radiators, electrical fittings and other items that may obstruct our work. All electrical circuits should be isolated and fittings removed by a qualified electrician.

All other works mentioned in this report is to be carried out by the clients own builder, under separate contract.

### • IMPORTANT

The extent of this report is limited to the areas of the property which the surveyor was instructed to view on the day of the visit. No responsibility or liability whatsoever is accepted for issues which were unobservable on the day of the visit or for areas of the property not made available for observation.

Please note that this report is confidential. The report has been produced by the surveyor on behalf of Peter Cox Ltd, specifically for the stated recipient of this report (the Customer), for their sole use alone. The contents must not be disclosed to any other party without the express permission of Peter Cox Ltd which must be obtained in writing.

Peter Cox Ltd shall have no duty of care beyond that owing to the Customer. Under no circumstances shall Peter Cox Ltd be liable for any reliance by any party, other than the Customer, on the information contained within this report.

This report is provided strictly subject to the Peter Cox Ltd standard terms and conditions.

This report is based on professional opinion. It is not a guarantee or warranty.

### ADDITIONAL INFORMATION - Coronavirus (COVID-19)

We, as a business, are stringently adhering to current Government guidelines on any site procedures to keep you and our teams safe. We expect our clients to do the same and we have summarised the requirements below.

Our Technicians will wear all the appropriate PPE for the task in hand, including the wearing of face masks on all occupied sites.

### COMMERCIAL (non-domestic premises)

As a Commercial client we would expect the site operating procedures to be in place in line with Government guidelines and Construction Leadership Council (CLC) Site Operating Procedures (SOP).

Please refer to our safety standards. If these standards cannot be maintained we reserve the right to suspend work. We also reserve the right to charge for additional or lost time should safety standards mean we have to suspend work.

### DOMESTIC

On a Domestic site we would expect the following criteria to be in place:

- All touch points to be sanitised prior to our arrival on site. Touch points should include door handles, light and electrical switches.
- Clients and other trades to adhere to the social distancing rules including handshakes and touching.
- There should be no non-essential visitors to site during the works.

IF ANY OF THE ABOVE CANNOT OR HAVE NOT BEEN FULFILLED WE RESERVE THE RIGHT TO LEAVE THE SITE AND CHARGE THE CLIENTS FOR ANY LOSS OF TIME THROUGH THE ABOVE NOT BEING ADHERED TO.

Where our survey was restricted our examination and findings are necessarily curtailed. We will be pleased to carry out another inspection when notified by you that full access is available.

A supplementary report could then be submitted together with a covering specification and quotation if applicable.

Main Hall

Our inspection has not revealed any visual evidence of infestation or fungal decay apart from what may have been specified in our report .

We have, however, only inspected those exposed surfaces that were accessible at the time of our survey and it would not therefore be prudent for you to regard such an inspection as totally reliable. We are not commenting in any general sense on the risk of fungal decay or any other defect not evident at this time or that may develop in the future.

If you need to be more fully assured that there is no evidence of infestation or fungal infection, please inform us and we will submit a quotation detailing the exposure work that would be required for a more detailed examination.

Where the cost of the proposed works exceeds £1,500, our acceptance of your instruction to proceed with these works is subject to appropriate credit checks being obtained first.

No allowance has been made to replace any wall tiles removed or damaged by our work.

The installation of the system must be regarded as a wet trade. It should therefore be appreciated that whilst reasonable care will be taken, blemishes or splashes may occur as a result of the process.

No responsibility will be accepted by Peter Cox Ltd for cleaning or any such blemishes.

No allowance has been made in our quotation for the removal and/or subsequent replacement of any electrical, plumbing or other services etc., necessary for the undertaking of our work.

We draw your attention to the need for you to remove fittings, floor coverings etc. from the treatment areas prior to our arrival on site.

