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Cowper Street, Hove

SAMPLE



Lansdowne Building Contractors Limited VAT NO: 768 5547 74 Registered in England No: 3555177
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Brighton

2007

Our ref: 5518 /Report

Dear

Re: Cowper Street, Hove

We thank you for inviting us to inspect the above property in respect of rising and penetrating damp and confirm an inspection was carried out on xx July 2007, at which time the weather was wet and windy. Our findings are as follows:

The property is a mid terraced 3 storey house, (our report is confined to the lower ground floor flat) believed to be 80-90 years old and constructed mostly in solid brickwork walling beneath a concrete tiled roof.

At the time of the inspection the property was unoccupied.

Electronic moisture meter readings indicated the presence of dampness to those walls marked on the enclosed sketch plan.

For the purpose of clarity this report will be broken down into areas (also marked on enclosed sketch plan).

Electronic moisture meter readings indicated random unacceptable levels of dampness

Area A

Damp Proof Course (to those areas indicated on the enclosed drawing):

To prevent rising dampness:

1. Remove skirting boards (to those areas shown on the sketch plan as necessary to facilitate works.)
2. Drill walls to required depth and spacing, and install horizontal/vertical chemical damp proof course by low pressure injection (to area of wall shown on the sketch plan).
3. Chemical to be Aida® Injection Cream installed to the manufacturers recommendations and in accordance with BS 6576

Area B

Electronic moisture meter readings indicated the presence of damp under the bay window and there was visible evidence of condensation. This is due to lack of



INVESTOR IN PEOPLE



ventilation, it was noted that the vent in the chimney breast was sealed closed and that there were no vents in the double glazed windows.

Damp Proof Course (to those areas indicated on the enclosed drawing):

To prevent rising dampness:

1. From the front exterior front wall up to and including the abutted wall, drill walls to required depth and spacing, and install horizontal/vertical chemical damp proof course by low pressure injection (to area of wall shown on the sketch plan).
2. Chemical to be Aida® Injection Cream installed to the manufacturers recommendations and in accordance with BS 6576
3. Remove disused fire place area, rake out and replace air brick.
4. Cap chimney pot to prevent further ingress of water
5. Supply and install 3 trickle vents to double glazed windows

Area C

Replastering (to those areas/heights indicated on the enclosed drawing):

To renew damp/salt contaminated plasterwork:

1. Remove skirting boards (to area of wall shown on the sketch plan as necessary to facilitate works).
2. Remove existing wall plaster (to heights shown on the sketch plan) and dispose of debris.
3. Replaster exposed walling to existing lines where appropriate to a suitable salt retardant specification.
4. Remove disused fire place area, rake out and replace air brick.
5. Cap chimney pot to prevent further ingress of water

Damp Proof Course (to those areas indicated on the enclosed drawing):

To prevent rising dampness:

1. Remove skirting boards (to those areas shown on the sketch plan as necessary to facilitate works.)
2. Drill walls to required depth and spacing, and install horizontal/vertical chemical damp proof course by low pressure injection (to area of wall shown on the sketch plan).
3. Chemical to be Aida® Injection Cream installed to the manufacturers recommendations and in accordance with BS 6576

Area D

Replastering (to those areas/heights indicated on the enclosed drawing):

To renew damp/salt contaminated plasterwork:

1. Remove skirting boards (to area of wall shown on the sketch plan as necessary to facilitate works).
2. Remove existing wall plaster (to heights shown on the sketch plan) and dispose of debris.
3. Replaster exposed walling to existing lines where appropriate to a suitable salt retardant specification.

Area E

A small reading of condensation behind the hot water tap at low level

Adequate heating/ventilation should be provided to control condensation.

To carry out the above works for the sum of £ plus VAT.

Our quotation is based on the assumption that the rendering on the walls is a maximum of 15mm thickness. Additional thicknesses, if required, may be the subject of a supplementary quotation.

We have allowed for removal of skirting boards which will be set aside for the clients re-use although we will point out that where skirting's have been in contact with damp masonry, these may be subject to decay.

The client is advised that our quotation for replastering is based upon a clean and uncontaminated surface being revealed following removal of existing finishes. No allowance has been made for removal paint, bitumen, or other contaminants present and if required such additional works may be the subject of a separate quotation.

Following replastering, these finishes must be allowed to dry naturally; forced heating should not be used. It is possible during the drying process that efflorescence may appear as white deposits on the new plaster surface, and these should be brushed off. The walls may be redecorated using water based emulsion paint after twenty-one days or when dry.

It is not uncommon for hairline cracking of the replastering set coat to occur. This does not present a problem regarding the efficiency of the new plaster and should be made good prior to decoration.

