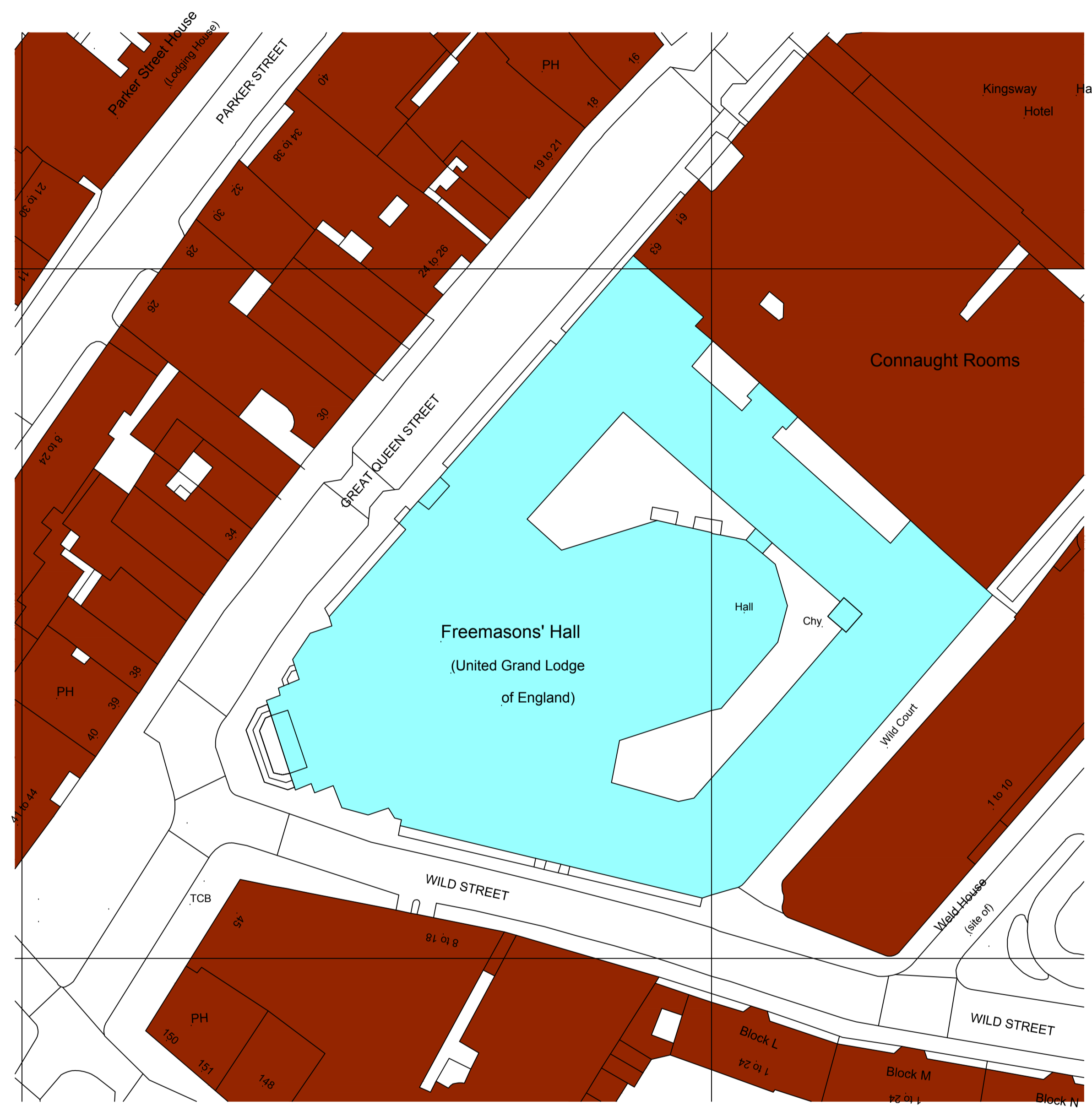


Annex III: Existing and Proposed Plans

Site Location



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