

Galleywood Parish Council



The Keene Hall, Watchouse Road, Galleywood, Chelmsford CM2 8PT

Members of the Council are hereby summoned to attend a **Council Meeting** on 19 December 2024 at 6.00pm in Lodge Room, The Keene Hall, Watchouse Road, Galleywood CM2 8PT for the purpose of transacting the following business. Members of the press and public are welcome to attend.

K Wilde

Mrs Kelly Wilde
Clerk to Galleywood Parish Council
11 December 2024

Councillors: G Bonnett, A McQuiggan, N Paul, J Potter, C Shreeve, S Troop (Chairman),
J Turkentine and B Woolward

COUNCIL AGENDA **This meeting will be recorded.**

- FC24-845 Apologies for Absence**
To receive and approve apologies and reasons for absence.
- FC24-846 Declaring of Interests and Dispensations**
Members must not participate in any discussion on the matter in which they have declared a Disclosable Pecuniary Interest or other Pecuniary Interest.
- FC24-847 Confirmation of Minutes** (herewith)
To agree and sign the minutes of the meeting held on 21 November 2024.
- FC24-848 Public Participation Session with respect to items on the agenda**
To allow up to 15 minutes for members of the public to make representations.
- FC24-849 Co-Option** (herewith)
To consider appointing. One application received.
- FC24-850 Meetings** (herewith)
To note the following meeting(s) have been held and draft minutes have been circulated:
a. Finance and Resources Committee – 19 November 2024
b. Planning and Highways Committee – 3 December 2024
- FC24-851 Reports**
To receive reports from:
a. The Clerk (herewith)
b. Essex County Councillor and Chelmsford City Councillors (to follow)
c. Representatives from Outside Bodies (to follow)
d. Saturday Surgery – Cllrs Paul and Troop (herewith)
- FC24-852 Budget and Precept 2025-2026** (herewith)
To approve the Council's budget and Precept for 2025-2026 A summary reflecting the recommendation agreed by the Finance and Resources Committee is provided.

- FC24-853 The Spinney** (herewith)
To consider and resolve the reports provided from Timberwise and TEG
- FC24-854 Grass Cutting Contract** (herewith)
To note that the three-year contract for grass cutting at Pipers Tye, Twitten Green and The Street (42 hours) expires in March 2025.
A tender specification will be advertised on 19 December 2024 on the Parish Council's website, noticeboard and social media. *Deadline: Friday 31 January 2025.*
- FC24-855 Events** (herewith)
To review and resolve the report provided.
- FC24-856 Policy Reviews** (herewith)
To review and resolve to adopt:
Member/Employee Policy (no amendments)
- FC24-857 Controlled locality determination** (herewith)
To consider making any written representations in regard to the report provided.

The next Council Meeting is on Thursday 20 February 2025 at 7pm

GALLEYWOOD PARISH COUNCIL

MINUTES OF COUNCIL MEETING

HELD AT THE KEENE HALL – LODGE ROOM – GALLEYWOOD

on Thursday 21 November 2024 at 7.00pm

Formal acceptance will take place at the next Full Council Meeting

Present:

Councillors: A McQuiggan, N Paul, J Potter, C Shreeve, S Troop (Chairman),
J Turkentine and B Woolward.

In Attendance: Clerk

FC24-830 Apologies for Absence

RESOLVED that an apology for absence be accepted for Cllr(s): G Bonnett

FC24-831 Declaring of Interests and Dispensations

There were none.

FC24-832 Confirmation of Minutes

RESOLVED that the minutes of the meeting held on 19 September 2024 were a true and accurate account were signed by the Chairman.

FC24-833 Public Participation Session with respect to items on the agenda

There were no members of the public present.

FC24-834 Resignation

Members noted the resignation of Cllr Smith and notice of a Councillor vacancy had been advertised on noticeboards and social media.

FC24-835 Meetings

Members noted the following meetings had been held and draft minutes had been circulated to all members:

- a. Planning and Highways Committee – 1 October 2024.
- b. Finance and Resources Committee – 3 October 2024.
- c. Personnel Committee – 8 October 2024.
- d. Planning and Highways Committee – 5 November 2024.

FC24-836 Reports

Members noted the reports received from:

- a. The Clerk
 - **Community Special Constables**
Ongoing publicity using the Parish Council website, social media, and noticeboards.
 - **Training**
Calendar available on SharePoint for councillors Training Available from EALC Clerk to be advised of any training needs.



- **Office Communication**
Regularly sent out to members, items relating to Galleywood.
- **Bus Shelters**
Agenda item
- **Local Councils Awards Scheme**
Agenda item
- **Defibrillators**
Keene Hall defib was taken by the Galleywood Social Club on 6 Oct.
This was not used and returned on 7 Oct.
- **Finance Systems**
AdvantEDGE system has been set up and training taking place
- **Office Equipment**
New telephone system installed
TUNGSTED PDF purchased
- **Public Conveniences**
New signage placed in toilets and Deep clean taken place
- **Toy Exchange and Coat Donation**
Volunteers at the Phone Book Swop will arrange for this to take place in December

- b. Essex County Councillor and City Councillor
- c. Representatives from The Keene Hall and Galleywood Heritage Centre

FC24-837 Appointment of Members for Committees

Members considered appointing on the following vacancies due to the resignation of Cllr Smith:

- a. Planning and Highways Committee – 1 vacancy
RESOLVED that Cllr Turkentine would be appointed
- b. Youth Club Sub Committee – 1 Vacancy
RESOLVED that Cllr Shreeve would be appointed

FC24-838 Meetings Schedule

Members considered the Council meetings schedule provided.

RESOLVED that this would be approved.

Action: Clerk to book rooms with Keene Hall

FC24-839 Website

Members considered the report provided.

RESOLVED that notice would be given to Lodge IT Services and Aubergine would provide website maintenance and support when feasible.

FC24-840 Personnel

Members considered the recommendation made by the Personnel committee at their meeting held on 8 October 2024, to award all staff a £50 Christmas bonus in 2024.

RESOLVED that this be agreed (one abstained)

FC24-841 Local Council Awards Scheme

Members considered the report provided.

RESOLVED that the Council will apply for The Bronze Award when feasible.



FC24-842 Bus Shelters

Members considered the report provided.

RESOLVED that a Local Highways Panel process will be followed to request a replacement bus shelter at West Lawn. It was noted that £7000 has been budgeted from CIL for the replacement of any bus shelter for 2025/2026 and 2026/2027.

Action: Clerk to request ECC Cllr McQuiggan initiate the LHP application process.

FC24-843 Civility and Respect

Members reviewed the pledge.

RESOLVE to sign the online pledge.

Action: Photo to be taken of the Council members and certification once received.

FC24-844 Policy Reviews

Members reviewed the below policies.

RESOLVED to adopt with the amendments as received:

- a. Safeguarding Policy (No amendments)
- b. Grievance Policy (amendments)
- c. Scheme of Delegation (amendments)
- d. Equality and Diversity Policy (New)
- e. Dignity at Work Policy (New)

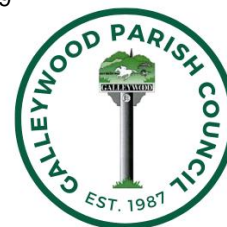
There being no further public business to be transacted, the Chairman closed the meeting at 7.39 pm.

Signed Chairman

Date.....



Galleywood Parish Council



Co-option Application Form

Name:	Jayne Owles
Address:	[REDACTED]
Post Code	[REDACTED]
Telephone	[REDACTED]
Mobile	[REDACTED]
Email	[REDACTED]

Are you 18 or over? YES

Please detail any experience you have that may be relevant to Galleywood Parish Council below. (If necessary, please continue on a separate sheet of paper).

Please outline your reasons for wishing to be a councillor.

As I am currently secretary with Galleywood youth football club and Chair of the Galleywood Management Committee I feel I could bring connections to the youth of Galleywood to the parish council

I am passionate about engaging youth into sport and giving them a sense of purpose and would be a champion for youth engagement

I want only the best for the residents of this village so would engage with the community and try to help where possible.

I am a strong advocate of being involved in your local community and feel Galleywood is a wonderful village to be a part of.

Please outline any previous community or council work.

I currently work as a sales manager remotely so based at home.
I have worked within the craft industry for many years and have been both a buyer and worked in sales.

I am interested in football (support West Ham) enjoy the theatre and concerts.

Please outline any other skills you can bring to the Council.

Please outline your interests and recent career history

Is there any other information you would like to disclose regarding your application? (if necessary, please continue on a separate sheet of paper).

Signed..........Date.....22/11/2024

Please return this form together with the Eligibility Form overleaf by 12 noon on Tuesday 3 December 2024 to:

Clerk to the Parish Council, Galleywood Parish Council, The Keene Hall, Watchouse Road, Galleywood, Essex CM2 8PT or email to: clerk@galleywoodparishcouncil.gov.uk

Galleywood Parish Council



Co-option Eligibility Form

1. In order to be eligible for co-option as a Galleywood Parish Councillor you must be a British Citizen, or a Citizen of the Commonwealth or the European Union; and on the 'relevant date' (i.e. the day on which you are nominated or if there is a poll the day of the election) 18 years of age or over; and additionally able to meet one of the following qualifications set out below.

Please indicate the qualifications which apply to you.

- ☐ I am registered as a local government elector; and
- ☐ I have during the whole of twelve months on the relevant date resided in the parish or within 3 miles (4.8km) of it; or
- ☐ I have during the whole of twelve months, occupied as owner or tenant, land or other premises in the parish; or
- ☐ My principal or only place of work during those twelve months has been in the parish. or
- ☒ I have during the whole of twelve months resided in the parish or within 3 miles of it.

2. Please note that under Section 80 of the Local Government Act 1972 a person is disqualified from being elected as a Local Councillor or being a member of a Local Council if he/she:

- a) holds any paid office or employment of the local council (other than the office of Chairman) or of a joint Committee on which the Council is represented; or
- b) is a person who has been adjudged bankrupt or has made a composition or arrangement with his/her creditors (but see below); or
- c) has within five years before the day of election, or since his/her election, been convicted in the UK, Channel Islands or Isle of Man of any offence and has been sentenced to imprisonment (whether suspended or not) for not less than three months without the option of a fine; or
- d) is otherwise disqualified under Part III of the Representation of the People Act 1983 for corrupt or illegal practices.

This disqualification for bankruptcy ceases in the following circumstances:-

- i. If the bankruptcy is annulled on the grounds that either the person ought not to have been adjudged bankrupt or that his/her debts have been fully discharged.
- ii. If the person is discharged with a certificate that the bankruptcy was caused by misfortune without misconduct on his/her part.
- iii. If the person is discharged without such a certificate.

In (i) and (ii) above, the disqualification ceases on the date of the annulment and discharge respectively. In (iii), it ceases on the expiry of five years from the date of the discharge.

I (name).....Jayne Owles..... herby confirm that I am eligible to apply for the vacancy of Galleywood Parish Councillor and the information given on this form is a true and accurate record.

Signed.....[Redacted]..... Date.....22/11/2024

Jayne Owles – resident of Galleywood for 10 years – moved from Braintree when my youngest son went to Great Baddow High

Secretary of Galleywood youth – which allows me to engage in the younger members of the parish

We have over 600 children for the coming season and ensure we have a family feel club – our policy is that every child should be given the chance to play football.

We also encourage all members of the football family to become involved and have all generations with us very weekend – parents, grandparents all come and get involved and support their young people.

We have boys, girls and sociability teams ensuring we are really a football for all club
We also are impassioned about ensuring their football journey continues should they wish it so have very close links with the Galleywood senior side ensuring a player pathway.

