

PRESERVATION TREATMENTS

DAMP AND TIMBER SPECIALISTS SINCE 1972



Head Office: 01276 66466
London Office: 020 8914 8189

www.preservationtreatments.co.uk
info@preservationtreatments.co.uk

Preservation Treatments (Surrey) Ltd:
Belmont House, Belmont Road,
Camberley, Surrey, GU15 2NZ

Cuckfield Parish Council,
Queens Hall,
High Street,
Cuckfield,
RH17 5EL

95501/TIM/DM/MW

caroline.hansen@cuckfield.gov.uk

15th October 2018

Attn: Ms C. Hansen

Dear Ms Hansen,

Re: Lychgates – Holy Trinity Church, Church Street, Cuckfield, Haywards Heath, West Sussex, RH17 5JZ

We thank you for your instructions to report upon suspected infestations by wood boring insects and wood rotting fungi, in the base of the vertical structural timbers and other adjoining timbers of the two Lychgates at the North (Church Street) and West (Church Platt) sides of the church entrances.

- Our inspection was carried out on 12th October 2018.
- In both cases, designations are as if one is outside the Church grounds, facing into the lychgates.
- The structures inspected are timber lychgates, which date back to 1893 (North side) and 1911 (West side).
- At the time of our inspection it was dry, bright and windy.
- Your survey/inspection was carried out by David Morton, CSRT; CSSW.

We assess the cost of carrying out the works under the heading "Resin Repairs" to be:

£2,709.00 (TWO THOUSAND SEVEN HUNDRED AND NINE POUNDS) plus VAT

Our quotation is based on the assumption that power and water will be available to our operative and that the treatment will be carried out as a single operation. Where further visits are necessary because of a failure by the client to provide access, either to the property or to areas of treatment, then an extra charge will be made in accordance with our Agreement Terms and Conditions 8a(iii), unless otherwise agreed in writing.

OBSERVATIONS

Church Street (North) Lychgate:

There is evidence of decay and old, historic insect infestation which is affecting three of the main vertical timber supports to a greater, or lesser degree.

The insect infestation appears to be from Death Watch Beetle (*Xestobium rufovillosum*) although the infestation is clearly old, with no evidence of current active activity. However, there are large pockets of decay within two of the vertical timber supports. One of which is the front left-hand support and the other being the rear left-hand support. These are indicated on the attached plan No. 95501.

The extent of decay is worsened by some longitudinal cracking in both of these timbers, which has allowed water ingress over the years. Some evidence of historic repairs is visible.

There is evidence of some decay in the base of the vertical support at the rear right corner, although this is relatively minor compared to the other two.

Registered Office: Unit 10,
Progress Business Park,
Progress Road, Leigh on Sea,
Essex, SS9 5PR
Registered Number: 01042309
VAT No: 211612028



Basement
Waterproofing
ASSOCIATION



The remaining three supports remain in relatively sound condition. Again, it would appear that some repairs have been carried out in the past as the base of some supports has been cut away and replaced with a stone block.

Church Platt (West) Lychgate:

Once again, there is evidence of some infestation as a result of Death Watch Beetle (*Xestobium rufovillosum*) although the infestation is clearly old, with no evidence of current active activity.

The main issues in terms of decay to this, smaller, lychgate relate to the timber sole-plates which sit directly onto stone bases without any protective damp proof membrane between them.

There is evidence of some decay to the end of the sole-plate at the front right corner where the timber is softening and breaking down. There is significantly worse decay at the outer edge of the rear left hand sole-plate, which has been repaired in the past.

In all cases, the reason for decay is due to water ingress into the timber, and / or dampness rising from the stones which the timbers sit on.

RECOMMENDATIONS

RESIN REPAIRS:

Our Operatives will carry out the following work to the areas indicated on the attached plans no. 95501 and 95501.1:

- Lay protective sheeting down around the area where we are working.
- Rake out all old decayed and loose timbers from the base and the vertical cracks to the front left and rear left vertical supports on the North Lychgate.
- Cut away the loose, decayed timber from the base of the rear right hand corner support on the North Lychgate.
- Cut away decayed timber from the end of the sole-plate at the front right-hand side of the West Lychgate.
- Cut away and rake out the decayed timber from the underside of the sole-plate at the rear left-hand end of the West Lychgate.
- Form a shutter around the bottom of the front left and rear left-hand vertical supports on the North Lychgate and pour Rotafix TG6 structural resin. The shutters will need to stay in-situ for at least 24 hours.
- In all other areas, we will fill the voids with Rotafix Moulding Mortar to the existing lines.
- Clear site and leave tidy.