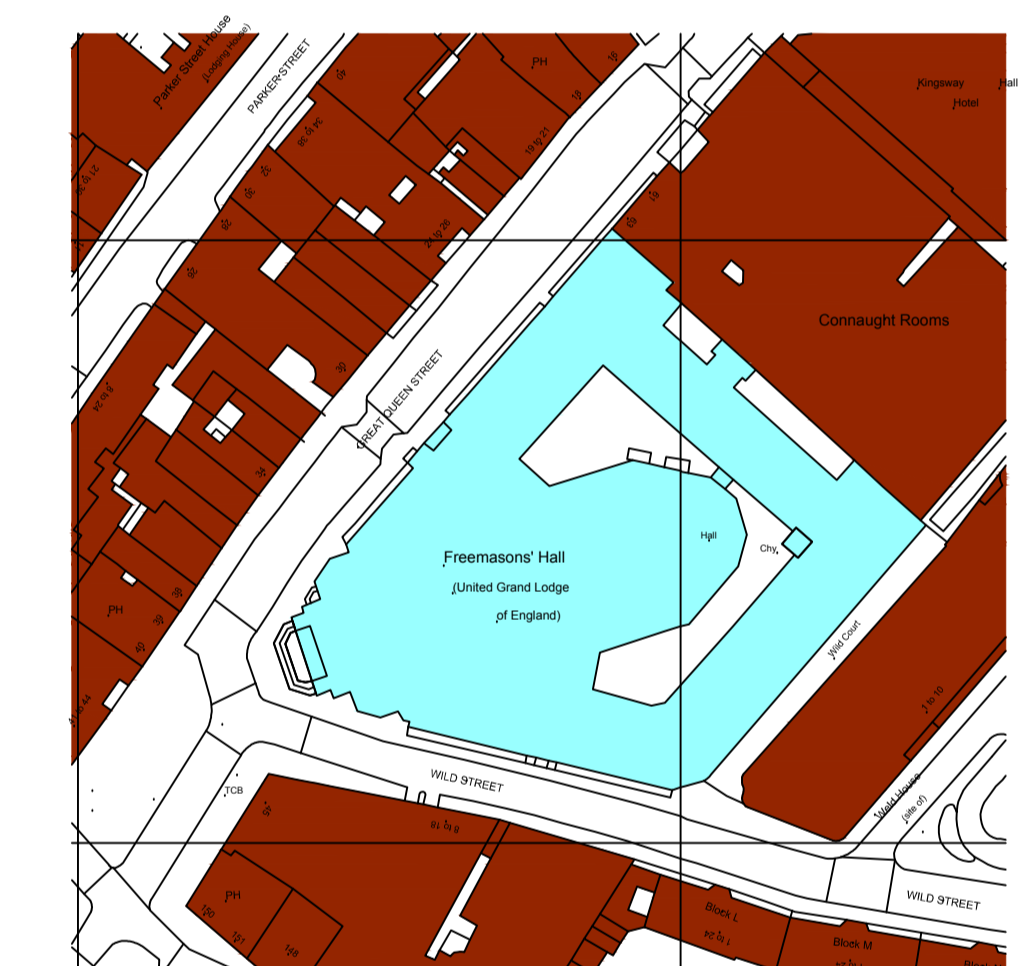
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Scale 1:500