I believe in empowering and investing in our young people – I want them to become responsible members of society and feel valued and seen.

I would like to link the young people of the parish into more events and get them involved in the community – make them feel part of the village they live in, we already support hampers for hope as a club and I know there is more we can do on a community level.
This year we invited the larger village community to our annual fun day and end of season presentation which went really well and introduced Galleywood Youth to a wider audience outside of football.

There could be a definite link between all the youth clubs in the village and it would be good to get them all working together to ensure every young person has a place to go and meet and find their people – we need to ensure the youth have a responsible pathway into adulthood with the ever-changing challenges of the modern world and as a council we could help facilitate that.

GALLEYWOOD PARISH COUNCIL

MINUTES OF THE FINANCE AND RESOURCES MEETING

HELD AT THE KEENE HALL – LODGE ROOM – GALLEYWOOD

on Tuesday 19 November 2024 at 7.00pm

Formal acceptance will take place at the next Committee Meeting

Present:

Councillors: N Paul (Chairman), C Shreeve, S Troop, J Turkentine
In attendance: Clerk

FR24-376 Apologies for Absence

RESOLVED that an apology for absence be accepted for Cllr(s): G Bonnett and A McQuiggan.

FR24-377 Declaring Interests and Dispensations

There were none.

FR24-378 Confirmation of Minutes

RESOLVED that the minutes of the meeting held on 3 October 2024 be approved as a correct record and signed by the Chairman.

FR24-379 Public Participation Session with respect to items on the agenda

There were no members of the public.

FR24-380 Clerk Report

Members noted the Clerks report on:

Public Toilets

- Legionella Testing carried out monthly
- Zurich confirmed that Insurance cover for the public conveniences does include cover for the sanitary wear.

Office Equipment

- 09.10.2024 Fibre connected

Finance Systems

- AdvantEDGE training on finance and asset modules has taken place

Events

- Best Dressed Window – Two shops wish to take part
Action – Clerk to advise shops that Council will not hold this event
- Carols on the Common – non-acholic mulled wine purchased
- VE Day – Meeting arranged for Cllrs on 10.12.2024

Christmas Tree and Lights

- Cllr AM advised that a larger tree could not be purchased for Watchhouse shops. Cllr ST advised that the current tree is showing signs of growing.
Action – No Christmas lights will be installed on the small tree, Clerk to include an agenda item for January 2025.

Community Initiative Funding

- 10.10.2024 Application submitted. A Microgrant funding of £1000 maximum is also available to apply for should Council not be successful for CIF

FR24-381 Financial

RESOLVED that items a to d be approved

- a. **Bank Reconciliations** for September 2024 and October 2024
 - b. **Council Detail report**
 - c. **List of Payments** for October 2024
 - d. **Earmarked and CIL Reserves**
- Noted:**
- e. **Bank Transfers** of £318.07 had been made on 2 October 2024
£12418.30 had been made on 17 October 2024
 - f. **Expenditure item** in conjunction with the Chairman of the Parish Council the following item of expenditure had been made:
 - From Chairmans Expenses - £25 Gift Voucher for Volunteer leaver
 - From Events - £90 Decorations and Menu holders
 - From Street Furniture Maintenance - £39 for keys to be cut
 - From Defibrillators - £75 for fixing of defib cabinet at St Michaels school

FR24-382 Budget and Forecast 2025/2026

Members considered the reports as provided and were reminded to refer to the General Reserves Policy and Risk Assessment Policy during consideration.

RESOLVED that

- a. The budget for Asset Maintenance
 - b. The breakdown of expenditure
 - c. The budget forecast
- subject to an additional £800 for IT equipment, which would be paid from reserves, be approved. A recommendation would be made to Council, at the meeting being held on Thursday 19 December 2024, for the precept amount of £124,332 to be raised.

FR24-383 Grants

Members consider grant applications for 2025/2026 financial year.

RESOLVED that:

- | | | |
|----|--|-------------|
| a. | Galleywood Ladies Club - Requested £450 | Agreed £200 |
| b. | Galleywood Women's Institute - Requested £250 | Agreed £175 |
| c. | Friendship + - Requested £255 | Agreed £225 |
| d. | Fundangles - Requested £500 | Agreed £100 |
| e. | tEG - Requested £500 | Agreed £225 |
| f. | Galleywood Cottage Garden Society - Requested £200 | Agreed £100 |
| g. | Galleywood Horticultural Society - Requested £450 | Agreed £225 |
| h. | Galleywood District and Social Club - Requested £645 | Agreed £0 |
| i. | Galleywood Short Mat Bowls Club - Requested £300 | Agreed £150 |
| j. | St Michaels and All Angels Church Fundraising - Requested £200 | Agreed £0 |
| k. | Galleywood Theatre Group - Requested £500 | Agreed £300 |
| l. | Make Lunch - Requested £500
(subject to accounts being submitted) | Agreed £300 |

All Grant payments agreed will be made after 1 April 2025.

FR24-384 Events

Members considered the venue and facilities for Play in the Park 2025.
RESOLVED that Play in the Park sessions and a Mobile Zoo Experience with Animals would take place at Jubilee Park and Chelmer Park.

FR24-385 Action Plan

Members considered items to be focused on for the remainder of 2024/2025 for this committee and noted the current positions of:

- a.** Engagement – To have an effective website
- b.** Health and Wellbeing – Encourage residents to participate in exercise
- Action:** Clerk to contact Heritage House for update on printing of the Footpaths map.
- c.** Health and Wellbeing – Enrich residents experience of the Christmas period

There being no further public business to be transacted, the Chairman closed the meeting at
8.02pm

Signed Chairman

Dated



GALLEYWOOD PARISH COUNCIL

MINUTES OF THE PLANNING AND HIGHWAYS MEETING

HELD AT THE KEENE HALL – LODGE ROOM – GALLEYWOOD

on Tuesday 3 December 2024 at 7.00pm

Formal acceptance will take place at the next Committee Meeting

Present:

Councillors: G Bonnett, A McQuiggan (Chairman), N Paul and S Troop
 In attendance: Admin Assistant

- PH24-615 Apologies and Reasons for Absence**
RESOLVED that an apology for absence be accepted for Cllr(s): B Woolward and J Turkentine.
- PH24-616 Declaring of Interests and Dispensations**
 There were none.
- PH24-617 Public Participation Session with respect to items on the agenda**
 There were no members of the public.
- PH24-618 Confirmation of Minutes**
RESOLVED that the minutes of the meeting held on 5 November 2024 were a true and accurate account were signed by the Chairman.
- PH24-619 The Clerk's Report**
 Members noted the Clerk's report on:
- **Parish Map**
 Awaiting response from Cllr AM re:Heritage House (Publishers) Ltd.
 - **The Spinney**
 Independent survey booked to take place by Timberwise awaiting report
 - **Land north of Galleywood Reservoir**
 residents advised of comments submitted to CCC
 - **Tower Crane**
 resident advised of update provided by CCC
 - **Deadmans Lane**
 Requested ECC Cllr AM support the Parish Council and request a speed review/study submission to ECC. Liaised with resident and ECC Cllr AM
 - **Walkabout around Parish**
 Provided ECC Cllr AM information to prioritise under the member lead scheme.
 - **Watchouse Shop Maintenance**
 CHP confirmed that they are happy for Council to help maintain the planting area. Posters advertised on Facebook and noticeboards to gauge interest for help with this. One response received.
Action: readvertise on social media and within the Grapevine in spring 2025



PH24-620 Action Plan

Members considered items to be focused on for the remainder of 2024/2025 for this committee and noted the current positions of:

Road Safety – Provide Safer Roads and Improve Footpaths – Identify issues and potential solutions

Environmental - Improve Street Scene - Maintain and improve Parish Land

It was noted that an independent survey had been requested from Timberwise and TEG and would be shared at a future meeting, once received.

The Spinney would continue to be reviewed by TEG and members.

Engagement - Communicate with Local shops/businesses and CHP – Revive the central garden area

Any actions/resolutions?

RESOLVED that the Council will readvertise to gauge further interest.

PH24-621 Planning Applications

Members considered the following application(s) received from Chelmsford City Council and submitted comments by return.

a. 24/01511/FUL 3 Badgers Close

Proposed Single and two-storey front extensions

RESOLVED that Galleywood Parish Council had no objections to this planning application.

b. 24/01470/FUL 19 Watchouse Road

Installation of air source heat pump

RESOLVED that Galleywood Parish Council had no objections to this planning application but concerns that noise levels are compliant with regulations.

PH24-622 Planning Decisions - Chelmsford City Council

Members noted the decision(s) of the following application(s):

a. 24/05201/TPO 2 Rous Chase

T18 Oak (T1 on map) - Reduce the height and spread of the tree by up to 2.0-2.5

Granted

b. 24/01335/FUL 471 Beehive Lane

Single-storey rear extension

Granted

PH24-623 Parking Issues on Beehive Lane

Members considered the communication received from a resident.

RESOLVED that the Parish Council would take no action at this time. It was noted that both the Cabinet Member for Highways, Infrastructure and Sustainable Transport and ECC McQuiggan had been in communication with the resident.

PH24-624 Planning Enforcement Notices

Members noted the report provided.

PH24-625 South Essex Parking Partnership (SEPP)

Members noted the report(s) provided.

There being no further public business to be transacted, the Chairman closed the meeting at 7.30pm

Signed Chairman

Dated

Clerk's Report - Full Council December 2024
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Item	Action Taken and outcome	Date Note Closed
Community Special Constables	Ongoing publicity using the Parish Council website, social media, and noticeboards.	Ongoing
Training	Calendar available on SharePoint for councillors Training Available from EALC – Clerk to be advised of any training needs.	Ongoing
Office Communication	Regularly sent out to members, items relating to Galleywood.	Ongoing
Toy Exchange and Coat Donation	Volunteers advised to check the phone box daily	19.12.24
Meetings Schedule	Booked room hire with Keene Hall. Shared calendar will be updated in May 2025.	19.12.24
Website	Notice given to Lodge IT Services Aubergine requested to provide website maintenance and support when feasible	19.12.24
Bus Shelters	ECC Cllr AM requested to initiate the LHP application process.	Awaiting response
Civility and Respect	Online pledge signed and certificate received. Members photograph arranged to be taken at FC meeting held on 19.12.2024	19.12.24

Galleywood Parish Council

Councillors' surgery 30 November, 2024, attended by Cllrs Paul & Troop

We had one visitor.

A resident from Arnold Way, Galleywood, raised several issues:

1. The poor quality of the footpath in Galleydene Avenue at the end towards the electricity sub-station: the path dips quite substantially and the surface is pitted.
2. Grass cutting carried out around the buildings at the end, but not along the path.
3. Parking along the left side of Arnold Way upon turning in from Watchhouse Road: could consideration be given to adding yellow lines from Watchhouse Road into Arnold Way for a distance sufficient to allow medium length vehicles to proceed without needing to use the middle of the road?