- **Extent of Survey:** The areas we have reported upon are those inspected in accordance with your instructions. If there are any omissions or if you believe that we have misinterpreted your survey instruction, please let us know at once. Where treatment has been recommended, unless otherwise stated above, this is on the understanding that the specified area has not previously been treated and guaranteed.

You should be aware that we have reported upon problems evident to us at the time of our visit. We are not commenting in any general sense on the risks of fungal decay or any other defect not evident at this time or that may develop in the future.

Where we have drawn to your attention items that are outside the scope of our survey as defined earlier, these items should be regarded as helpful suggestions and not a full and complete assessment of any problems that may exist.

Please read carefully the content of this report and all of its enclosures.

This survey must not be regarded as a substitute for a structural survey



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Client Ref. 185115FECCFD

Peter Cox
Uxbridge Branch Office

Unit 2, Sarum Complex
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T: 01895 813004
ux-contracts@petercox.com
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Ref: ENQ700562

Date: 14th December 2022

Client

Eversley Village Hall Committee
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Property

Eversley Village Hall, Glaston Hill Road
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Table with 7 columns: QUOTATION, WORK REQUIRED (Excluding VAT), VAT Amount, Total Amount Payable (Incl VAT), Tick box, OPTIONAL INSURANCE, Tick box. Rows include various timber treatments, humidity fan supply, wall mounted piv unit, hygiene mould clean, and anti mould coating, ending with a TOTAL row.

Are you going to be the end user of the services on this agreement? [ NO / YES ]

Are you CIS registered? [ NO / YES ]

Are you VAT registered? [ NO / YES ]

VAT Number : .....

Values in the column headed "Work Required" will be plus VAT at current rate at the time of invoicing. Values in the column headed "Optional Insurance" are not subject to VAT but do include Insurance Premium Tax. The purchase of insurance is optional and is not a requirement of accepting the work recommended. Rentokil Insurance will contact you direct for payment.

Terms and Conditions apply.

I understand the observations and recommendations contained in this report and confirm that they correspond with my instructions to request an estimate for remedial work required in relation to the property. I fully understand and accept the terms of the transferable guarantee, where applicable, which only applies in relation to the areas of the property where remediation work has been identified as being required in the report. I accept that the proposed remediation work does not include carpeting, the moving of furniture, removal of fixtures and fittings, painting, electrical or plumbing work unless this has been specifically provided for in the quotation. I confirm that neither a full exploratory examination nor disruptive exposure has been carried out.

Surveyor Signature: [Handwritten signature]

Customer Signature: [Blank signature box]

Print Name.....Position.....

For insurance business Peter Cox Ltd is an Appointed Representative of Rentokil Insurance Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Peter Cox Ltd is registered in England & Wales with registration number 02438126 and has its registered office at Compass House, Manor Royal, Crawley, RH10 9PY

Invoice Address (If different from above).....

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

Please return this completed form to the above Branch Office address.

## PETER COX LIMITED STANDARD TERMS AND CONDITIONS

### 1. DEFINITIONS

- 1.1 "Conditions" refers to these terms and conditions.
- 1.2 "Contract" refers to the contract between Peter Cox and the Customer for the provision of the Works in accordance with these Conditions.
- 1.3 "Customer" refers to the person or firm who instructs Peter Cox to proceed with the Works.
- 1.4 "Fixtures and Fittings" includes (but is not limited to) pipes, cables, furniture, furnishings, internal plaster and decorations.
- 1.5 "Order" refers to the Customer's written acceptance of the Quotation.
- 1.6 "Peter Cox" refers to Peter Cox Limited, a company registered in England & Wales with registration number 2438126 and whose registered office is at Compass House, Manor Royal, Crawley, RH10 9PY.
- 1.7 "Price" refers to the price outlined in the Quotation for carrying out the Works.
- 1.8 "Property" refers to the place at which Peter Cox is instructed to carry out the Works.
- 1.9 "Quotation" refers to the document produced following the visit to the Property and attached to the Survey Report which outlines the likely cost of the Works.
- 1.10 "Survey Report" refers to the report prepared and produced by Peter Cox following a visit to the Property which contains a description or specification of the Works.
- 1.11 "Works" includes any works or treatments provided to the Customer as set out in the Survey Report including any materials and or goods needed to complete those Works.
- 1.12 "Writing" includes emails.