181300m

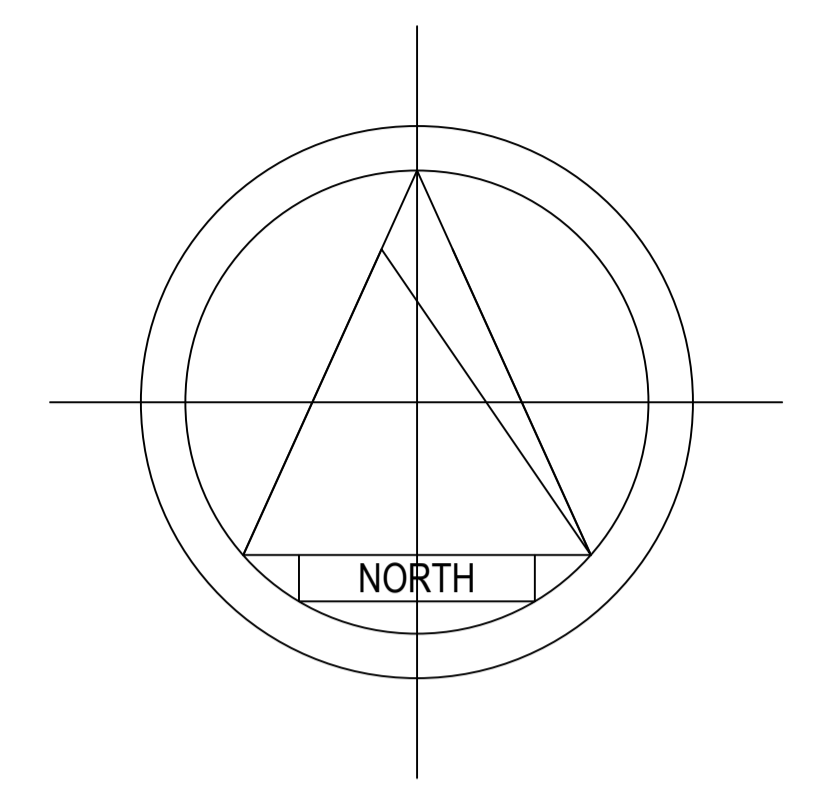
181200m



530400m 530500m

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Scale 1:1250



revisions	date	no.

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 E-mail: abbottassociates@btconnect.com

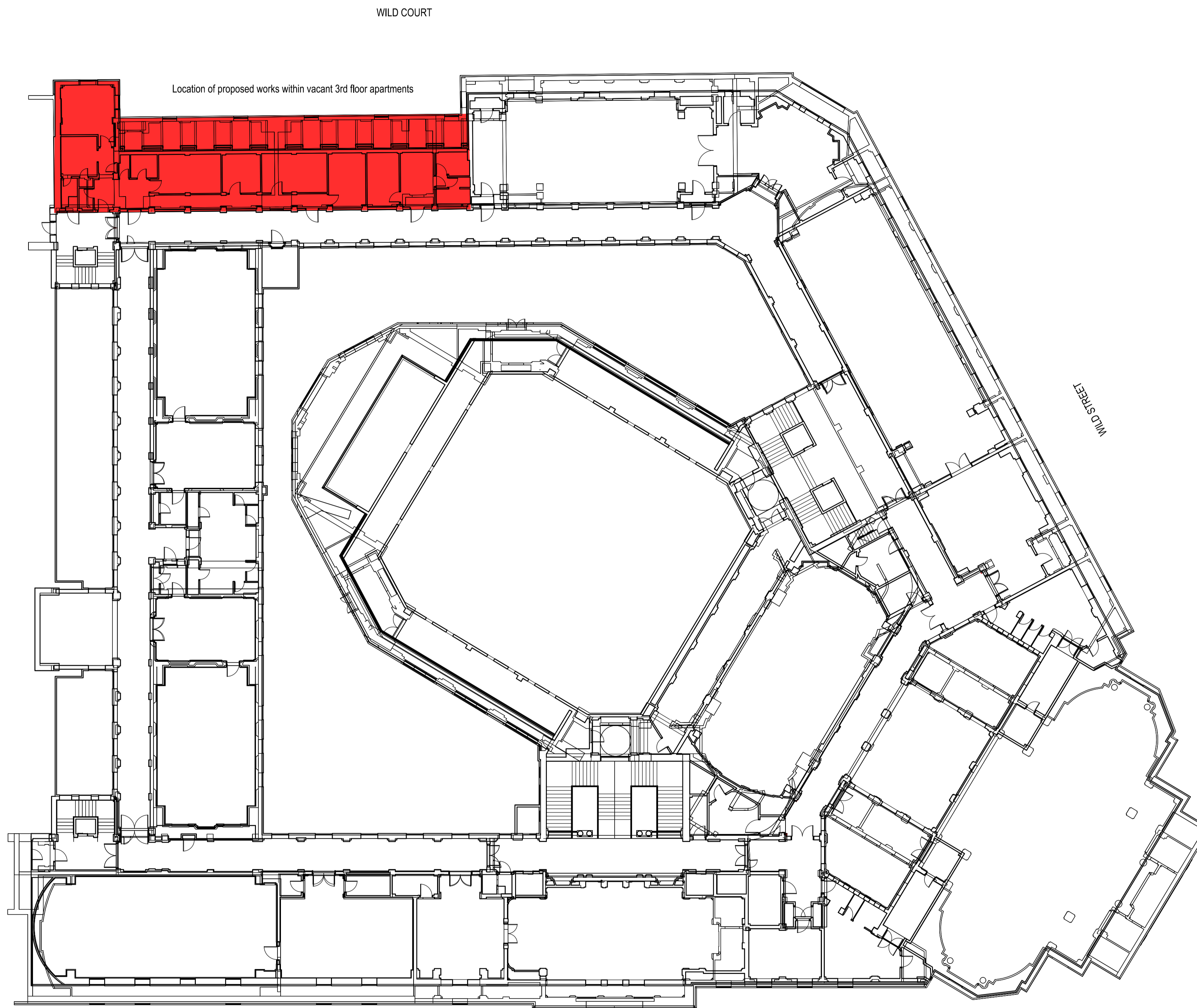
job title
 Freemasons' Hall
 Great Queen Street
 London
 WC2B 5AZ

dwg title
 Site plan.