Clerks response:

Footpaths have been reported

Council to consider the request

INCOME	Budget 2023/24	Actual 2023/24	Budget 2024/2	Actual to 31.09.24	Projected 2025/26
	<i>£</i>	<i>£</i>	<i>£</i>	<i>£</i>	
Xmas lunch	1000.00	938.00	1000.00	0.00	1340.00
Bank interest	720.00	1975.00	720.00	1171.00	2300.00
EALC Microgrant		1000.00			
Total	1720.00	3913.00	1720.00	1171.00	3640.00

Projected Budget 2025/2026	£133,943
Projected Income 2025/2026	£3,640
Precept to be requested 2025/2026	<u>£130,303</u>
Projected Bank balances as at March 2026	£123,755

Projected Income 2025/26	£3,640
Projected Budget 2025/26	£133,943
Precept required 2025/26	£130,303

Code	EXPENDITURE	Actual Expenditur	Budget 24/25	Forecast 24/25	24/25 Budget	Projected Budget
		£				
4001	Salaries - 4001/4016/4022/4023	81,288	91,838	90,947	-891	96,029
4101	Payroll Services	602	666	540	-126	540
4102	Annual Licence	5	5	5	0	5
4103	Audit Fees	1,280	1,309	1,309	0	748
4104	Bank Charges	0	0	0	0	30
4105	Insurance	846	854	901	47	945
4106	Legal / Professional Fees	0	200	0	-200	460
4109	Office supplies/equipment	553	858	710	-148	1,635
4111	Training	2,830	880	130	-750	1,360
4112	Subscriptions	1,498	1,423	1,404	-19	1,535
4113	Travelling staff /Cllrs	37	75	0	-75	135
4114	Travelling cllrs	0	60	0	-60	0
4115	Accom hire KH	7,648	8,351	8,030	-321	8,192
4116	Meeting room hire	1,131	1,105	1,094	-11	1,214
4117	Chairmans exp	100	50	25	-25	50
4151	Contingencies	604	0	0	0	0
4170	Local Open space @@	95	1,000	0	-1,000	500
* 4201	Street Furniture @@	2,922	500	138	-362	8,563
4204	IT Support	3,058	3,277	3,917	640	3,678
4205	Ground Maintenance @@	1,211	1,118	1,118	0	1,230
4208	Toilets maintenance @@	2,176	2,500	1,650	-850	1,699
4249	Office equipment	972	0	0	0	0
4251	Parish Events	6,171	3,985	3,526	-459	4,280
4252	Christmas Lights	0	0	0	0	0
4264	Youth Club	7,555	8,190	7,295	-895	7,583
4267	Section 137 - Wreath		25	23	-2	25
4302	Grants scheme	3,161	2,000	2,000	0	2,000
4351	Utilities - Bband & Tel	911	901	952	51	870
* 6011	Defibrillators maintenance @@		541	140	-401	1,312
# 342	Parish Map		0	0	0	2,365
	Sub Total Budget Expenditure	126,654	131,711	125,854	-5,857	146,983
	Note: @@ Total CIL budget set aside to use for 2024/2025		5,659	3,046	-2,613	
	Note: # 25/26 cost to be met from EMRs					2,365
	Note: * 25/26 cost to be met from CIL balances					9,875
	Note: RESERVES USED FOR 4109					800
	Total Expenditure	126,654	126,052	122,808	-3,244	133,943

Report to Galleywood Parish Council

KW/19 Dec 2024

The Spinney

Members to consider reports from both Timberwise and TEG and resolve what works will be undertaken, by whom and when.

Clerks comments

There is an EMR of £1500 for Local open Spaces available from the current budget

There is a £1000 budget for Local open spaces available from the current budget

There is a £500 budget set for Local open spaces in 2025/2026 budget

It is estimated that there will be £57804 in general reserves (over and above 6 month spend) which includes CIL and EMRs in 2025/2026 budget

From: Malcolm Stuart <pat.malcolm64@gmail.com>

Sent: 12 November 2024 12:21

Good news.

Bruce and I got an independent opinion on the dipping platform this morning from Cliff Poutney who is the church warden at St Mary's responsible for maintenance. We dug down round the support posts to assess the extent of the rotting.

Surprisingly despite these supports being under water frequently the amount of rot is not great, and they should be good for a few more years if they are monitored regularly.

Bruce took some photos which we will let you have when he has mastered his mobile.

Tomorrow we will creosote the support posts and fix one of the uprights that has become detached from the main framework. No cost for this work.

Ongoing there will be the need to replace some of the treads which are badly rotten. As I reported at last Tuesdays P&H committee the cost of replacing 16 treads will be £264. If you authorise this essential maintenance, we will install them ASAP. Please allow a budget of £300 to allow for inflation and fittings.

From: Malcolm Stuart <pat.malcolm64@gmail.com>

Sent: 13 November 2024 12:42

I have no formal written report.

We were asking a favour of Cliff Poutney and wanted to make it easy for him. He is a busy man maintaining a 14th Century church and we were asking him to give us some time without payment.

If you want a formal survey and written report, I suggest you find someone and pay them. The going rate would be of the order of £400 and it would add nothing to the opinion you have got for free. Before you engage somebody to give a formal inspection and report, please make sure that they are competent to do so. You do not want a H&S report by some desk bound person with little or no experience. As well as Cliff Poutney four of the most experienced teg members have examined the dipping platform and all are agreed that the structure is safe and only need regular inspections and routine maintenance.

If the opinion, we have given had been that the dipping platform was dangerous and needed some work then a formal survey could be justified but not on the basis of what we know now.

We treated the support post with creosote today and will let you have photographs of the very limited amount of rot soon.

Regards Malcolm.

Timberwise

Your Timberwise Survey



**Clerk Parish
Council**

**Client Address:
Keene Hall
Watchouse Road
CHELMSFORD
CM2 8PT**

**Report Date:
2 December 2024**





Property address:

Keene Hall
Watchouse Road
CHELMSFORD
CM2 8PT

Reference Number: 8074/IR/Ia
Survey Date: 27 November 2024



Thank you for choosing Timberwise

Instructions

Over 50 years of getting it right

Thank you for your enquiry and instructions to carry out an inspection on your behalf. Please find enclosed our findings and recommendations. Where applicable we have also included a quotation for items of remedial work that Timberwise will be pleased to carry out for you.

Please read the enclosed documentation carefully to ensure that it meets your expectations and requirements.

Your instructions were to provide a survey for problems associated with:

- Wet rot fungal decay

Timberwise are trusted by homeowners and industry professionals across the UK.

We are very proud of our reputation within the Property Care Industry. Timberwise holds full Property Care Association status and we are also members of all the major construction industry accreditation schemes.

For any queries please contact:

Iain Rose

Surveyor

07772 853639
iainrose@timberwise.co.uk



Scope & Limitations

Weather:	Overcast & wet
Occupancy:	Unoccupied & unfurnished
Property Type:	Commercial property
Approx. property age:	1980
Construction:	Property is constructed from wood

Our specialist inspection was not restricted to any specific areas of the property.

This report is based upon our instructions as we understand them. If any part of this report and/or the attached quotation requires clarification or fails to address your expectation, please contact the office/surveyor and let us know of your concern immediately.

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

Summary of Observations

External Observations

A brief external inspection of the property was completed from the ground level only during our visit and the following defects were noted at the time of the inspection:

! = Immediate attention required

? = Likely to require remedial attention

Element	!	?
External joinery	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Additional observations (see full report)	<input checked="" type="checkbox"/>	<input type="checkbox"/>







Wet Rot Observations

An internal inspection of the property was completed during our visit and the following issues relating to the presence of wet rot were found:

Observation	Location(s)	Quote Included
Wet rot fungal decay Ground floor	The Bridge and Dipping Platform	<input checked="" type="checkbox"/>

External Observations

A brief external inspection of the property was completed from the ground level only during our visit and the following defects were noted at the time of the inspection:

Element	Comment
External joinery	<div>The Bridge and Dipping Platform was noted to have wet rot decay.</div> <div></div>

Additional observations

The Bridge has a total of 13 No. decking boards that are defective and need replacement.
 The Bridge has a defective section of handrail that needs replacement.
 The bridge has a defective superstructure post that needs additional support by way of a spur cemented in and fixed to the existing
 The Dipping Platform has 32 No. defective/missing decking boards that need replacement.
 The Dipping Platform has a Balustrade post that needs re fixing.
 The Dipping Platform has 3 No joints in the superstructure Joists that need strengthening by way of additional timber fixed alongside existing.
 The Dipping Platform has a missing section of timber up stand that needs replacement.




Please be aware that we are not chartered building surveyors, and you should seek a more in-depth survey (such as a home buyers report) to be fully assured of the property's external condition, if you have not already done so.

It is vital the property is maintained in a watertight condition to avoid the potential for internal dampness and condensation. Where external defects are noted within our report and we have not included remediation in our specialist scope of works, we generally advise you instruct a relevant and competent tradesperson to inspect and carry out necessary repairs under a separate cost and contract.

Wet Rot

Internal Observations

Observation	Comment
Wet rot outbreak Ground floor	A Phellinus contiguous attack was noted on the ground floor to the following: the Bridge and Dipping Platform.
Wet rot outbreak photo(s) Ground floor	

Inspection is based upon a close but not intimate examination of the areas specified. Inevitably there may be timbers which could not be inspected fully or at all without opening up the areas. We have so far as possible, inspected accessible exposed surfaces available to us.

Our recommendations are therefore subject to the qualification that further necessary work may be required once the fabric of the building or a particular element is exposed. Should you require a full exploratory examination or disruptive exposure, we will be pleased to quote for these works. However, should you proceed on the present basis, we shall advise you of any further investigations or fungal infection we discover during execution of the works and advise accordingly with a supplementary report and quotation.

Wet Rot is caused by a number of basidiomycetes fungi and it attacks both softwood and hardwood causing a darkening of the timber (brown rot) or bleaching (white rot). Wet rot fungi usually occur in persistently damp conditions, needing an optimum moisture content of 40 to 60 per cent. Unlike Dry Rot, the conducting strands of wet rot fungi do not extend far from their nutrient wood so they cannot travel through masonry and brickwork. The fruiting bodies occur rarely in buildings. Wet Rot, which has been known to hollow out large structural beams, is responsible for much of the wood decay within buildings and, although not as serious as Dry Rot, is still a common cause of structural defects.

Wet Rot Control Specification



Timberwise technicians will carry out the following remedial treatments:

1. Remove the Decking timbers approximately 10m².
2. Install new treated 35 x 100, 35 x 225, 47 x 100 Decking timbers, approx. 10m². As described in additional observations above.
3. Install Spur to Bridge Balustrade post.
4. Replace 4.8m Section of handrail to Bridge.
5. Strengthen Dipping Platform Joists. 3 No.
6. Re fix 1 No Dipping platform Balustrade post.
7. Replace section of Dipping platform Up stand approx. 3.6m.



Waste

Within our quotation, we have allowed for the removal of resulting waste from the property.

Timberwise

2 December 2024

In addition to our Guarantee, as we are members of the Property Care Association, we are pleased to offer you the added benefit of the Guarantee Protection Insurance Limited "backup" fully insured Guarantee. The premium is shown as a separate item on our quotation.

Further Customer Information

The following contains important information and forms part of our report/quotation and any specified works and advice detailed within the report. It is an integral part of our report/quotation and must be read in conjunction with the report. Where advice is given to customers, it should be acted upon promptly or in the timescales advised.

The report is copyright and is for the benefit and use of the customer only. On no account must it be duplicated or copied in whole or part without our written authority. We accept no responsibility or liability for the survey or report to any other person or company.