### 2. CONTACT DETAILS

- 2.1 The Peter Cox Customer Services Team may be reached on the number set out in the Quotation or by writing to the address on the same form.

### 3. BASIS OF CONTRACT

- 3.1 The Order constitutes acceptance by the Customer to proceed with the Works in accordance with these Conditions.
- 3.2 At the point at which Peter Cox issues a written acceptance of the Order the Contract shall come into existence.
- 3.3 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

### 4. SURVEY REPORT AND QUOTATION

- 4.1 It may be necessary to send a surveyor to the Property to evaluate and assess the Customer's requirements and to complete a Survey Report. If it is critical that the Works are completed by a particular date this must be made clear at the time of the survey.
- 4.2 The Customer may be required to pay a fee for the Survey Report. If this is required, the Customer will be told at the time of the initial enquiry. This fee will be refunded in full should the Customer instruct Peter Cox to proceed with all the Works recommended in the Survey Report.
- 4.3 The Survey Report will set out the Works, the Price and any recommendations, including any information Peter Cox may need from the Customer and the actions the Customer may need to take in preparation for the Works.
- 4.4 The Price will remain valid for a period of twenty eight (28) days from the date of the Survey Report after which time Peter Cox reserve the right to increase the Price.
- 4.5 The Quotation is based on the assumption that the structure and foundation of the Property are sound. If when the Works start, it is discovered that one or both are not in good condition or a problem identified in the Survey Report is more extensive than originally thought then Peter Cox reserve the right either to terminate the Contract and charge the Customer for the costs incurred up to the date of termination or, at its sole discretion, to charge the Customer for any additional work necessary to complete the Works.

### 5. PETER COX'S OBLIGATIONS

- 5.1 Peter Cox shall carry out the Works in accordance with the Survey Report or Quotation.
- 5.2 Peter Cox shall use reasonable endeavours to meet any dates specified in the Quotation, but any such dates shall be estimates only and time shall not be of the essence for the carrying out of the Works.
- 5.3 Peter Cox reserves the right to amend the Quotation if necessary to comply with any applicable law or regulatory requirements, or if the amendments will not materially affect the nature or quality of the Works. Peter Cox shall notify the Customer in such event. The Customer will not be notified if Peter Cox are only substituting materials or equipment of similar quality and performance to those specified in the Survey Report or Quotation.
- 5.4 Peter Cox warrants to the Customer that the Works will be carried out using reasonable skill and care.

### 6. THE CUSTOMER'S OBLIGATIONS

- 6.1 The Customer shall
  - (a) ensure that the terms of the Order are complete and accurate;
  - (b) co-operate with Peter Cox in all matters relating to the Works;
  - (c) provide Peter Cox, its employees, agents, consultants and subcontractors with adequate access to the Property (including parking for one vehicle and a convenient area for loading and unloading materials and for carrying out ancillary works), office accommodation and other facilities (including electricity and water) as reasonably required by Peter Cox;
  - (d) provide Peter Cox with such information and materials as Peter Cox may reasonably require in order to carry out the Works and ensure that such information is complete and accurate in all material respects.;
  - (e) prepare the Customer's premises for the Works (including removal of fixtures and fittings and/or clearing rooms);
  - (f) obtain and maintain all necessary licenses, permissions and consents which may be required for the Works before the date on which the Works are to start;
  - (g) comply with all applicable laws, including health and safety laws;
  - (h) comply with any additional obligations as set out in the Survey Report.
- 6.2 If Peter Cox's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the customer or failure by the Customer to perform the obligations outlined at a) to h) above (the Customer Default):
  - a) Peter Cox shall have the right to suspend performance of the Works until the Customer Default is remedied;
  - b) Peter Cox shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Peter Cox's failure or delay in carrying out the Works; and
  - c) the Customer shall reimburse Peter Cox on written demand for any costs or losses sustained or incurred by Peter Cox arising directly or indirectly from the Customer Default.