Note:

We have allowed to use up to 14 litres of structural TG6 resin and up to 4 litres of structural moulding mortar. In the event that additional materials are needed, which is not foreseeable until all old, decayed timber is removed, it will be subject to additional charges on a pro-rata basis.

Subsequent “graining” of the surface and any surface decoration, oiling of timbers will be carried out by your maintenance contractor, under separate contract and cost.

ATTENDANCE WORK (NOT included in our quotation)

Generally provide access to all timbers to be treated. Whilst we are working in these areas, you must arrange for them to be cordoned off. You must ensure clear and safe working access for our Operatives throughout the course of this contract.

Where the client elects to carry out "Attendance Work" these works must be completed prior to the arrival of our operative. Where all or part of the works, are not so completed our operative may, at the company's discretion, carry out such works, which will be charged pro-rata.

We would particularly draw your attention to the Agreement, Terms and Conditions, attached.

We would confirm that under our conditions of contract a 50% deposit is required prior to works commencing.

Clients with a credit history and standing with this company may not in many cases be required to pay a deposit. Where there is no credit history then a deposit of up to 50% will be required in advance.

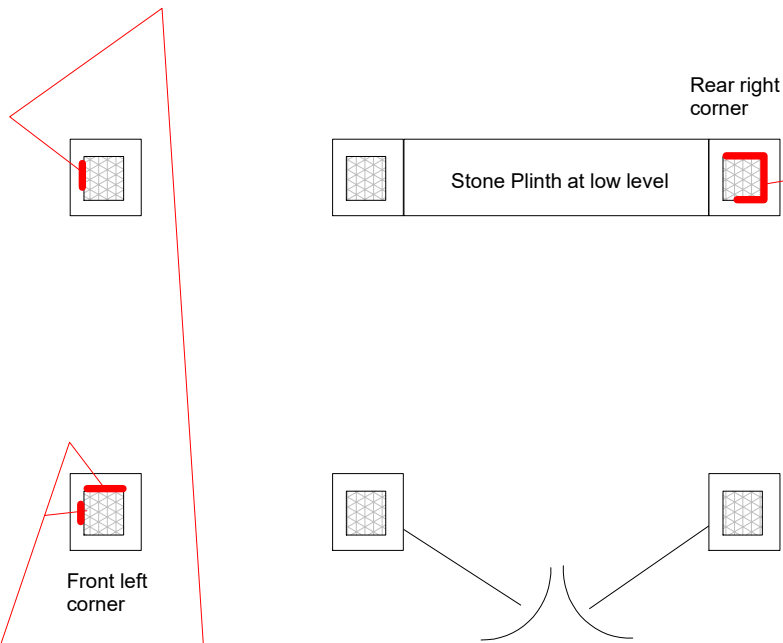
Our Risk Assessment/Method Statement (RAMS) paperwork, together with any Environmental Concerns will be forwarded to you upon acceptance of our quotation.

Please do not hesitate to contact us if we can be of further assistance.

We now look forward to receiving your further instructions, and remain,

Yours sincerely,

p.p. PRESERVATION TREATMENTS (SURREY) LIMITED



Decay and insect damage to base of vertical support. There is also a vertical crack on the outside, L/H side



Decay and insect damage to base of vertical support, plus large vertical crack in the timber



Rear left corner post showing long vertical crack in the timber support



Some decay evident in the base of the rear right corner vertical support

Church Street Lych Gate, Holy Trinity Church, Church Street, Cuckfield, West Sussex, RH17 5JZ

Preservation Treatments

Belmont House Belmont Road Camberley Surrey GU15 2NZ
 Tel: 01276 66466 e-mail: info@preservationtreatments.co.uk
 Fax: 01276 27071 Sketch not to scale - for information only



Where indicated with thick red lines, localised repairs will be carried out using a combination of Rotafix TM6 structural resin and Rotafix Moulding Mortar

Ref: 95501

Date: 12.10.2018

Surveyed by DM



Decay and insect damage to the underside of the sole-plate on the Church side of the gate



Decay and degradation at the outer end of the sole-plate on the outer side of the gate

Old Church Car Park Lych Gate, Holy Trinity Church, Church Street, Cuckfield, West Sussex, RH17 5JZ