Important Items to note relating to the report and quotation for works:

Assumptions

Unless we have specifically stated otherwise in our report, our quotation and specification of works are based on the assumption that:

- a) mains water and electricity are available at all times on site or in the property and that these are provided free of charge whilst Timberwise are on site. Please ensure that both water and electricity are available.
- b) you are responsible for ensuring that all furniture, floor coverings and other household possessions (including plants) are removed from the works area prior to the commencement of the work. This must be carried out prior to the arrival of our technicians on site so that we have unhindered access. We will not accept any liability for damage to any of the above items if they are left on site. Following works you will be responsible for replacing these items. It is not recommended that floor coverings of any type are reinstated until any treated surfaces are dry. We will inform you of any specific timescales if necessary.
- c) if the property is occupied by tenants, it is essential that the customer notifies them of the necessity to remove all furniture, floor coverings and other household possessions (including plants) from the areas where works are to be undertaken prior to the arrival of our technicians on site so that we have unhindered access. We will not accept any liability for damage to any of the above items if they are left on site. Following works you or your tenant will be responsible for replacing these items. It is not recommended that floor coverings of any type are reinstated until any treated surfaces are dry. We will inform you of any specific timescales if necessary.
- d) we have not included for the removal and/or replacement of any water, gas or electrical services to carry out the works. However, where Timberwise have included for the removal and/or replacement of any of these services, they do so on the basis that these services are without defect. At the time of refitting a service, any apparent defect which prevents Timberwise from effectively doing so, will be brought to the customer's attention. If additional works are necessary to replace the service, a supplementary quotation will be submitted prior to any additional works being completed.
- e) where work to an external wall is to be carried out from the neighbour's property, the customer has obtained written permission beforehand to ensure unhindered access.

- f) whilst working on the outside of the property, we will take every care possible to avoid damage to any plants, shrubs or items adjacent to the external working area. However, no guarantee can be given that damage will not occur, and we do not accept any responsibility for any damage caused.
- g) whilst we will take precautions and care when working in the property, we cannot accept any liability for damage caused to water or gas pipework or electric cabling that is hidden or embedded within the structure unless this has been brought to our attention prior to work commencing.

Party Wall Act etc. 1996.

Your attention is drawn to the Party Wall Act etc. 1996. Party walls are walls that are shared by adjoining owners of properties and are the joint responsibility of the owners. Where work on a party wall is necessary the customer must advise the owner of the adjoining property and seek consent before works are commenced. Consent cannot be reasonably withheld.

On site variations

When we are on site, occasionally we will need to change or vary our recommendations or specifications to ensure we carry out the works correctly. This is particularly relevant when we are guaranteeing the works. We reserve the right to make these changes from time to time, in order that the customer may obtain the benefits of, either improved techniques, better materials or improved working methods.

On-going property maintenance

We reiterate, that following works carried out, it is important that you ensure that you always maintain the property in a watertight condition. Proper maintenance should be undertaken to ensure that roofs and flashings are watertight, rainwater goods remain unblocked, free of vegetation and flowing efficiently, external window and door sills have drip grooves and trays, pointing and external render are sound, and that drainage arrangements are adequate to dispose of rainwater and excess ground water away from the property.

Please be aware that incorrect maintenance could invalid any guarantee that we provide.

Parking

Where residential parking permits are required to park outside your property, we have assumed that you will provide these permits free of charge for the duration of the works.

Asbestos

The Control of Asbestos Regulations 2012 places certain duties on those that are responsible for the repair and maintenance of buildings. We are obliged to ensure that our employees and others on site are not exposed to asbestos. We will ask to see any Asbestos Survey or Register that might have been carried out on the property. During works, should we uncover suspected asbestos containing material in the area we are working and which we are likely to disturb, we may have to suspend works to have the material tested. We will stop the work, seal the area and immediately inform you. Testing for asbestos is an easy and relatively quick procedure. Once testing has been carried out and if the material is found to be safe, we will return to work as soon as we can. If the material tested is found to contain asbestos it will need to be removed by a licensed asbestos removal contractor. Please note that Timberwise are not licensed to remove asbestos.

Drying out of plaster following plastering works

Plastering must be allowed to dry naturally. Forced heating should not be used and the use of dehumidifiers is not advised. It is good practice to allow good airflow around the new plaster to aid drying.

It is possible that, during the drying process, efflorescent salts might appear on the surface of new plaster. These should be brushed off and should stop after a period.

Very occasionally plaster may develop hair line cracking to the surface. These hair line cracks are usually superficial and once the wall and plaster have dried out, they can be filled by your decorator in the normal process of decoration.

Redecoration after plastering works

Redecoration should be delayed as long as possible and should not be applied until after 6 weeks following the finished plaster coat. At this time, decoration should be limited to water vapour permeable finishes such as a water based matt emulsion paint. Other types of decoration such as vinyl or textured wallpaper, oil-based paint, or tiling that reduce permeability, should not be applied until the walls have dried out. We advise that a period of 12 months should be left to allow sufficient drying out time.

Refitting of kitchen units, cupboards, and other fittings after replastering

Refitting of items following replastering should not take place until the plaster is visibly dry. Where membranes have been applied, please ask for advice on the types of fixings/adhesives to use.

External Render

Where external render is specified, this should be cast in a bell finish, incorporating a drip-groove, not less than 150mm above ground level and the base line masonry protected by a suitable bitumen or waterproof compound, applied in accordance with the manufacturer's instructions, to protect the damp proof course against abridgement on the outer face of the wall.

Removal and Refixing skirting boards, architraves, door casings, flooring, mouldings and other joinery items

Where specifically stated in our report, an allowance may have been made in our quotation for the removal and re-fixing of the existing joinery items to enable us to carry out works. Although we will take all reasonable care removing existing joinery items, it is possible that items are damaged if difficult to remove or further decay is found. In this case, we will bring this to your attention and a supplementary quotation will be provided.

Where floors are laid using tongue and grooved floorboards, all reasonable care will be taken to avoid damage during the lifting of these boards. Due to the nature of these floorboards damage may occur during the lifting and re-installation. Should damage be excessive it may be necessary to install new floor boarding. Should this become necessary, we will bring this to your attention and a supplementary quotation will be provided.

Electrical sockets

Often electrical sockets and switches will need to be removed prior to commencing our work. Usually, prior to our technician's arrival on site, you will have arranged for your own electrician to remove any electrical sockets, switches, and fittings within the work area. This will be specified within the report.

Where we have isolated and removed electrical points to allow for works to be carried out, it will be necessary for you to have these refitted by a qualified electrician. The points will be left safe by our technician and should not be used until refixed and tested by your own electrician.

Radiators and associated pipework

Usually, prior to our technician's arrival on site, you will have arranged for your own plumber to remove any radiators, pipes and fittings within the work area. This will be specified within the report.

Although we prefer that you use your own plumbers, if we are requested to remove radiators as part of the preparatory works, we will use the existing radiator valves to close the flow of water. As we are not plumbers, we will not carry out any other isolation works so it is essential that the valves work properly. Timberwise will not be held responsible for any damage caused.

Cavity constructed walls

Where walls are of cavity construction, it is advised that cavities be opened and cleared of any debris.

High External Ground Level around the property

Where the external ground level is above the finished internal floor level, the external ground level should be reduced to 150mm below internal floor level. Where circumstances make such action impractical or where internal solid walls differ in height and are lower than external ground level, there is the possibility of lateral moisture penetration. In such cases, the masonry section below external ground level should be treated with a waterproof coating. We carry a range of waterproofing products and can advise further if required.

Dust

Some works that we carry out involve the removal of old plaster from the walls in the property. Removing old plaster can generate a considerable amount of dust in the work area and it can migrate to other parts of the property.

Additionally other works we carry out can also generate some dust.

We do take precautions to limit this dust where possible. Where specified, we have included for some protection and screening. However, it is essential that you also take precautions by removing or covering furnishings, floor coverings, furniture and personal effects to ensure that your items are adequately protected. Please carry out these precautions prior to our arrival at the property.

We advise that where plaster has been removed and reinstated it is likely that final cleaning will be necessary by yourselves.

Advice following Wet and Dry Rot Decay Attack

We reiterate that attention is paid to the reported cause(s) and recommendations following a fungal decay attack. Where we have made recommendations that need to be dealt with by yourselves or your contractors, it is your responsibility to ensure that these recommendations are complied with and, importantly, within the timescales noted. If no timescales are given, then they should be completed at the earliest opportunity. Failure to complete these works in a timely manner will invalidate the guarantee.

Timber Treatment

Whilst we do take all reasonable care, sometimes the water-based fluid that we use for timber and fungal treatments can leach through cracks and fissures in timbers, walls and ceilings that we treat. If visible staining occurs this should have no effect on the plaster and can be painted over when dry. Should you require further information on the make-up of the treatments that we use, we can provide data sheets.

Discolouration of Timbers

There is a possibility, although relatively small, that treated timbers may show slight discolouration following the application of our insecticidal fluid. This can be more pronounced where the existing timbers have been sand/grit blasted or soda blasted prior to the treatment process. Unfortunately, this can sometimes occur due to the water based chemical reacting with any residue from the blasting. We cannot accept any liability for this should this occur.

Loft insulation

Fibre glass/insulation materials may be lifted and re-laid during treatments subject to their suitability. If materials are unsuitable to re-lay the customer should make provision to install new insulation.

Guarantees and Warranties

The majority of our works are covered by a 5, 10, or 20 year guarantee or warranty following completion. The report will specify whether a guarantee or warranty is provided and for what length of time. Specimen copies of the guarantees are available upon request.

Minimum Charge

Please be aware that our minimum charge for works is £575.00+VAT should you not have all the recommended works carried out. This will only apply if the total cost for the works falls below this level.

Listed Building/Buildings of Historic Value/Conservation Area Properties Consent.

Timberwise will design a waterproofing, damp proofing system or fungal eradication program based on your instruction, the survey investigation, observations and readings recorded at the time of the inspection.

Our methods to control dampness in walls and fungal decay in timbers have been proven over the last 70 years. We will always design the most effective control method; however, these methods may not always be acceptable for some conservation officers and local authorities.

It is the client's responsibility to establish if the property requires any permission to carry out alterations or repairs prior to any recommended works being undertaken. The client is responsible for applying for any necessary permissions to carry out the proposed works.

You should check first with your local authority Conservation Officer whether or not consent will be needed for what you plan to do. You should also get an outline of what might be acceptable and find out whether ideas need to be adapted to make them more likely to succeed. This simple step could save a lot of time and money.

When the planning authority considers whether to grant or to refuse an application, it must give particular attention to the desirability of preserving the building, its setting and those features which make it special.

These are the things you should think about when you are planning your proposed changes.

You can download an application form for Listed Building Consent from your local authority's website. You can also find advice and guidance on how to apply by visiting the relevant pages of government's Planning Portal website.

Please note that carrying out unauthorised works to a listed building is a criminal offence and individuals can be prosecuted.

The client must inform Timberwise of any decisions or restrictions relating to the proposed works in writing. The client must provide copies of any granted permissions to carry out the works including any restrictions or alterations required.

Timberwise are happy to meet with the conservation officer and local authority to discuss any proposed remedial works and seek alternative methods where required. The client must be aware that altering any proposed specification may restrict our guarantees accordingly.

Where lime plasters have to be applied directly to masonry, these will be non-guaranteed due to their porosity and should be regarded as temporary. Lime plaster will allow the transfer of hygroscopic salts left behind by capillary rising moisture. These salts are capable of attracting moisture from the air and, over a period of time, will break down the surface decoration and plaster finishes.

Lime plasters, in areas where walls have been treated for dampness, can be used like blotting paper to soak up the remaining salts but may require replacing several times over a long period until the salts have been fully removed from the masonry.

Surveyor Profile



Iain Rose

Surveyor

Hi, my name is Iain Rose and I am a surveyor for Timberwise in the South East.

Originally from Waltham Abbey in Essex, I am now responsible for surveying and developing relationships with customers in and around the London area. The Timberwise London team specialise in offering a full range of property care treatments from damp proofing and woodworm treatments through to designing and developing basement waterproofing systems for commercial customers.