### 7. PRICE AND PAYMENT

- 7.1 The Price is based on providing the Works during normal working hours (8.00am to 5.00pm, Monday to Friday). If extra time or overtime is worked for any reason (other than due to Peter Cox's fault), the costs of such extra time or overtime shall be paid by the Customer as an addition to the Price.
- 7.2 Peter Cox reserves the right to increase the Price on an annual basis.
- 7.3 If additional materials or Works are required the Customer will be provided with a new Quotation. Peter Cox will not proceed with any such additional work without the Customer's written acceptance.
- 7.4 Any additional costs arising from the Works including parking charges and / or compliance with statutory or local requirements such as, but not limited to, compliance with building control, shall be paid by the Customer as an addition to the Price.
- 7.5 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time. If the rate of VAT changes between the date of the Contract and the date of supply of the Works, the VAT rate will be adjusted to reflect the new rate.
- 7.6 Peter Cox shall invoice the Customer monthly in arrears.
- 7.7 The Customer shall pay each invoice submitted by Peter Cox:
  - a) Within 30 days of the date of the invoice; and
  - b) In full and in cleared funds to a bank account nominated in writing by Peter Cox.
- 7.8 If the Customer fails to make payment by the due date, then, without limiting Peter Cox's remedies under clause 9 (Termination), the Customer shall pay interest on the overdue amount at the rate of 4% a year above the base lending rate of HSBC PLC from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount.
- 7.9 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

### 8. GUARANTEES

- 8.1 Where the Survey Report states that the Works come with a guarantee, this shall be issued by Peter Cox to the Customer upon receipt of payment in full. The terms of the guarantee are shown on the relevant Certificate of Guarantee.
- 8.2 The Customer may assign the Guarantee to a third party taking ownership of the Property. Peter Cox reserves the right request evidence of such transfer of ownership.

### 9. TERMINATION RIGHTS

- 9.1 Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party one month's notice.
- 9.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
  - a) the other party commits a material breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach with 28 days of that party being notified in writing to do so;
  - b) the other party takes any step or action in connection with entering into administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring, having a receiver appointed to any of its assets or ceasing to carry on business;
  - c) the other party suspends, or threatens to cease to carry on all or a substantial part of its business; or
  - d) the other parties financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the contract has been placed in jeopardy.
- 9.3 Without affecting any other right or remedy available to it, Peter Cox may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.



## PETER COX LIMITED STANDARD TERMS AND CONDITIONS

9.4 Without affecting any other right or remedy available to it, Peter Cox may suspend the Works under the Contract or any other contract between the Customer and Peter Cox if the Customer fails to pay any amount due under the Contract on the due date for payment or the Customer becomes subject to any of the events listed in clause 9.2(b) to 9.2(d) or Peter Cox reasonably believes that the Customer is about to become subject to them.

### 10. CONSEQUENCES OF TERMINATION

- 10.1 On termination of the Contract:
- the Customer shall immediately pay to Peter Cox all Peter Cox's outstanding unpaid invoices and interest and, in respect of the Services supplied but for which no invoice has been submitted, Peter Cox shall submit an invoice, which shall be payable by the Customer immediately on receipt;
  - the Customer shall return all of Peter Cox's materials which have not been fully paid for.
- 10.2 Termination of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 10.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or before termination of the Contract shall remain in full force and effect.