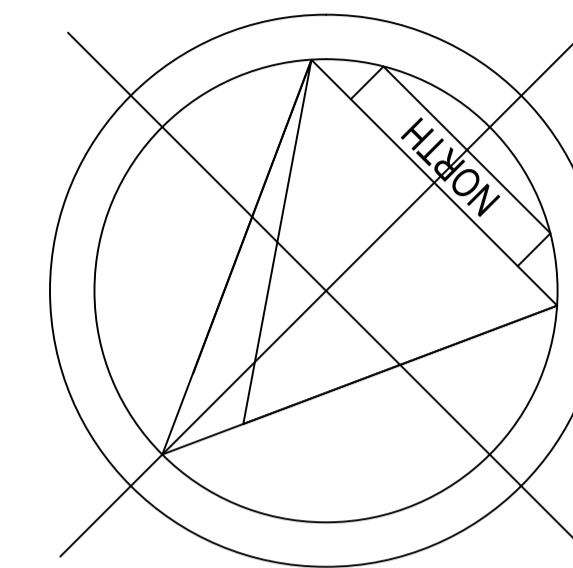
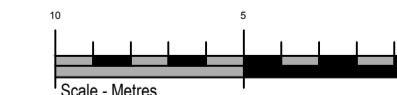
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dwg no	date	drawn
1042.01	May 2017	PA

Third Floor Apartment



THIRD FLOOR PLAN