I began my career in the construction industry in 1989 working in a variety of roles before becoming involved in property refurbishment. Latterly, prior to joining the preservation industry, I worked in structural waterproofing working with residential and commercial customers on waterproofing projects.

I love my role as a surveyor as it often allows me to visit some really interesting and historic properties that hold so much history and from day to day you never know exactly what you are going to be presented with next. I also pride myself on getting it right for every customer and going the extra mile.

When I am not busy caring for buildings, I enjoy spending time cycling and swimming as well as spending time with my family and grandchildren.

For any queries please contact me:

Iain Rose

Surveyor

07772 853639

iainrose@timberwise.co.uk

Dry & Wet Rot Solutions



The Problem

Both dry and wet rot can cause severe property damage, but dry rot is by far the most invasive and potentially property destructive.

Often called 'the cancer of buildings' dry rot can spread at an alarming rate, and if left untreated, it will attack all of the timbers within a property, and leave the timber in a totally fragile and dangerous state. It should never be underestimated regarding its ability to wreak substantial and potentially life threatening damage.

Dry rot spores are actually omni present, and once timber has reached a moisture content in excess of 20% they can germinate with devastating impact.

In the pursuit of food (timber) the dry rot strands can travel through masonry and along steel beams, therefore in a terrace/semi detached house situation, the neighbours can often find their properties under attack, and until they see the emergence of a fruiting body (large fungal growth) they are oblivious of the threat posed.

Regular cracking in a cube form are classical signs of dry rot affected timbers.



Our Solution

During our 50 plus years of resolving timber related defects, we have dealt with numerous dry and wet rot outbreaks. However, the correct identification and subsequent swift remedial action are vital to mitigate further issues.

Timberwise will:

- Identify the nature of the fungal attack, as well as the extent of the outbreak.
- Establish the cause, and ensure the root cause is dealt with to avoid further water ingress.
- Put together a complete specification for the works, using only quality chemical treatments.
- Ensure that we advise on any other works that may be required and are integral to achieving a complete solution to the outbreak.

Technical Information

Dry Rot (*Serpula lacrymans*)

- Extremely invasive, and property damaging.
- Outbreaks can occur with a timber moisture level as low as 20%, also situations of high humidity and poor airflow can lead to an outbreak.
- Generally, the majority of the active outbreak is hidden from sight.
- Poor property maintenance, and lack of ventilation are the major causes.
- Never underestimate its destructive powers.

Wet Rot

- There are many species of wet rot and it is critical for identification by qualified expert surveyors.
- Generally, it only degrades/affects timber with a moisture level above 30%.
- The wet rot fungus can germinate and survive in complete darkness.
- Normally, timber affected feels spongy.
- Unlike dry rot, wet rot can be cut out and replaced/spliced with new timbers successfully, or in the case of joist ends they can be replaced.



Why use Timberwise LignaTek?

- ✓ Fully trained and skilled carpentry qualified technicians.
- ✓ Extensive knowledge of all forms of timber fungal attack.
- ✓ Safe and effective chemical treatments.
- ✓ Long term comprehensive guarantees.
- ✓ Fast, friendly local service nationwide.
- ✓ Fully insured, with a strong health and safety culture.



Timberwise
SPECIALIST PROPERTY CARE & PRESERVATION

0800 99 11 00 | tekteam@timberwise.co.uk | timberwise.co.uk

LignaTek Dry & Wet Rot Solutions

Timber Repairs



The Problem

A fungal attack from both dry and wet rot can leave timber building joists and roof truss beam ends severely damaged and compromised.

In listed or architecturally important structures, a 'bolt on' to strengthen the beam would be wholly inappropriate, and aesthetically unpleasing.

With our extensive industry knowledge, and skills attained over the past 50 years, we have developed a range of beam end resin repair solutions that very neatly and effectively repair the beam ends without any obvious outward sign of a repair.

We can also make good weak joints by splicing in new timbers, and if necessary insert structural steel bars embedded in resin.



Our Solution

With a trained eye, and structural repair expertise, our surveyors will formulate a full schedule of works, together with a working at height risk assessment.

Our beam end repair solution is minimally invasive, but will restore the full structural integrity that existed within the timber before the fungal attack.

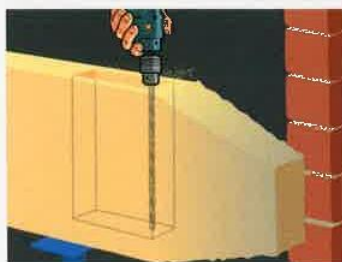
Our use of resin/steel bars include:

- Restoring or improving the beam end load bearing strength.
- System specific steel or fibre bar inserts.
- Fully shuttered prior to the pouring of resin for a seamless joint/finish.
- Graining and staining if required to match existing timbers.

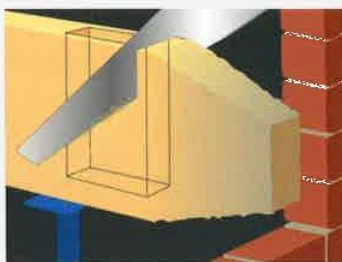
Technical Information

The 5 typical stages in Timber Replacement:

1



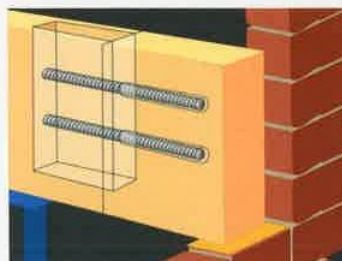
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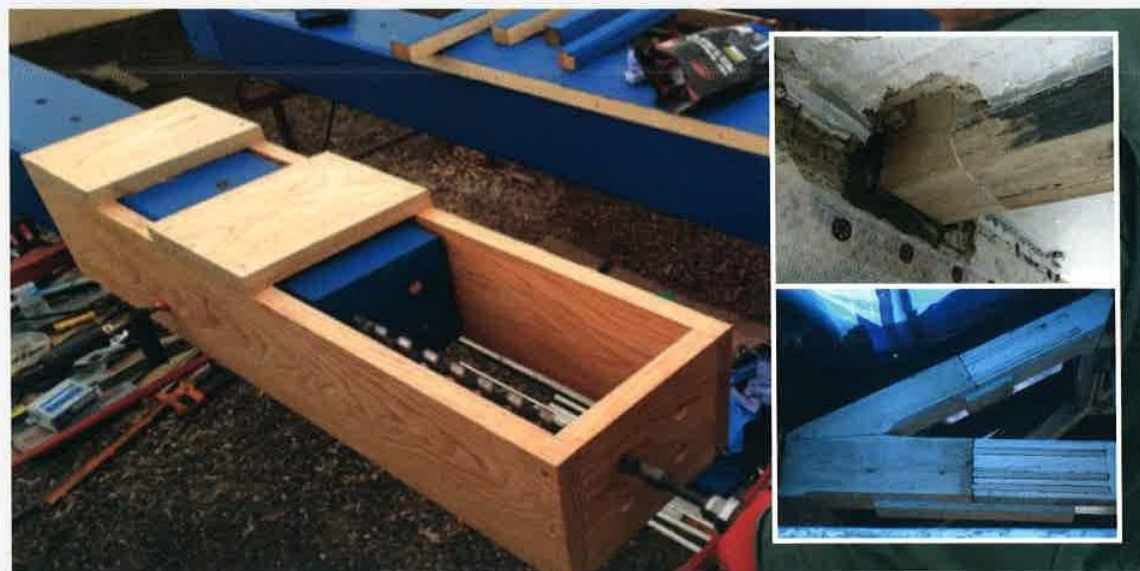
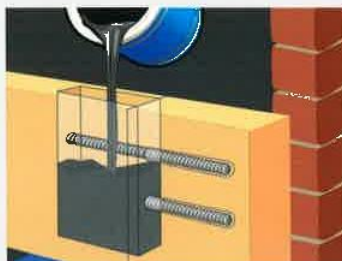
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4



5



Why use Timberwise LignaTek Timber Repairs?

- ✓ We are experts in our field.
- ✓ No one knows more about timber than us.
- ✓ Full guarantees, and an engineered solution.
- ✓ Over 50 years' experience in timber repairs.
- ✓ Expert technicians.
- ✓ Health and safety compliant.
- ✓ Full Public and Product Liability and Professional Indemnity Cover.



Timberwise
SPECIALIST PROPERTY CARE & PRESERVATION

0800 99 11 00 | tekteam@timberwise.co.uk | timberwise.co.uk

LignaTek Timber Repairs

WILL YOUR GUARANTEE BE WORTHLESS IN A FEW YEARS?

BE SURE - INSURE MAKE A GOOD DEAL BETTER!

FIRST THINGS FIRST, CHOOSING THE RIGHT CONTRACTOR



Are you worried about finding the correct contractor for your needs? There are many ways to choose a contractor but it is more reliable to look to those who are members of recognised trade bodies such as the Property Care Association (PCA) and those that are able to offer Insurance Backed Guarantees (IBGs).

Contractors should issue a long term guarantee for the work they have carried out. This means that you should be protected, subject to terms and conditions, if the work fails within the term of that long term guarantee. However, what happens if the contractor is no longer trading?

Members of the PCA are able to offer IBGs, provided by Guarantee Protection Insurance Ltd (GPI), to safeguard your long term guarantee. By obtaining an IBG through your chosen contractor you will be protected in the future if faults arise in the works undertaken and the original contractor has ceased to trade.

The general principle of an IBG is simple. It will honour the terms of the long term guarantee, originally issued to you by your contractor, where that contractor has ceased to trade and is, therefore, unable to meet their guarantee obligations by carrying out or meeting the costs of any remedial works that may be required during their long term guarantee.

WHO ARE GPI?

GPI is a UK based general insurer, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. With many years' experience, GPI specialises in the provision of IBG's.



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

THE 'LONG-TERM' PROBLEM

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

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

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

THE SOLUTION - AN INSURANCE BACKED GUARANTEE

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

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

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

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

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

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

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

HOW DO I GET AN INSURANCE BACKED GUARANTEE?

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

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

COMPARISON - GPI IBG VS CONTRACTORS STAND ALONE OWN GUARANTEE ONLY

CONTACT US:

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

telephoning during office hours on
01292 268020 (option 5)

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

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

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

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

Actual Insurance Period

GPI Insurance

Up to 10 years

**Contractor
Guarantee (only)**

Only for as long as the contractor is trading

Access to Financial Ombudsman Service

Yes

No

Insurance Certificate for Each Property

Yes

No

Recourse to the Financial Services
Compensation Scheme

Yes

No

Protects against contractor ceasing to trade

Yes

No

Underwritten by a UK authorised
and regulated insurance company

Yes

No



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



Policy Summary

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

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

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

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

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

Type of Insurance

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

Features and Benefits

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

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

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

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

Significant/Unusual Exclusions or Limitations

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

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

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

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

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

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

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

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

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

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

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

IMPORTANT INFORMATION

Your Right to Cancel

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

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

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

How to Make a Claim

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

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

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

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

Complaints

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

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

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

Financial Services Compensation Scheme

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

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

Other Important Information

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

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

The Law Applicable to the Policy

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

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

Timberwise - We offer more than you think!