### 11. COMPLAINTS PROCEDURE

- 11.1 If the Customer has any complaints regarding the standard of the Works, Peter Cox's Complaints Procedure can be downloaded using the following link [https://www.petercox.com/assets/content/files/complaints\\_procedure.pdf](https://www.petercox.com/assets/content/files/complaints_procedure.pdf). Alternatively, a copy of the Complaints Procedure can be obtained by contacting the telephone number on the Quotation. Both parties agree to comply with the Complaints Procedure in the first instance.
- 11.2 The Customer must notify Peter Cox within 7 days of discovery of any alleged defect in the Works and must give Peter Cox the opportunity to access the Property in order to view the alleged defect. If the Customer fails to allow Peter Cox the opportunity to access the Property and/or the Customer instructs a third party to view or carry out works in relation to the alleged defect then any additional charges or losses suffered by the Customer will not be recoverable from Peter Cox.
- 11.3 If the Customer requires Peter Cox to re-inspect the Works after completion an inspection fee may be payable by the Customer but such fee will be re-funded in the event that Peter Cox have been at fault in carrying out the Works.
- 11.4 If the Customer has not raised a complaint within 6 months of completion of the Works, then Peter Cox will be entitled to assume that the Works were performed satisfactorily.

### 12. LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

- 12.1 Nothing in this Contract shall limit or exclude Peter Cox's liability for:
- death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
  - fraud or fraudulent misrepresentation; or
  - breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.
- 12.2 Subject to clause 12.1, Peter Cox shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
- loss of profits;
  - loss of sales or business;
  - loss of agreements or contracts;
  - loss of anticipated savings;
  - loss of use of use or corruption of software, data or information;
  - loss of damage to goodwill; and
  - any indirect or consequential loss.
- 12.3 Subject to clause 12.1, Peter Cox's total liability to the Customer, whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising under or in connection with the Contract shall be limited to £20,000 (twenty thousand pounds).
- 12.4 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 12.5 This clause 12 shall survive termination of the Contract.

### 13. HOW PETER COX MAY USE YOUR PERSONAL INFORMATION

- 13.1 Peter Cox shall process your personal data, including sending you marketing information, in accordance with applicable data protection legislation and our privacy notice which is located at: <https://www.rentokil-initial.com/site-services/cookie-and-privacy-policy/privacy-policy.aspx>.
- 13.2 If you do not wish to receive marketing information from us you can opt out here: [opt-out@petercox.com](mailto:opt-out@petercox.com). We will continue to send you communications as necessary for the performance of the Contract and/or the services we are providing to you.

### 14. INTELLECTUAL PROPERTY RIGHTS

- 14.1 Copyright in all documents prepared or produced by Peter Cox in the course of carrying out the Works (the Documents) shall remain vested in Peter Cox.
- 14.2 Peter Cox grants to the Customer a non-exclusive, royalty free licence during the term of the Contract to copy the Documents for the purpose of receiving and using the Works in relation to the Property.
- 14.3 The Documents shall not be reproduced for any extension or modification of the Property.
- 14.4 Peter Cox will not be liable for any use of the Documents for any purpose other than that for which they were originally prepared or produced.

### 15. OTHER IMPORTANT TERMS

- 15.1 Title in any equipment or materials used in the Works shall not pass until payment has been made in full.
- 15.2 Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.
- 15.3 Peter Cox may transfer its rights and obligations under these terms to another organisation. The Customer may only transfer its rights or obligations under these terms to another person if Peter Cox agrees to this in writing.
- 15.4 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract. Nothing in this clause shall limit or exclude any liability for fraud.
- 15.5 Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 15.6 If any provision of part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 15.7 Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 15.8 A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that (or any other) right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 15.9 These terms are governed by English law and legal proceedings will be in the English courts.