Preservation Treatments

Belmont House Belmont Road Camberley Surrey GU15 2NZ
 Tel: 01276 66466 e-mail: info@preservationtreatments.co.uk
 Fax: 01276 27071 Sketch not to scale - for information only



Where indicated with thick red lines, localised repairs will be carried out using a combination of Rotafix TM6 structural resin and Rotafix Moulding Mortar

Ref: 95501.1

Date: 12.10.2018

Surveyed by DM

AGREEMENT TERMS AND CONDITIONS

Updated: 01/12/2017

PRESERVATION TREATMENTS

1) DEFINITIONS

The following expressions shall have the following meanings:

- a) 'The Company' means Preservation Treatments (Surrey) Ltd, its servants, agents and subcontractors. The 'Client' means any person entering into an agreement with the Company.
- b) 'The Treatment' means the timber treatment, damp-proofing or any other treatment which the Company agrees to carry out, as specified in the Company's quotation accepted by the Client.
- c) 'Associated Building Works/Other Works' means the work which will be carried out either by the Company (if included within its Report) or the Client (as specified in the Company's Report) and/or in the Client's Guide and Responsibilities and/or the Replastering and Rendering Specification.
- d) 'The Guarantee' means the Company's Guarantee (if so offered) in the standard form in use by the Company at the date of the Client's acceptance of the Company's offer to carry out treatment.

2) THE COMPANY'S OBLIGATIONS

The Company agrees:

- a) To carry out the Treatment.
- b) To locate and identify the extent of the Treatment necessary.
- c) To specify any associated other works necessary.
- d) Upon completion of the Treatment and following payment of the full price of the contract including any accrued interest, to provide and honour the Guarantee in the form currently issued by the Company at the date of the Client's acceptance of the Company's quotation, a copy of which will have been provided to the Client prior to the conclusion of this agreement. The Company will expect the Client to read and understand the terms and conditions of the Guarantee before entering into any agreement with the Company.

3) WHAT THE COMPANY DOES NOT DO

- a) The Company does not supervise, inspect or accept any liability or responsibility for any associated building works scheduled in our report to be carried out by others. In the event such work is carried out ineffectively, it may render the Guarantee null and void.

4) LIMITATIONS OF LIABILITY

- a) The Company accepts liability as set out in the Guarantee for any failure of the Treatment.
- b) The Company accepts no liability in any circumstance for:
 - (i) Damage to any part of the fabric of the building in which the Treatment is carried out where any part of that structure is in a weakened, incomplete or damaged condition prior to completion of the Treatment;
 - (ii) The consequences, direct or indirect, of any failure on the part of the client to comply with the advice and recommendations contained in the Company's quotations or the leaflets entitled 'Replastering and Rendering Specification' and 'Client's Guide and Responsibilities', any of these Terms and Conditions or the terms of the Guarantee;
 - (iii) Any infestation by wood-boring beetles and/or attack by wood-rotting fungi and/or rising damp which appears or is found anywhere outside the area treated or scheduled for Treatment by the Company;
 - (iv) Any loss or damage (other than the cost of rectification works) not foreseeable to both parties when the contract was formed or loss or damage to goods and chattels left in the area where the work/treatment is being carried out and where such loss is not due to its negligence or breach of contract, or loss of rent or reduction in profit unless the Client has notified the Company in writing prior to entering into an agreement that the premises/building is rented out or used as a business premises and state the current weekly/monthly rental/income;
 - (v) Any defects due to faulty material or workmanship of third parties not approved by the Company in completion of the Treatment or engaged in decoration or alteration of any area treated by the Company;
 - (vi) Any loss or damage howsoever arising which the Company was unable to prevent through the exercise of reasonable care.
- c) The Company will accept liability for any loss, or damage, to pipes or services set into and hidden in walls or floors if the precise location thereof has been made known to the Company or if it was reasonably expected to know of their presence prior to commencement of work;

5) TIME LIMIT ON CLAIMS AND ACTIONS

- a) Any claim under the Guarantee shall be made within three months from the date the defect was first detected by the Client.
- b) In the event of the Client's failure to allow the Company to carry out any necessary remedial work, within six months from the date of the inspection, or take any other reasonable measures (after notifying the Company) to prevent any further deterioration, the Company cannot be liable in either event for damages or for failing to take action.

6) EXTENSION OF CONTRACTUAL EXCLUSIONS AND LIMITATIONS TO TORT

- a) The defences, exclusions and limits of liability provided for in these conditions shall apply in any action against the Company whatsoever, howsoever arising, whether the action be founded in contract tort or otherwise.