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



Air Quality

Condensation control
Mould eradication
Radon control
Ventilation

Damp proofing

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

Penetrating Damp

WeatherTek penetrating damp treatment

Flooding

Flood remediation
Flood treatments



Structural repairs

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



Surveys

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

Timber

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

Waterproofing

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

Others

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

THESE CONDITIONS APPLY TO ALL GOODS AND SERVICES SUPPLIED BY TIMBERWISE (UK) LIMITED ("TIMBERWISE"). ALL OF THE TERMS THAT ARE AGREED BETWEEN YOU AND TIMBERWISE ARE SET OUT IN THESE CONDITIONS, YOUR ORDER (AS ACCEPTED BY TIMBERWISE) AND ANY SEPARATE QUOTATION, GUARANTEE AND/OR INSPECTION REPORT PROVIDED TO YOU BY TIMBERWISE. IF YOU FEEL THAT THESE DOCUMENTS DO NOT ACCURATELY REFLECT WHAT HAS BEEN AGREED, YOU MUST LET TIMBERWISE KNOW IMMEDIATELY SO THAT ANY APPROPRIATE AMENDMENTS CAN BE AGREED IN WRITING. IF YOU ARE A CONSUMER, THESE CONDITIONS DO NOT AFFECT YOUR STATUTORY RIGHTS. IF YOU ARE A BUSINESS CUSTOMER, PLEASE PAY PARTICULAR ATTENTION TO CONDITION 15.

1 Definitions

Certain words used in these Conditions have specific meanings. Where they do, they appear in bold text. A list of these words is set out below.

"Cancellation Notice" means the form of notice attached at the end of these Conditions, to be completed and sent to us in the event of a termination of the Contract by you in accordance with these Conditions.

"Client Works" means all building, inspection, installation and other works which are not Works and which are to be performed by you or by someone other than us on your behalf.

"Conditions" means these conditions of contract.

"Consumer" means a consumer as defined by s2(3) of the Consumer Rights Act 2015.

"Contract" means the agreement between you and us which includes the Quotation, the Order, any Order Confirmation, these Conditions, and, where provided, the Guarantee and the Report, and which is created pursuant to condition 2.3.

"Delivery Address" means the address at which Goods are to be delivered and / or Works are to be performed, as set out on the Order.

"Design" means a design plan created by us as part of the Works.

"Estimated Start Date" means the estimated start date of the Works and / or the estimated delivery date of the Goods set out on the Order and as confirmed by the Order Confirmation.

"Force Majeure Event" means any act or event beyond a party's reasonable control, including without limitation strikes and other industrial action, riot, invasion, terrorist attack or threat of terrorist attack, war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.

"Guarantee" means a separate written guarantee that may be provided to you by us in respect of the Works if appropriate in the circumstances.

"Goods" means the goods (if any) detailed on the Order and / or such goods as are used for the performance of the Works.

"Order" means your order for Goods and / or Works.

"Order Confirmation" means our communication to you confirming acceptance of your Order.

"Price" means the price as set out in condition 5.1.

"Quotation" means a written price quotation for Goods and / or Works provided by us to you;

"Report" means an inspection report prepared for you by us, if requested and included in the Works;

"Timberwise" means Timberwise (UK) Limited (company number 03230356) whose principle place of business is at 1 Drake Mews, Gadbrook Park, Cheshire, CW9 7XF (VAT registration number 677 3391 96).

"we" "our" and "us" refers to Timberwise.

"Works" means the inspection, installation and/or other services set out on the Order and may also include the supply of Goods.

"you" and "your" refer to the person, company, partnership or other organisation whose details appear in the Order.

2 Quotations and Orders

2.1 Unless otherwise stated, our written Quotations expire 28 days after the date of issue. Dates and timescales in Orders and Quotations are subject to confirmation and may also be varied as set out below. Oral quotations are not binding on us.

2.2 By placing an Order with us, you are providing an offer and confirming your understanding that you will be obligated to pay the Price for the Goods and/or Services which are to be provided to you in accordance with the Order once we have confirmed your Order.

2.3 Placing an Order with us does not mean we have accepted your Order and by doing so you are making an offer to us for the purchase of Goods and / or Works. A Contract for the supply of Goods and / or Works shall be created once we accept your Order by sending you an Order Confirmation and/or by commencing the Works and/or supplying the Goods set out in the Order and once any deposits due have been received in cleared funds.

2.4 On receipt of your Order if we are unable to supply you with the Works and / or Goods in your Order, we will inform you of this prior to sending the Order Confirmation and we will aim to suggest a suitable substitute, failing which we will not process your Order. If, due to some unforeseen circumstance, we are not able to provide you with the Works and / or Goods in your Order after we have confirmed the Order, we will aim to suggest a suitable substitute and/or method, failing which you will be entitled to terminate the order by sending us a completed Cancellation Notice and receive a full refund of any payment already made by you in accordance with the Order in relation to any Works and/or Goods not already provided to you.

2.5 Please note that our website and any other promotional materials issued by us are solely for the promotion of our Works and Goods in the UK.

2.6 The purchase of any Goods which are advertised on our website but are purchased through any third party website shall also be subject to the applicable terms and conditions of the operator of that third party website from time to time.

3 Cancellation and Change

3.1 Unless otherwise provided for in these Conditions, once a binding Contract has been formed it may only be amended by agreement between us and you recorded in writing and signed by a duly authorised representative of ours.

3.2 If you change or cancel your Order otherwise than is permitted under condition 2.4, condition 4, condition 11.5 condition 12.2 of these Conditions or without sending us a Cancellation Notice, or without our prior written consent, or if the Contract is otherwise cancelled due to your fault or breach, we reserve the right to recover from you any costs and / or losses that we suffer due to such change or cancellation (and we may retain all or part of any deposit which is necessary to cover such costs and losses). These costs and losses may include, without limitation, the cost of Goods purchased or manufactured to your Order, the non-refundable charges of any subcontractor, the costs of idle time and / or a charge of 20% of the Price if you cancel within 7 days of the Estimated Start Date of any Works (unless such cancellation is within your rights listed at condition 4, in which case condition 4 will apply).

3.3 If we terminate the Contract in accordance with these Conditions where you are not at fault, we will refund your deposit less any sums reasonably attributable to Goods already delivered and / or Works already supplied before cancellation and, if we are at fault, any foreseeable losses you have incurred.

3.4 We reserve the right to alter the Estimated Start Date, any timescale for performance of the Works or delivery of the Goods and / or the Price to take account of any change to your Order proposed or agreed to by you.

4 Distance Selling

4.1 If you placed your Order "at a distance" (without any face to face contact with us) you may have cancellation rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (the "Regulations").

4.2 Unless it relates solely to the supply of Goods (in which case see condition 4.3 below), you may cancel a Contract made at a distance at any time and for any reason by sending a Cancellation Notice during the 14 day period commencing on the day after the day on which we accept your Order (the "Cancellation

Period") and, subject to condition 4.4 (if relevant), receive a refund of all sums paid. However, if at your request the Estimated Start Date is during the Cancellation Period, and we start and complete the Works within the Cancellation Period, your right to cancel the Contract ends on the day that the Works are completed. If at your request the Estimated Start Date is during the Cancellation Period and we start the Works during the Cancellation Period but do not complete them, you may cancel the Contract at any time during the Cancellation Period, but we will be entitled to retain a proportion of sums you have paid to us which covers the Works that we have already undertaken.

4.3 You may cancel a Contract solely for the supply of Goods made at a distance at any time and for any reason by sending a Cancellation Notice during the 14 day period commencing on the day after the day on which the Goods are delivered to you and, subject to condition 4.4, receive a refund of all sums paid excluding our reasonable costs of collecting the Goods if we are required to do so. However, this right of cancellation does not extend to a Contract for bespoke Goods (i.e. Goods that have been manufactured or altered specifically for you to your specification). Bespoke Goods cannot be refunded unless they are faulty and/or do not conform with the specification set out in the Order and/or Order Confirmation. 4.4 If you cancel your Contract under conditions 4.2 or 4.3, you must retain possession of all Goods (if any) supplied to you, take reasonable care of them and return them to us at your own cost or we will deduct our reasonable costs incurred in collecting them from you from any refund of the sums paid by you. If you fail to take reasonable care of the Goods and / or return them to or allow them to be collected by us, you will be in breach of your statutory duty and may become liable for the cost of the Goods.

4.5 If you wish to exercise your right to cancel under this condition 4 you must complete and send a Cancellation Notice to us within the relevant time period. For the purpose of calculating the relevant cancellation period, if the last day of the relevant Cancellation Period is a Saturday, Sunday or UK public holiday, then the last day on which the Contract can be cancelled is the next working day after.

5 Price and Payment

5.1 The Price payable for Goods and Works shall be the price stated in the Quotation or if none shall be our published price in force at the time we confirm your Order. The Price excludes delivery costs which will be notified to you prior to the Order Confirmation and added to the total amount due. Our prices may change at any time, but price changes will not affect Orders that we have already confirmed with you. Unless otherwise stated, the Price shall include VAT. In the event that any Goods or Works are incorrectly priced, where the correct price is higher than the price stated we will contact you to tell you and wait for your instructions.

5.2 The Price must be paid in pounds sterling.

5.3 We accept payments for Goods and / or Works made by cheque made payable to 'Timberwise (UK) Limited', by cash in pounds sterling and by valid credit or debit card. Payment for Goods online may be made via Paypal with our prior consent. Payment for Works may be made by BACS transfer or Faster Payments transfer with our prior consent (please use the relevant invoice number(s) as a payment reference). Please contact us if you have a query relating to method of payment.

5.4 Details of any discounts or promotions which apply to your Contract shall be set out on the Quotation, Order and / or Order Confirmation.

5.5 The Price of Goods (when purchased separately from any Works) will be payable immediately upon receipt of the Order Confirmation or once the Order has been confirmed by us by any other method (including the supply of the Goods).

5.6 We reserve the right to charge the following deposits in respect of each Order for Works and will be under no obligation to perform the Works until the relevant deposit has been paid:

5.6.1 For any Order for Works, 40% of the Price, payment of which shall be taken on or must be paid on the date of the Order Confirmation. The balance

outstanding of the **Price** of **Works** and any **Goods** used to perform those **Works** will, unless otherwise agreed, be due on completion of the **Works**

5.6.2 Where a pump has been ordered, 90% of the **Price** which shall be due prior to the commissioning of the pump ordered.

We reserve the right to treat you as having cancelled your Order if you fail to pay any deposit when due. If you fail to pay any deposit due under clause 5.5.2 above, we reserve the right to cease any **Works** in progress until such payment is received.

5.7 The **Price** only includes the **Works** and / or **Goods** detailed in the **Order**. We will be entitled to charge you extra for any additional **Works** and/or **Goods** that we may provide. It will make such charges in accordance with its published prices in place from time to time or any further **Quotation**. We are under no obligation to provide any additional works or goods until you have agreed to pay for them and may suspend the delivery of any additional works or goods (and where necessary the delivery of the **Works** and any related **Goods**) without liability until agreement is reached. The things for which you will be charged extra include (but are not limited to) items that are not listed in the **Order** but are:

5.7.1 required by law and/or by any local or national authority which are not specified in the **Order**;

5.7.2 required due to the discovery of asbestos, any other hazardous substances or animal / pest infestations at the **Delivery Address**; and / or

5.7.3 requested by you, your employees or agents, your site manager or primary contractor or any other person acting on your behalf (all of whose persons' requests will be binding upon and are deemed to have been made by you) after your **Order** is accepted. In such circumstances, we will confirm the price adjustment for the relevant **Works** and/or **Goods** with you prior to commencing and/or supplying them.