revisions	date	no.

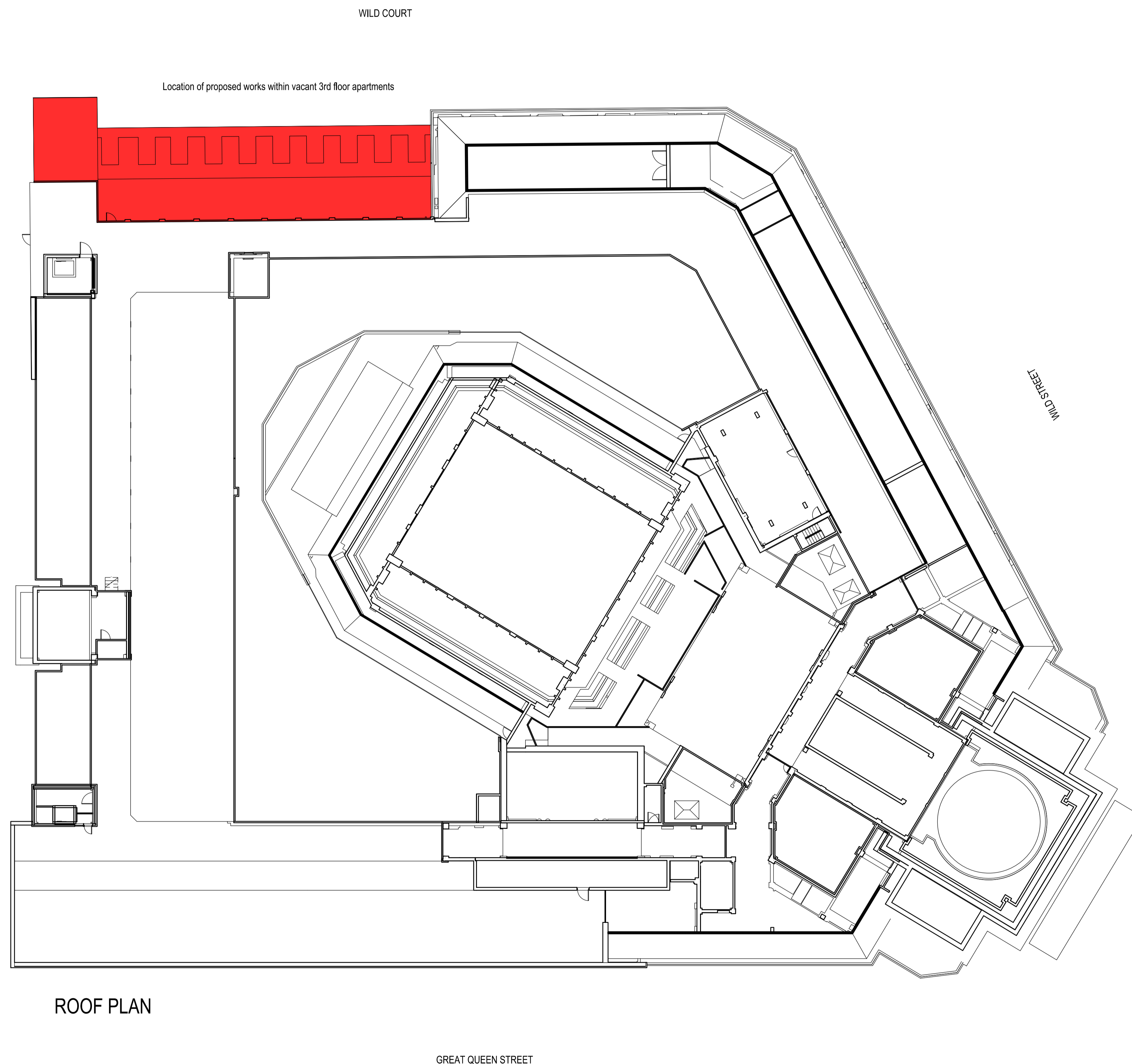
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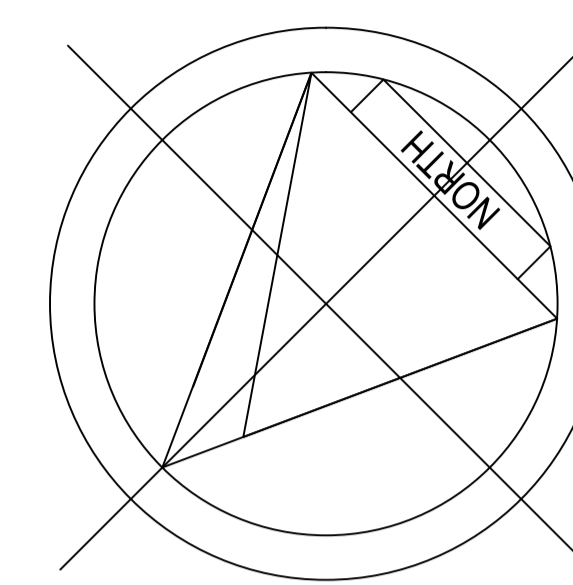
dwg title
 Third floor plan of Freemasons' Hall
 General arrangement drawing