7) QUOTATION AND ACCEPTANCE

- a) The Company's written quotation accepted by the Client in writing and/or additional quotations agreed verbally and confirmed to the Client by the Company in writing only, will be legally binding and form a contract between the Company and the Client.
- b) Any written quotation given by the Company shall be open for acceptance by the Client for a period of 30 days only after the date of quotation.
- c) Any written quotation given by the Company shall be construed as an offer by the Company to carry out the Treatment specified in quotation at the price quoted therein on these conditions.
- d) The Company reserves the right to substitute alternative materials and alternative methods of work and construction at its discretion and there will not be any adjustment to the price quoted and accepted unless in the circumstances where Item 10 clause (a) apply.

8) DELAY

- a) The Company's quotation is based on the price of labour and materials at the date of issue and on the assumption that the Client's acceptance will be made within 30 days of issue and the Treatment will be completed within a further 30 days after such acceptance. Should completion occur later than 30 days after acceptance due to any delay on the part of the Client in respect of:
 - i) Completing the Associated Building Works necessary to enable the Treatment to be commenced; and/or
 - ii) Providing access to the premises at which the Treatment to be carried out; and/or
 - iii) Causing, permitting or allowing any interruption in the carrying out of the Treatment other than such as may be caused by the Company's own default; the Company shall be entitled to raise an additional charge to cover any reasonable costs incurred by the Company as a result of the delay to the completion of the works.
- b) In addition:
 - i) The Company will complete the Treatment within a reasonable time of acceptance of its quotation by the Client.
 - ii) The Company will use its best endeavours to comply with any dates given by the Company or requested by the Client for completion of the carrying out of any part of the Treatment works. In the case of unforeseen circumstances beyond the reasonable control of the Company, the Company will notify the Client of any delays and confirm the approximate extension of time required to complete the works.

DECEMBER 2017

Registered Office: Unit 10, Progress Business Park, Progress Road, Leigh on Sea, Essex, SS9 5PR

Registered Number: 01042309

VAT No: 211612028

AGREEMENT TERMS AND CONDITIONS

Updated: 01/12/2017

PRESERVATION TREATMENTS

- iii) Due to the nature of the specialist Treatments and Associated Building Works carried out by the Company, delays may arise and as explained in Section (ii) above, the work may take longer than anticipated and consequently time will not be essential to the agreement.
- iv) The Client shall not be entitled to terminate this contract on the grounds of delay in performance by the Company without first giving the Company 30 days' notice in writing of his/her/their/intention to do so and thereafter allow reasonable period for the Company to complete the Treatment.
- v) The Company will not be liable for any costs or damages unless the Company is given the opportunity to mitigate any losses howsoever rising.

9) PAYMENT

- a) The Company may at its discretion require the Client to make an initial deposit payment of up to 50% of the total price in advance of the commencement of the works. The Company shall not be contractually bound to commence the works until it has received these cleared funds from the Client.
- b) THE COMPANY IS ENTITLED TO RAISE INTERIM INVOICES TO COVER WORKS ALREADY CARRIED OUT UNLESS SPECIAL PAYMENT TERMS ARE AGREED PRIOR TO ENTERING INTO AN AGREEMENT.
- c) In the event of the Client's bankruptcy, liquidation or the appointment of a Receiver or Administrator, or the Client making any composition with his/her/their/its creditors:
 - i) The full price of Treatment shall become immediately due and payable to release any Guarantees.
 - ii) The Company shall be entitled to suspend further work until payment in full has been made by or on behalf of the Client.
- d) The Company reserves the right to suspend any work or terminate the contract if the Client fails to meet his/her/their obligations, without a justified reason, under the terms of the agreement. Such action by the Company shall not constitute a breach of contract.
- e) Interest shall be payable by the Client on all payments after the due date at the rate of 1.2% per month or part thereof.
- f) In the event the Client fails to undertake any of the obligations as set out in the report and the Client's Guide and Responsibilities the Company reserves the right to make a charge for any reasonable costs incurred.
- g) The Client has 7 days to dispute or otherwise pay an invoice. Should the Client fail to pay an instalment invoice, the Company may advise him/her/them by letter that it will cease work without further obligation. In the event, the Client will be deemed to be entirely satisfied with the performance of the Company and to accept full responsibility for the site and to indemnify the Company against any claims or actions arising, including but not limited to the balance of the agreed price, together with any interest payable under this agreement and costs incurred through the default of the Client.