### 16. CORRUPTION AND BRIBERY

- 16.1 Peter Cox and the Customer both undertake that in Peter Cox's case, neither Peter Cox nor any party acting on Peter Cox's behalf, and in the Customer's case, neither the Customer nor any party acting on the Customer's behalf, has offered, given, requested or accepted any undue financial or other advantage of any kind in any way connected with the entering of this Contract and both parties shall each comply with all applicable legislation relating to bribery and corruption in connection with this Contract including ensuring in Peter Cox's case that Peter Cox's employees and representatives shall not, and in the Customer's case that the Customer's employees and representatives shall not, directly or indirectly offer, give, request or accept any undue financial or other advantage of any kind.
- 16.2 Any failure by either party to comply with this paragraph shall entitle the other to terminate this Contract on written notice.

## **GENERAL NOTES FOR CLIENT**

These notes contain important information for clients and must be read in conjunction with the Survey Report. Please see the Survey Report for any variations on these General Notes.

### **1. Instrumental readings or moisture content.**

Where we refer to instrumental readings or moisture content in our report, we will have used a resistance meter to ascertain the moisture content of timber and a carbide meter to ascertain the moisture content of mortar samples taken from the walls of the property.

### **2. Relaying carpets.**

Where our Technicians have treated the top surface of a floor or staircase, they will protect treated areas, where necessary, so that carpets may be relaid loosely without delay. In the case of foam/synthetic backed carpets, it is inadvisable to lay these on treated floors until a period of four weeks has elapsed after treatment. For the same reason, vinyl floor coverings should not be laid until three months have elapsed.

### **3. Roof insulation.**

Where insulation material has been removed from a roof, it can be re-laid immediately after treatment by our Technician. If the insulation material is to be relaid by some other party, the work must be delayed until after the expiry of the appropriate safety precautions period.

### **4. Polythene sheet below suspended timber floors.**

Where we have laid polythene sheet on the oversight beneath a suspended timber floor at ground floor level, its purpose is to reduce the evaporation of water from the surface of the oversight. It is essential that the polythene sheet is not disturbed or removed from the oversight otherwise fungal decay may occur in the floor timbers.

### **5. Other contractors.**

Where we have recommended work that is to be carried out by others, arrangements for such work are the client's responsibility. No allowance for this work is included in our quotation.

### **6. Water and electricity supply.**

The client should ensure that there is an adequate supply of mains water and electricity available prior to the arrival of our Technician to carry out the treatments recommended in the survey report. If electricity is not available, it will be necessary for us to supply a portable generator and this will be subject to an additional charge on completion of the contract.

### **7. Peter Cox Insurance.**

Where optional insurance is offered under the terms of a Rentokil Insurance policy, the offer will only apply to the relevant areas, which have been inspected and which are detailed within the survey report, and the category or categories of insurance cover referred to on the quotation under the heading "optional insurance".

### **8. Third party liability.**

The survey report is for the sole and confidential use of the client and no liability will be accepted in relation to third parties. Any such persons relying on the survey report do so entirely at their own risk.

## **HEALTH AND SAFETY PRECAUTIONS**

Peter Cox Ltd has always been conscious of its health and safety responsibilities to both its clients and staff. Our prices reflect the need to ensure your safety.

The Control of Substances Hazardous to Health (COSHH) Regulations relate to the use and handling of hazardous substances, including pesticides. The law clearly defines the responsibility of companies involved in industries such as the treatment of timber and the installation of damp proof courses.

In the last few years, Peter Cox Ltd has developed a range of treatment techniques aimed at reducing the amount of pesticides and solvent used without affecting the quality of protection offered to our clients.

Our treatments are designed to cause the minimum of inconvenience and our technicians are trained to use our formulations safely and with care. All treatments have been approved for use by the Health and Safety Executive under the Control of Pesticides Regulations, where appropriate.

You should observe the warning signs that will be displayed in a prominent place before work commences.