5.8 We also reserve the right to charge you for any additional costs we incur as a result of:

5.8.1 delays caused directly or indirectly by you or anyone acting on your behalf;

5.8.2 your failure to take performance of the **Works** on the **Estimated Start Date** or other date agreed between the both of us;

5.8.3 If, due to no fault of our own, we are unable for any reason to freely access the **Delivery Address** (or any part of the **Delivery Address** for which we require access) for the purpose of performing the **Works**;

5.8.4 our access to the **Delivery Address** (or any part of the **Delivery Address** for which we require access) being interrupted once performance of the **Works** has commenced due to no fault of ours;

5.8.5 your failure to provide us with any information required from you in order to deliver **Goods** or perform the **Works** or the provision or incorrect or incomplete information by you or anyone acting on your behalf,

and you may be liable to pay the reasonable losses we have incurred up to **£480 including VAT** as our cost of redelivery for each re-visit to the **Delivery Address** resulting from any of the events listed in this condition 5.7.

5.9 If you are late in paying any sum due, we shall be entitled to charge you interest compounded monthly on the overdue amount at a rate of 3% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the actual date of payment. You must pay us interest together with any overdue amount. We may also charge you **£40** (including VAT) for each letter we send to you regarding an overdue payment and reserve the right to suspend provision of the **Works** until such time as an overdue payment is made. In addition, you may be required to reimburse any and all third party costs (such as legal, debt recovery agency and tracing agency fees) which we incur in securing payment of any sum due and / or enforcing its rights following your breach of the **Contract**. In the event of a genuine dispute between the parties in relation to the value of the **Price** or the amount of any other sums due by you to us, interest will not accrue on any such disputed sums. Any non-disputed sums shall however fall due in accordance with clause 5.2 above and interest shall accrue if such sums become overdue.

5.10 If we are to provide a **Guarantee** in accordance with the **Order** or any part of it, we will not provide it

to you until you have paid the **Price** and all other sums due under the **Contract**. This does not affect your statutory rights to seek redress under the Consumer Rights Act 2015.

6 Performance

6.1 If you have placed an **Order** for **Goods**, we will contact you with an estimated delivery date. If you have asked to collect the **Goods** from our premises, unless we provide otherwise you can collect the **Goods** from us at any time during our normal opening hours once we inform you that they are in our possession.

6.2 If you have placed an **Order** for **Works**, we will use our reasonable efforts to perform the **Works** at the **Delivery Address** on or starting on the **Estimated Start Date** and in accordance with any estimated completion date stated in the **Order** or **Order Confirmation**.

6.3 All dates and timescales quoted by us (including those set out in the **Quotation** and **Order Confirmation**) are estimates only and you may not terminate the **Contract** due to any reasonable delay of ours (including, without limitation, where delay is caused by any **Force Majeure Event** or as a result of any of the events listed in conditions 5.8 or 6.4). In the unlikely event that delivery of **Goods** or commencement of **Works** does not occur by the **Estimated Start Date**, we will contact you to agree a new date for commencement and/or delivery.

6.4 If you fail to pay any money due under this **Contract** by the relevant deadlines for payment or if any of the events set out in condition 5.8 occur, we may (without prejudice to our right to charge interest) postpone delivery and / or performance with immediate effect until such situation has been rectified without any liability to you and you may be liable to pay all reasonable costs suffered or incurred by us as a result of such postponement, including the costs of storage of **Goods** and / or equipment hire, the non-refundable charges of any subcontractors and the idle time of our personnel.

6.5 Delivery of an **Order** shall be completed when the **Goods** are in your possession and / or the **Works** are completed.

7 Ownership and Risk

7.1 You will become the owner of **Goods** only when we have received full cleared payment of the **Price**. You may not sell, dispose of, hire-out, use the **Goods** as security for a loan or mortgage or otherwise deal in the **Goods** until you become their owner.

7.2 After delivery to you of the **Goods** by us or the collection of any **Goods** by you or any person chosen by you, you will be responsible for their safe keeping and you should therefore make sure that you are adequately insured against any damage or loss which may occur to those **Goods** from that time.

7.3 If at any time we create any designs for you, we will own the copyright, design right and all other intellectual property rights in such designs and any drafts, drawings or illustrations made in connection with the same and grant you an irrevocable, royalty-free licence for you to use such designs for the purpose for which they were created in accordance with the **Contract** provided full payment is received.

8 Surveys and Reports

If the **Works** involve the provision of inspection for the purposes of reporting or design services and the drafting of a **Report** or **Design**, the terms of this condition 8, where applicable, shall apply.

8.1 The **Report** or **Design** will be prepared for the person to whom the relevant **Report** or **Design** is addressed and contains our opinion of the visible and accessible conditions and state of the site inspected (the "Site") so far as the same relates to our recommendations for any suitable **Works** and / or **Goods** to be provided by us in respect of the Site only (the "Purpose").

8.2 Prior to our inspection you must:

8.2.1 provide us with all information (and any related documentation) that might reasonably be considered to be relevant to the inspection and/or any **Report** or provision of design services. If upon arrival the inspector of the Site does not consider the Site to

meet the description and/or information provided by you, we may suspend our services until such time as the scope and fee for the inspection and **Report** and/or **Works** has been amended accordingly;

8.2.2 secure any approval needed to grant us access to the Site for the purpose of performing the inspection; and

8.2.3 move all furniture, furnishings, equipment and any other items blocking or restricting access to any part of the Site within the scope of the inspection which you wish us to inspect.

8.3 At the time of the inspection you must, unless otherwise agreed, ensure that our inspector is afforded full access to the Site (or part thereof) to be inspected.

8.4 Details of the date and scope of our inspection and the Site (or part thereof) to which it relates are set out on the relevant **Report** or **Design** and the scope shall be limited as follows.

8.4.1 Our inspection and the **Report** or **Design** are limited to those areas of the Site that our inspector can reasonably have been expected to have accessed at the time of the inspection bearing in mind the state and condition of the Site (including any safety risks) and the location of any furniture, furnishings, fittings or equipment at the Site.

8.4.2 Any parts of the Site that were locked, obscured from view or otherwise not reasonably accessible at the time of the inspection shall not be included in the scope of the inspection or the **Report** or **Design**. Our inspectors will not be required to move any obstructions to inspect or to undertake any action which would risk damage to the Site or injury.

8.4.3 In the case of timber inspections, any timbers exposed to the outside and/or any timbers not visible at the time of our inspection shall not be included.

8.4.4 Any noise, vibration or other disturbance affecting the Site relevant to the inspection will only be noted if it is significant at the time of the inspection or if specific inspection has been agreed in writing between us.

8.4.5 Unless otherwise agreed in writing, the inspection and **Report** will relate to the Site only and will not cover any adjacent or adjoining property or land or the general building where the Site inspected does not constitute the whole building. Where the Site is an individual flat or maisonette, the inspection and **Report** will not include or take account of any adjacent flats or maisonettes, any internal or external common parts or the structure of the block or building in which the Site is located.

8.4.6 We will not provide any valuations (other than a quotation for any necessary **Works** and / or **Goods**).

8.5 Unless you inform us otherwise, the inspection will be conducted and the **Report** or **Design** produced based upon the assumption that:

8.5.1 no hazardous materials or techniques have been used in relation to the Site or any property on the Site;

8.5.2 there is no known presence of asbestos or any similar substances on the Site;

8.5.3 neither the Site, its condition, its use nor its intended use is or will be unlawful; and

8.5.4 in relation to the inspection, that you have authority to grant us access to the Site for the purpose of the inspection;

8.5.5 in relation to preparation of the **Report** or **Design**, that all planning, building and other consents (including landlord consent) required to carry out any works recommended in the **Report** or set out in the **Design** will be or have been obtained.

8.6 If we discover or suspect the presence of asbestos (or any other hazardous substance) at the Site or we consider the condition of the Site (or any part of the Site) constitutes a risk to the health and safety of our inspector(s), we reserve the right to suspend the inspection until such time as the Site has been investigated (a service which we may be able to provide to you) and declared safe. In such an event, we will stop the inspection immediately, seal off the relevant area and inform you of the same.

8.7 We will ensure that the inspection and **Report** or **Design** are provided by persons possessing adequate knowledge and experience and exercising reasonable care and skill.

8.8 We will provide the **Report** to you to the address provided by you as soon as reasonably possible following the inspection. If you have not received your **Report** within one month of the inspection, please contact us to let us know. We will provide the

Design to you in accordance with the relevant Contract.

8.9 The Report or Design may not, without the prior written consent of one of our directors, be disclosed to or relied upon by any third party (except your professional advisers) or be used for any purpose other than the Purpose. Any use of or reliance on the Report or Design contrary to this condition 8 is made entirely at the risk of those parties involved and without liability on the part of Timberwise.

8.10 All intellectual property rights subsisting in the Report or Design shall be and remain vested solely in us, and we will grant an irrevocable, royalty-free licence for you to use the Report or Design for the Purpose in accordance with these Conditions provided full payment is received. The Report or Design may not be copied in whole or part without the prior written consent of one of our directors.

8.11 If you need to change the time scheduled for your inspection, please call us as soon as possible to arrange a rescheduled appointment. If you fail to provide us with access to the Site at the agreed time of the inspection with little or no prior notice, we reserve the right to charge you an additional fee to reflect our reasonable costs incurred as a result of such failure to provide access.

9 Your Obligations

9.1 In all cases you must:

9.1.1 ensure that you are entitled to carry out the Works, including in particular to party walls, and notify adjacent property owners and occupiers that vibrations may be caused to party walls and that all breakable items should be removed from such walls;

9.1.2 clear the area in which the Works are to be performed and ensure that, throughout the duration of the Works, we have unimpeded and uninterrupted access to that area;

9.1.3 obtain any and all permissions, licences, authorisations and consents which may be required for the performance of the Works;

9.1.4 perform all Client Works and all preparatory works required for the provision of the Works including but, not limited to, removing furnishings, carpets and other items;

9.1.5 provide sufficient supplies of electricity and water for the performance of the Works and notify us of the precise position of all wires, pipes and services set into walls and/or floors;

9.1.6 comply with all reasonable instructions given by us in relation to the safety and security of the Delivery Address and inform us of any actual or potential safety hazards (such as asbestos);

9.1.7 following provision of the Works, carry out all required additional works such as cleaning, decorating, tiling and carpeting;

9.1.8 following provision of the Works, perform all maintenance works required in relation to the Goods and / or Works in accordance with our instructions and operate the Goods in accordance with any instruction manuals provided; and

9.1.9 inform us as soon as reasonably possible of any defect or fault in the Works and / or Goods.

9.2 While we warrant that we will undertake the Services using reasonable skill and care, it is your responsibility to advise us of the precise position of wires or pipes for the provision of gas and electric services in accordance with condition 9.1.5 and do not accept any responsibility should we interfere in any way with such services or any damage incurred as a result of such interference.

9.3 You must, prior to delivery of any Goods:

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

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

10 Warranties

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

10.1.1 we are legally entitled to sell the Goods to you;

10.1.2 upon delivery, the Goods will correspond with the Order (unless agreed otherwise pursuant to condition 2.4); and

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

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

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

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

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

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

11 Liability

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

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

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

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

11.3.2 damage to any part of the fabric of any building in which Works are carried out which is in a weakened, incomplete or damaged condition prior to the Works;

11.3.3 water ingress, dampness, woodworm or other infestation, wet or dry rot or structural failure outside the specific area of the Works;

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

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

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

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

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

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

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

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

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

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

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

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

12 Termination

12.1 We may terminate the Contract immediately at any time:

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

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

12.1.3 if you become bankrupt or insolvent;

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

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

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

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

13 Data protection

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

13.1.1 provide the Works and / or Goods; and

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

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

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

14 General

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

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

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

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

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

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

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

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

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

15 Business Customers

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

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

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

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

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

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

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

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

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

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

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

Cancellation Notice

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

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

To: Timberwise (UK) Limited

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

By fax: 01606 334748

By email: hq@timberwise.co.uk

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

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

Name of consumer(s):

Address of consumer(s):

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

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

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

Date

Thank you
for choosing

Timberwise



Galleywood Parish Council

The Keene Hall, Watchouse Road, Galleywood, Chelmsford CM2 8PT

19 December 2024

TENDER FOR GRASS CUTTING IN GALLEYWOOD

Galleywood Parish Council invite tenders for the grass cutting contract.