Damp proof course installation works detailed above will be covered by a thirty-year guarantee.

Timbers in contact or adjacent to damp surfaces must be considered at risk from fungal decay.

Our quotation is based on the assumption that all floor coverings will be removed from the area to be treated, prior to our operatives arrival, and that both an electricity and water supply are freely available whilst on site.

Whilst we made all reasonable efforts to inspect those elements of the building within our brief, where walls, timbers, or the like were covered, unexposed or inaccessible we are unable to report such parts as free from defect.

Our quotations are subject to the qualification that any further necessary works revealed once the fabric of the building is exposed may be the subject of an additional quotation.

The client is advised that the nature of our works is such that dust may be produced particularly where hacking off of plaster is undertaken. We will take precautions to minimise dust within the immediate work area wherever practical. However, we cannot accept responsibility for cleaning or damage caused and the client may wish to take additional precautions.

Wherever possible, hidden or unprotected services (including pipe-work) should be indicated to us prior to commencement of works. We cannot accept responsibility for damage to hidden or unprotected services.

Where the work involves a party wall, our client must advise the owner of the adjoining property before the commencement of any such work. Note: PARTY WALL ACT 1996: party walls are the joint responsibility of adjoining owners.

If you wish to discuss this report in greater detail please do not hesitate to contact us.

We thank you for the opportunity of preparing this quotation for you and trust we may be of service to you in the near future.

Paula Gardner
Surveyor
Lansdowne Building Contractors Ltd





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REMEDIAL PROJECT SPECIFICATION

Customer Name:

Customer Telephone:

Customer Address:

Job Address:

Project Details:

uk

Project:	Price (Excluding VAT)	Project Start Date	Project Deadline

Customer Obligations

In order to ensure the smooth running of the Project, we need you to make sure that the areas in which we will be working are prepared:

- the rooms in which we will be working need to be well-ventilated (if possible) and cleared of any furniture and equipment, unless we advise you that this is not necessary;
- any furniture and equipment in nearby rooms that may be affected by dust or chemical particles from the Project need to be protected by dustsheets (we can provide you with dustsheets, if requested);
- access to the property (including vehicular access where available) must be kept clear. This includes any corridors and passageways;
- you will need to provide us with toilet and washing facilities, water and mains electricity for the duration of the Project.

PLEASE NOTE

If you have any problems with our work on the Project, you must provide us with a list of all problems within 48 hours of completion of the Project or, in the case of latent defects, within 48 hours of you becoming aware of the latent defect, in accordance with the Terms & Conditions overleaf. If you do not notify us within this time, you will have no right to make any claim in respect of such problems or latent defects.

.....
 Signed

.....
 Date



I/We wish to accept your estimate for the above mentioned property, subject to the conditions enclosed and would like you to arrange a time mutually convenient. Receipt of this signed acceptance will be required prior to commencement of works.

Terms and Conditions

Definitions and Introduction

- 1.1 In these Terms and Conditions (“Conditions”):
 - 1.1.1 “Company” means Lansdowne Building Contractors Limited (Company Number 03555377) of Lansdowne House, 3 Clarendon Place, Portslade, Sussex, BN41 1DJ
 - 1.1.2 “Customer” means the person, organisation or company specified in the Project Specification
 - 1.1.3 “Products” means the products specified in the Project Specification and / or the products that are used in the provision of the Services
 - 1.1.4 “Project” means the provision of the Services and Products as specified in the Project Specification
 - 1.1.5 “Project Specification” means the document titled “Project Specification” and containing the details (including the price) of the Project
 - 1.1.6 “Services” means the services specified in the Project Specification
 - 1.1.7 “Start Date” means the start date and time specified in the Project Specification
- 1.2 The Project Specification and these Conditions shall constitute the entire agreement (the “Agreement”) between the parties in relation to the provision of Services and Products by the Company to the Customer, and supersedes any and all previous agreements entered into between the parties.
- 1.3 No representation, warranty or other statement (whether in writing or otherwise) made by the Company shall be of any effect (and is expressly disclaimed by the Company) unless has been reduced to writing and set forth in the Project Specification or these Conditions.
- 1.4 In the event of any conflict between the Project Specification and these Conditions, the Project Specification shall take precedence over these Conditions.

Services and Products

- 2.1 The Company shall provide or supply to the Customer the Services and/or Products
- 2.2 The Company may assign any of its staff or contractors it considers appropriate to work on the Project and the Company shall be responsible for the conduct and the quality of work carried out by its own staff and that of its contractors on the Project.
- 2.3 The Company shall provide all necessary tools and equipment that the Company requires to perform the Services.