1. Access to all work areas:- you should not enter an area whilst work is in progress.
2. Allergies:- it is recommended that people who suffer from respiratory problems, such as asthma, should not enter the property whilst work is in progress.
3. Pets:- cats, dogs, birds and other household pets should be removed from the work area.
4. Fish:- should be removed from the work area.
5. Plants:- should be removed from the work area.
6. Food and drink:- should be removed from the work area.
7. Other items:- should be protected or removed from work area, where necessary
8. Naked flames:- all naked flames (fires, pilot lights, boilers) in or adjacent to the work area should be extinguished.

You should also observe the warning signs that will be displayed in a prominent place after the work has been completed.

The type of work undertaken and the ability to ventilate the work areas will determine the time for which the safety precautions will need to apply after completion of the work. The minimum access restriction that will apply after treatment and of which you need to be aware is two hours.

However, it may be necessary to restrict access to certain areas for longer periods of time. For example, we would recommend that the minimum access restriction be extended to 24 hours for people who are known to suffer from allergies.

**PETER COX LTD LONG TERM GUARANTEES**

**1. WOODBORING INSECT TREATMENTS**

We undertake the necessary treatment should an attack by woodboring insects reoccur in the timbers treated by us. Your protection lasts for 20 years.

**2. WOOD-ROTTING FUNGI TREATMENTS**

We undertake any necessary treatment, including timber replacement, should an attack by wood-rotting fungi reoccur in the timbers treated or replaced by us. We ask you to keep the property in good repair so as to keep the water out. Your protection lasts 20 years.

**3. RISING DAMP**

We undertake to repair our damp proof course should any defect occur in our work. In addition, where we carried out re-plastering work in association with our damp proof course installation, we undertake to carry out any necessary re-plastering work in such cases. Your protection lasts for 20 years.

**4. WALL TIE CORROSION**

We undertake to replace any of our stainless steel wall ties should they corrode. Your protection lasts 20 years.



raising standards in property preservation

# Accreditations

## ▶ A long tradition

As the experts in our field, Peter Cox aim to offer the right service and price for your needs. Over 500,000 long term guarantees, up to 20 years for some of our services, have been issued since the company was founded in 1951.

You can use our guarantee certificates with confidence if you ever wanted to sell your house, or have any future renovations.

## ▶ National Coverage, Local Surveyors

Peter Cox branches cover England, Scotland and Wales, meaning a branch on your doorstep and surveyors with local knowledge and expertise. With over 75 CSRT/CSTDB or CSSW qualified surveyors and 100 specially trained technicians who are directly employed, you can rely on our professionals to complete projects on time at an exceedingly high standard.

## ▶ Industry-leading Associations

Peter Cox are CHAS, Constructionline and Safecontractor approved.

## ▶ Trustmark

Peter Cox is an approved contractor under the TrustMark Scheme.

## ▶ ISO 9001

We have been committed to quality for many years and currently hold ISO 9001 accreditation.

## ▶ BS 6576:2005

The Peter Cox DryWall DPC system carries a British Board of Agrément Certificate and complies with BS 6576:2005.

## ▶ A Safe Contractor

All Peter Cox surveyors and technicians are fully trained in safe working practices while our treatment fluids are HSE approved and generally odourless and non-flammable.

## ▶ Trustpilot

We pride ourselves on being the market leaders in property preservation, and this comes from our passion for quality customer service. With over 800 reviews our customers have rated us 'Excellent' - meaning from start to finish we are the company to trust.



## ▶ Peter Cox Products and Services



Damp Proofing



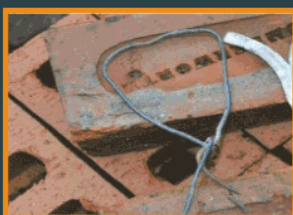
Wet & Dry Rot Control



Basement & Structural Waterproofing



Woodworm & Timber Treatments



Cavity Wall Tie Repair



Condensation Control

## ▶ A Nationwide Team of Experts

Manchester  
Birmingham  
Bristol  
Edinburgh  
Glasgow  
Leeds  
Lincoln  
Liverpool  
Newcastle  
Uxbridge