SPECIFICATION

Length of Contract	3 years – 2025/26, 2026/27, 2027/28
Sites	Twitten Green, The Street Pipers Tye (lower end of Galleywood, Watchouse Road)
Period and hours	February to April – 2 hours per month May to August – 5 hours per month September to December – 4 hours per month

Tenders to be broken down as specified above.

Your tender should be sent to :

Mrs K Wilde

Clerk to Galleywood Parish Council

Please include a copy of your Public Liability Insurance and references

Deadline: Friday 31 January 2025

Report to Galleywood Parish Council

KW/19 Dec 2024

VE Day Celebration, May 8th, 2025

Members to consider and resolve the event details and if further meetings are needed.

Members are aware that a working party has been formed, and several meetings have taken place, to discuss the event in more detail.

The working party had thoughts of holding a community scarecrow event along with a commemorative service / refreshments / fly past / and Exhibition of local artefacts, documents and oral history records together with a rolling presentation.

The Clerk forwarded scarecrow information previously provided by Cllr Bonnett to the working party in both Sept and Oct for them to peruse. It was agreed that a discussion would take place and decision made on the 10 Dec if a scarecrow competition/event would take place in May 2025. Unfortunately, this meeting was called short due to low attendance.

Due to Grapevine advertising constraints, a leaflet must be ready to be published by 20 January 2025, therefore a decision must now be made on if and how a scarecrow event will be organised and who will be leading this.

Clerks comments

£300 has been budgeted

Rev Cattle has agreed to lead a service at Keene Hall

WI has agreed to put up bunting at Keene Hall

WI / Kelly and Abbey to service refreshments

GHC may hold an exhibition of local artefacts, documents and oral history records together with a rolling presentation

Cllr AM has advised that the Fly Past will more than likely not happen.



Member/Employee Policy

	Date	Minute Reference	Amended
Adopted:	24 Sept 2018	PERS18-54	NEW
Reviewed:	10 Mar 2022	PER22-49	No
	19 Dec 2024	FC24-856	No
Next Review 4 years	Dec 2028		

1. INTRODUCTION

The purpose of this Policy is to guide members and employees of the Parish Council in their relationships with one another. It is not intended to be prescriptive or comprehensive but aims to offer guidance on some of the issues that most commonly arise.

2. PRINCIPLES UNDERLYING MEMBER/EMPLOYEE RELATIONS

- 2.1 No Parish Council can function properly without a good relationship between its councillors and its officers. Where the relationship breaks down, an atmosphere of suspicion or dislike can make it very difficult to devise and implement policies in any consistent way. The general principles which govern the conduct of members (selflessness, honesty and integrity, objectivity, accountability, openness, personal judgement, respect for others, duty to uphold the law, stewardship, and leadership) require members to respect the impartiality and integrity of an authority's statutory officers and other employees. Those principles are equally appropriate for employees in their dealings with members.
- 2.2 This policy should also be read in conjunction with the Members' Code of Conduct which is designed to ensure high standards of conduct and probity within the Parish Council.

3. THE ROLES OF MEMBERS AND EMPLOYEES

Members are democratically elected and are accountable to the electorate for their actions. Employees are responsible for the day-to-day managerial and operational decisions within the Parish Council and should provide support to all members. They are employed by and accountable to the Parish Council as a whole. Members should respect the obligation placed on employees to serve the Parish Council as a whole.

4. EMPLOYER/EMPLOYEE ISSUES

- 4.1 All dealings between members and employees should be conducted with mutual respect, trust, and courtesy. Members should recognise and have due regard to their role as an employer in their dealings with employees and be conscious that inappropriate conduct or behaviour on their part could lead to a case being brought to an employee tribunal by an aggrieved employee. It is proper for a member to make written or oral representations about a matter affecting a constituent who also happens to be an employee but he/she should avoid taking a proactive part or represent or act as an advocate on behalf of the employee in any disciplinary or grievance procedures brought against the Parish Council by the employee.
- 4.2 Members should not place inappropriate pressure on employees and must ensure that all communication between them does not bring the Parish Council into

disrepute, cause any embarrassment, or lead to a breakdown of mutual trust, respect, and courtesy in member/employee relations.

- 4.3 In seeking advice and support, members should recognise that whilst those employees owe an overriding duty to the Parish Council as a whole, such duties are first expressed to their respective line managers and not to an individual member. For this reason, members should not give direct instructions to employees.
- 4.4 Members and employees should promote equality by not discriminating unlawfully or otherwise against any person. They should treat people with respect, regardless of their race, age, religion, gender, sexual orientation, or disability. Such principles apply equally to the implementation of personnel and other policies, recruitment, and promotion as they apply to day-to-day dealings with members of the public.

5. PERSONAL RELATIONSHIPS

It is important that there should be a close working relationship between councillors and employees. However, such relationships should not be allowed to become too close or appear to be so close as to bring the issue of impartiality into doubt.

6. RELATIONSHIPS BETWEEN COMMITTEES AND EMPLOYEES

Decisions or recommendations made by Committees, Sub Committees and Working Parties etc must be taken collectively, normally following the receipt and consideration of a report by the appropriate employee. Any advice will be independent and professional.

7. RELATIONSHIPS BETWEEN INDIVIDUAL MEMBERS AND EMPLOYEES

- 7.1 Members and Committee chairmen may request a briefing from the Clerk on matters of policy which have already been or may be discussed by the Parish Council or within its decision-making processes.
- 7.2 Parish Councillors have an important role to play in representing the Parish Council in their constituencies and responding to the concerns of their constituents. It is essential for the efficient functioning of the Parish Council that members should be fully informed about matters on which they may be required to make decisions, or which affect their wards. All relevant staff should be aware of the requirement to keep local members informed and as far as practicable the timing of such information should allow members to contribute to decision-making.

8. ACCESS TO DOCUMENTS AND INFORMATION

- 8.1 A member has the right to inspect Parish Council documents so far as his/her access to the documents is necessary to enable the member properly to perform his/her role as a member of the Parish Council.
- 8.2 Confidential information that is obtained by a member must not be disclosed to another person. Any such breach of confidence may result in a complaint to the Monitoring Officer at Chelmsford City Council.

9. RELATIONS WITH THE MEDIA

The Clerk may assist members in their relations with the media and must act at all times in the interest of the whole Council and in a politically impartial manner. Requests from the press or other media for an oral or written comment or statement from the Parish Council, its councillors or staff shall be handled in accordance with the Parish Council's policy in respect of dealing with the press and/or other media.

10. OTHER SUPPORT

Members are provided with a range of information and support to assist them in their policy and representative roles. Such information and support should not be used in connection with party political or campaigning activity or for purposes not related to Parish Council business.

Galleywood Parish Council

Email: clerk@galleywoodparishcouncil.gov.uk.com

Charter House
Parkway
Welwyn Garden City
Hertfordshire
AL8 6JL
Hweicbhv.pharmacy@nhs.net
<https://hertsandwestessex.icb.nhs.uk>

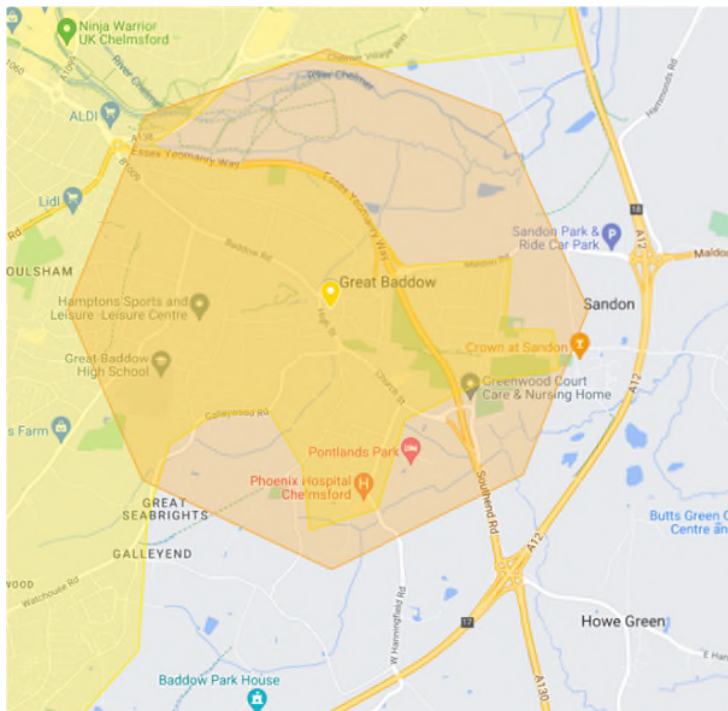
10th December 2024

Dear Galleywood Parish Council,

Controlled locality determination – 1.6km around the proposed location for an unforeseen benefits application in Great Baddow

Since 1 April 2023, NHS England has delegated the commissioning of pharmaceutical services to integrated care boards (ICBs). The Hertfordshire and West Essex ICB are hosting the Pharmacy and Optometry team for the six ICBs in the East of England.

We have received a request to make a controlled locality determination as a result of receiving a pharmacy routine application and have determined that regulation 36(3) of the NHS (Pharmaceutical and Local Pharmaceutical Services) Regulations 2013 is not applicable. The area that is to be determined is a 1.6km radius around the proposed location for an unforeseen benefits application at 8 The Vineyards, Great Baddow, Chelmsford, CM2 7QP, as shown in the map below in the pale orange region (yellow areas are non-controlled):



Dr Jane Halpin, Chief Executive

Rt. Hon. Paul Burstow, Chair

Controlled localities are those that have been determined to be 'rural in character' by Mid and South Essex ICB, or on appeal by NHS Resolution. No definition of 'rural' is given in the regulations however a rural area is normally characterised by a limited range of local services. A range of factors (as they pertain at the time of the determination) will therefore be considered when determining whether or not an area is rural. These include, but are not limited to:

- environmental factors such as the balance between different types of land use,
- employment patterns (bearing in mind that those who live in rural areas may not work there),
- the size of the community and distance between settlements,
- the overall population density,
- transportation – the availability or otherwise of public transport and the frequency of such provision including access to services such as shopping facilities, and
- the provision of other facilities, such as recreational and entertainment facilities.

Mid and South Essex ICB will also consider whether or not gradualisation is to be given to any GP practices with dispensing patients living in the area if an area is no longer determined as a controlled locality and a new pharmacy routine application is granted.

Should you wish to make any written representations on either or both of these matters please send them to me via our generic email address hweicbhv.pharmacy@nhs.net within 30 days of the date of this letter. You should note that any comments submitted will be shared with other interested parties and may also be shared under the Freedom of Information Act, as requested.

In line with the Regulations, we anticipate making the determination by Thursday 3rd April 2025.

I will advise you of the outcome, but should you have any questions please do not hesitate to contact me via the generic email address.

Yours sincerely



Avni Shah
Director of Primary Care Transformation
Chair of PSRC

Dr Jane Halpin, Chief Executive

Rt. Hon. Paul Burstow, Chair

