



By Appointment
to Her Majesty Queen Elizabeth II
Damp Proofing and Timber Treatment Specialists
ProTen Services Ltd. Bath

ProTen 
Services

TERMS AND CONDITIONS

Please read carefully

1. DEFINITIONS

The following expressions shall have the following meanings:

- The Company means ProTen Services Limited, its servants, agents and subcontractors. The "Client" means any person entering into an agreement with the Company.
- The Treatment means the timber treatment, damp proofing or other treatment which the Company agrees to carry out as specified in the Company's quotation accepted by the Client.
- "Associated Building Works/Other Works" means the work which will be carried out either by the Company, if included within it's Report or the Client as specified in the Company's Report and/or in the Client's Guide and responsibilities and/or on the replastering and Rendering specification.
- 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:

- To carry out the Treatment
- To locate and identify the extent of the Treatment necessary
- Specify any Associated other works necessary
- Upon completion of the Treatment, and the full price of the contract is paid 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

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. LIMITATION OF LIABILITY

- The Company accepts liability as set out in the Guarantee for any failure of the Treatment.
- The Company accepts no liability in any circumstance for:
 - 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,
 - 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,
 - 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,
 - 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 where such loss is not due to it's 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.
 - 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.

- any defects due to the 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.
- any loss or damage howsoever arising which the Company was unable to prevent through the exercise of reasonable care.

5. TIME LIMIT ON CLAIMS AND ACTIONS

- Any claim under the Guarantee shall be made within three months from the date the defect was first detected by the client.
- 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

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

- The Company's written quotations 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.
- Any written quotation given by the Company shall be open for acceptance by the Client for a period of 28 days only after the date of the quotation.
- Any written quotation given by the Company shall be construed as an offer by the Company to carry out the Treatment specified in the quotation at the price quoted therein on these conditions.

8. DELAY

- 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 28 days of issue and the Treatment will be completed within a further 28 days after such acceptance. Should completion occur later than 28 days after acceptance due to any delay on the part of the Client in respect of:
 - completing the Associated Building Works necessary to enable the Treatment to be commenced and/or completed,
 - and/or
 - providing access to the premises at which the treatment is to be carried out, and/or
 - 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.
- The Company will complete the Treatment within a reasonable time of acceptance of its quotation by the Client.
 - 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.
 - 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.**