Fees and Payment

- 3.1 The Company shall charge the Customer for the Services and the Products provided or supplied for the price specified in the Project Specification, plus VAT at the applicable rate ("the Price").
- 3.2 The Company will raise an invoice for the Price on completion of the Project or the termination of the Project (if earlier). The Customer shall pay the Price within 7 days of the Company raising an invoice for the Price.
- 3.3 Interest on overdue invoices shall accrue from the date when payment become due from day to day until the date of payment at a rate of 4% above the base rate of National Westminster Bank Plc from time to time in force and shall accrue at such a rate after as well as before any judgement.

- 3.4 The Customer may not withhold payment of any invoice or other amount due to the Company by reason of any right of set-off or counterclaim which the Customer may have or allege to have or for any reason whatsoever.
- 3.5 Notwithstanding that the risk in the Products has passed upon delivery, full legal and equitable title and interest in all and any Products supplied to the Customer shall remain with the Company and shall not pass to the Customer until the Company shall have received payment in full of all amounts owing from the Customer to the Company for the time being including any interest accruing and owing on any amounts outstanding and from time to time in respect of all Services and Products.

Changes to the Project Specification

- 4.1 If the Company or the Customer wishes to change the Project Specification, the Company or Customer (as the case may be) shall give at least 7 days notice to the other party of the changes.
- 4.2 If a notice under Clause 4.1 is given by either party, the Company shall inform the Customer of the impact of the proposed changes on the Price payable for the Project and / or on the Project Deadline.
- 4.3 If the Customer accepts the impact of the proposed changes notified to it under Clause 4.2, the changes and the impact of those changes on the Price and / or the Project Deadline shall be set out in a written document, which shall be executed by a director of the Company and director or partner of the Customer or some other person with the appropriate authority on behalf of the Customer, and that document shall become part of the Project Specification.

Customer Obligations

- 5.1 Before the Start Date, the Customer shall ensure that the following preparatory tasks shall have been undertaken:

- 5.1.1 that the rooms or areas in which the Services are to be performed are cleared of any furniture and equipment, unless the Company advises the Customer that this is not necessary; and
- 5.1.2 that any furniture and equipment in nearby rooms or areas that may be affected by dust or chemical particles from the Project are protected by dustsheets.
- 5.1.3 that access to the property (including vehicular access where available) and any corridors and passageways are cleared of any furniture or equipment.
- 5.2 If any of the obligations of the Customer under Clause 3.1 have not been completed at the Start Date, the Company may, at its discretion, undertake to complete such uncompleted obligations at the rate of £ 25.00 plus VAT per man hour.
- 5.3 Where the Start Date is delayed for any reason other than the Company's default, the Project Deadline shall be put back by the same period as the delay to the Start Date.
- 5.4 During the performance of the Services, access to the property (including vehicular access where available) and any corridors and passageways must be kept clear of any furniture or equipment.
- 5.5 The Customer will provide the Company with toilet and washing facilities, water and mains electricity for the duration of the Project.
- 5.6 If any of the Customer obligations under Clause 3.4 and 3.5 are not available, the Customer must notify the Company as soon as possible and, in any event, at least 7 days before the Start Date.

Snagging List

- 6.1 Within 48 hours of completion of the Project, the Customer shall provide to the Company a list of problems with the Project ("Snagging List") The Snagging List produced shall be treated as a final and exhaustive list of all defects with the Products and any failures of Company in the provision of the Services.
- 6.2 In the case of any latent defects in the Project, of which the Customer was no and could not be aware at the date of the Snagging List, such defects must be notified to the Company within 48 hours of the Customer becoming aware of such defects.
- 6.3 THE COMPANY SHALL HAVE NO LIABILITY FOR ANY DEFECTS AND/OR FAILURES OF THE COMPANY WHICH HAVE NOT BEEN NOTIFIED TO THE COMPANY UNDER CLAUSE 6.1 OR 6.2.

Warranties

- 7.1 The Company warrants that the Services will be provided with reasonable skill and care. The Company further warrants that Products used shall be appropriate to the Project with regard to the nature of the Project and the Customer's budget for the Project.
- 7.2 Notwithstanding Clause 7.1, in advising on any Products supplied by any third party or procured for the Customer by the Company from any third party ("Third Party Products") that are used on the Project, the Company warrants that such advice will be given in good faith and based on the

information supplied by the manufacturer. The Company does not warrant any information so provided is in fact correct.

- 7.3 The Company will not be liable for any defects in the Third Party Products, except insofar as the Company has the benefit of any warranties as to the Third Party Products from that third party, in which case the Company will make all reasonable efforts to assign to the Customer all such warranty rights, and the Customer's sole claim to redress for any defects in those products or services will be against the original supplier(s).
- 7.4 THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, WRITTEN OR ORAL, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY LAW.
- 7.5 The Customer may purchase additional independent insurance guarantees from the Company for an additional fee. If such guarantees are purchased, the details shall be included in the Project Specification. For the purposes of this Agreement, such guarantees shall be deemed to be Third Party Products.