10) POSSIBLE ADDITIONAL COSTS

- a) The Company's quotation is provided in good faith and is based on the Company's genuine opinion of the likely extent of the Treatment necessary at the date of inspection. However, it is not always possible to forecast the precise extent of necessary Treatment until affected timbers and/or areas of damp have been fully exposed and, once this has been done, it may be necessary (and the Company reserves the right) to submit an additional written report/quotation in respect of the extra work limited to those which are unavoidable as a result of newly discovered defects. If in doubt, the Company strongly suggests that the Client instruct their own Surveyor/Expert prior to accepting the Company's explanation and/or additional costs/quotation.
- b) In the event of an additional quotation being submitted under (a) above and not accepted by the Client, the Guarantee will not apply to any:
 - i) infestation by wood-boring beetles;
 - ii) attack by wood-rotting fungi;
 - iii) rising damp, arising directly or indirectly out of the Client's failure to have carried out the further works specified in the additional quotation.
- c) Any works required by the District Surveyor, Local Authority or any other third party not specifically in the Company's quotation, may be charged by the Company as an extra to the quoted price.
- d) The Company shall be entitled to raise an additional charge in respect of any visits by the Company's workmen to the premises during which the Company's workmen are for any reason (other than the Company's own negligence or wilful default), unable to gain access to the premises or otherwise prevented from or hindered or delayed in the execution of the Treatment intended to be carried out during such a visit.
- e) The Company shall be entitled to raise an additional charge where extra work is carried out by the Company.
- f) In the unlikely event that asbestos is found during the hacking off/plaster removal process, our technicians will be required to stop works immediately and leave the property. At this point it is the client's responsibility to contact an ARCA approved Asbestos specialist (www.arca.org.uk) to arrange the testing and if/where necessary the removal of this product. These works will be carried out under separate contract and cost to yourselves.

11) RETENTION OF TITLE

- a) Any goods or materials delivered by the Company to the Client shall remain the sole and absolute property of the Company until such a time as the Client shall have paid to the Company in full the total contract price.
- b) The Company's ownership of such goods or materials shall not be affected by partial or complete use of such goods or materials.
- c) The Company will take legal action against the Client if the Client does not allow the Company access to the premises to enable it to collect material that has not been purchased by the Client or paid for in full.
- d) The Client is not entitled to sell or pass goods to any other party whilst the same remain property of the Company.

12) PARAMOUNTCY OF THESE CONDITIONS

- a) The agreement between the Client and the Company will be bound by these conditions, the Company's report and quotation, the Client's acceptance, the Guarantee and the Company's current leaflets. If you require any changes, please ask for these to be put in writing so that there will not be any misunderstanding of the agreements by either party at a later date. Please note that neither the Company nor you may alter the terms without the agreement of the other.
- b) Once the Company has carried out all of its obligations under this agreement and the contract is concluded, any previous warranties and agreements for the same service will be superseded by this agreement.
- c) All amendments to the agreement will only be valid if the Company confirms in writing and, in the case of any amendments to these conditions, only if it is confirmed in writing by a Director of the Company.

13) CHOICE OF LAW/CONDITIONS TO BE READ SUBJECT TO ANY APPLICABLE LEGISLATION

- a) This agreement is subject to the Law of England and Wales.
- b) If any part of these conditions shall be found to be invalid or unlawfully by reason of legislation or rule of law or otherwise that part, and that part only, of these conditions shall be rendered void/unenforceable.
- c) A person who is not a party to this agreement shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.

14) NOTICE OF RIGHT TO CANCEL (EXCLUDING BUSINESSES)

- a) If you wish to cancel the contract you must do so in writing within 7 days from the date of accepting the quotation. The Company will either retain from the deposit paid or charge a reasonable administration fee and any other costs incurred by the Company.
- b) Under any circumstances whatsoever, if a Business or Partnership wish to cancel the contract at any time, the Business or Partnership will be liable to pay the Company loss of profit together with any and all Company costs incurred by the Company.

15) DISPUTE

- a) In the event of a dispute between the Company and the Client, the company will refer the dispute to an independent arbitrator to be appointed by the PCA, formerly the BWPDA. The findings of the arbitrator will be binding upon both the Company and the Client. This clause shall cease to have any effect once legal proceedings are commenced by either party.

DECEMBER 2017

Registered Office: Unit 10, Progress Business Park, Progress Road, Leigh on Sea, Essex, SS9 5PR

Registered Number: 01042309

VAT No: 211612028