Limitation of Liability

- 8.1 Any claim under this Agreement by the Customer shall be notified to the Company on the Snagging List within 48 hours of completion of the Project, or, in the case of latent defects, within 48 hours of the Customer becoming aware of such defects. If the Customer does not notify the Company of its claim in accordance with this clause, the Company shall have no liability under this Agreement, and the Customer shall be bound to pay the Company's fee as if the Services and/or Products had been performed or delivered in accordance with this Agreement. The Company shall have no liability for any breakages unless arising through the negligence of the Company or its employees or contractors.
- 8.2 EXCEPT IN THE EVENT OF PERSONAL INJURY OR DEATH, UNDER NO CIRCUMSTANCES SHALL THE LIABILITY OF THE COMPANY UNDER OR IN CONNECTION WITH THE AGREEMENT EXCEED THE AMOUNT PAID TO THE COMPANY BY THE CUSTOMER UNDER THIS AGREEMENT.
- 8.3 SAVE AS PROVIDED IN CLAUSE 5.2, THE COMPANY SHALL NOT BE LIABLE TO THE CUSTOMER BY REASON OF ANY REPRESENTATION (UNLESS FRAUDULENT), OR ANY IMPLIED WARRANTY, CONDITION OR OTHER TERM, OR ANY DUTY AT COMMON LAW, OR UNDER THE EXPRESS TERMS OF THE CONTRACT, FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE (WHETHER FOR LOSS OF PROFIT OR OTHERWISE), COSTS, EXPENSES OR OTHER CLAIMS FOR COMPENSATION WHATSOEVER (WHETHER CAUSED BY THE NEGLIGENCE OF THE COMPANY, ITS EMPLOYEES OR AGENTS OR SUB-CONTRACTORS OR OTHERWISE) WHICH ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

Project Deadline

- 9.1 The Project Deadline specified in the Project Specification shall be advisory only, and the Company shall not be liable for any failure to complete the Project by the Project Deadline or any extension of the Project Deadline
- 9.2 Where it becomes apparent to the company that the Project will not be completed by the Project Deadline, the company will advise the Customer in writing of the extension of the Project Deadline
- 9.3 In any event, the Company shall have the benefit of any extension of the Project Deadline pursuant to Clause 5.3

Termination of Project

- 10.1 Either party may terminate the Project immediately on written notice to the other party if the other party has become bankrupt or insolvent or is the subject of any winding up proceedings (not being a members voluntary winding up for the purposes of reconstruction or amalgamation) or is subject of an appointment of a receiver, administrative receiver or administrator.
- 10.2 If the Customer fails to pay any of the Company's fees and expenses within 7 days of the date specified for payment of the Company's fees, the Company may terminate the Project immediately on written notice.
- 10.3 Without prejudice to Clause 10.3, if either party is in material breach of this Agreement, and fails to remedy such breach within 7 days of written notification of the breach from the other party, that other party may terminate the Project immediately on written notice
- 10.4 If the Project is terminated under this Clause 10, the Company shall be entitled to treat the Project as completed as at the date of the receipt of the written notice terminating the Project and shall be entitled to claim for any Services provided and any Products supplied in accordance with Clause 11

Consequences of Termination

- 11.1 In the event that the Project is terminated under Clause 10, the Company will invoice the Customer for the value of any Services it has performed in relation to the Project and for any Products it has supplied to the Customer up to and including the day of termination and the Customer shall be liable to pay the fees due plus VAT as specified in the invoice.

General

- 12.1 Neither party shall be liable for any default arising due to any act beyond their control, including, but not limited to, acts of God, war, terrorist action, strike, lockout, industrial action, fire, and flood. Drought, tempest or failure of any telecommunications system.

- 12.2 This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English Courts
- 12.3 This Agreement is personal to the Customer and the Customer shall not assign or transfer or purport to assign or transfer to any other person any of its rights or sub-contract any of its obligations there under
- 12.4 No waiver by the Company or any breach of this agreement by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision
- 12.5 If any provision of the Agreement is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Agreement and the remainder of the provision in question shall not be affected thereby
- 12.6 Any notice to be served on either of the parties by the other shall be sent by pre-paid recorded delivery or registered post or by fax and shall be deemed to have been received by the addressee within seventy-two (72) hours of posting or twenty-four (24) hours if sent by facsimile transmission to the correct facsimile number (with correct answerback) of the addressee
- 12.7 Headings in this Agreement are for convenience only and shall not affect the interpretation of those documents