scales
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dwg no 1042.03	date May 2017	drawn PA
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ROOF PLAN



revisions	date	no.

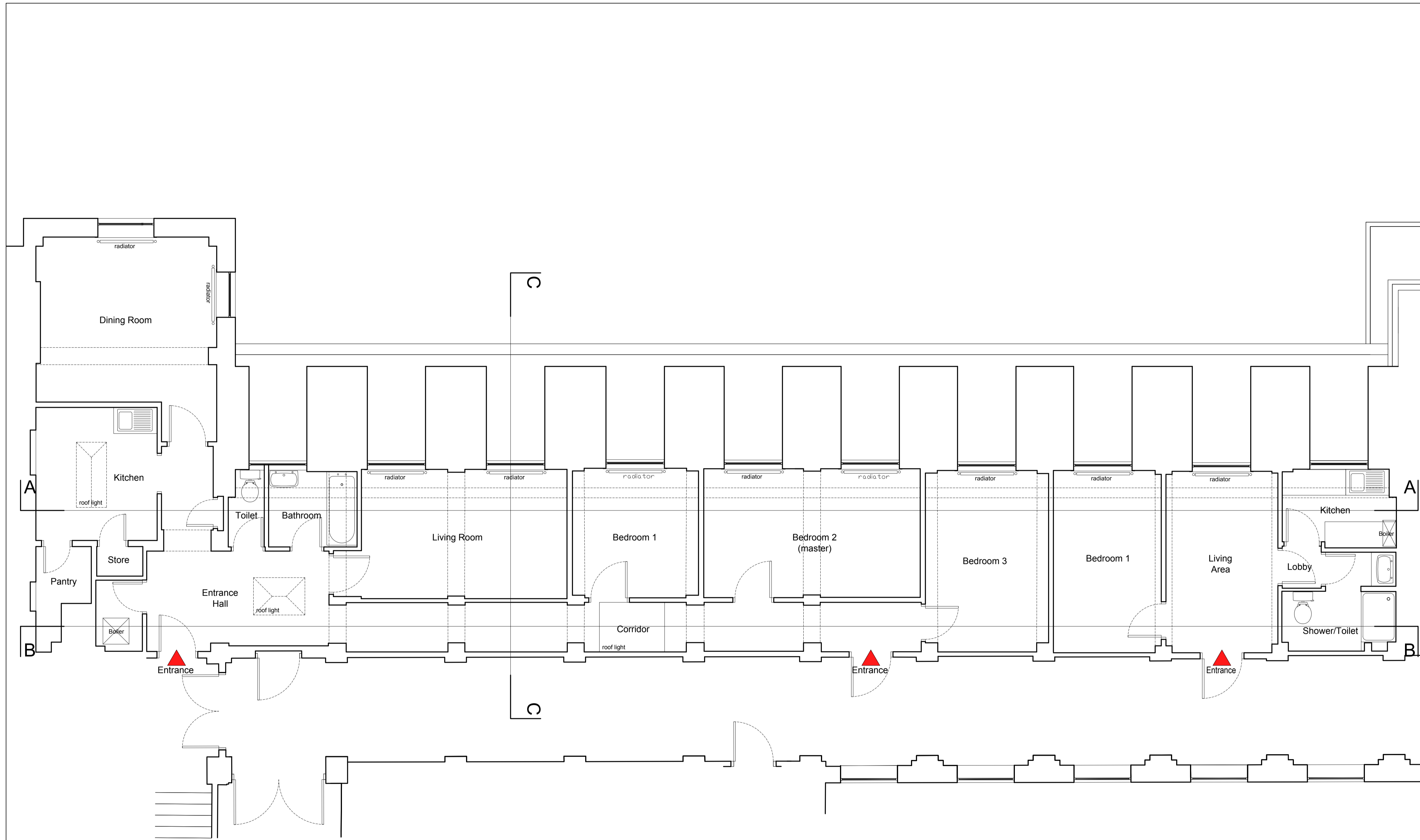
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 E-mail: abbottassociates@btconnect.com

job title
 Freemasons' Hall
 Great Queen Street
 London
 WC2B 5AZ

dwg title
 Roof plan of Freemasons' Hall
 General arrangement drawing

scales
 1:200 at A1

dwg no 1042.04	date May 2017	drawn PA
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PARTIAL 3RD FLOOR PLAN AS EXISTING

revisions	date	no.

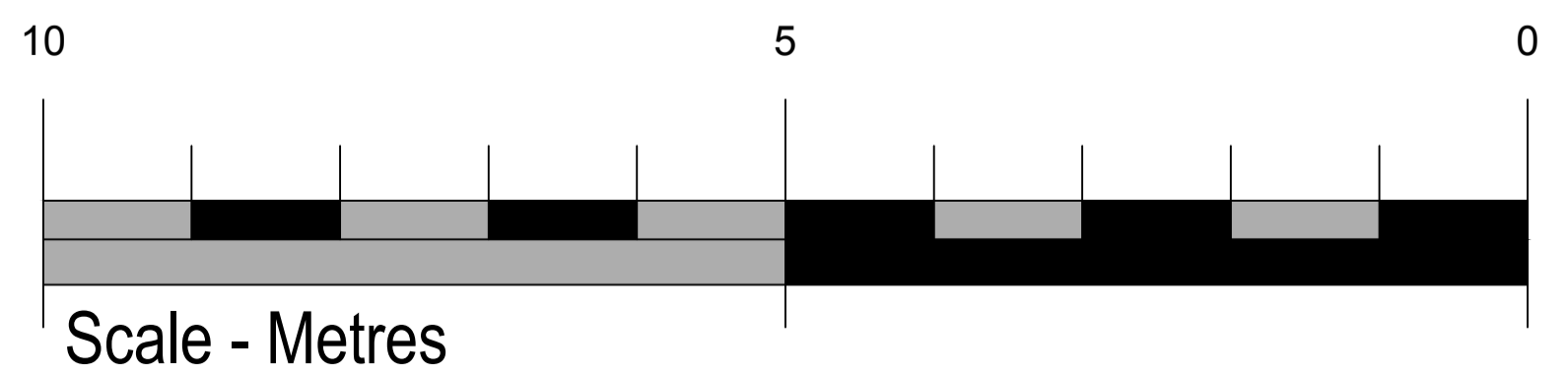
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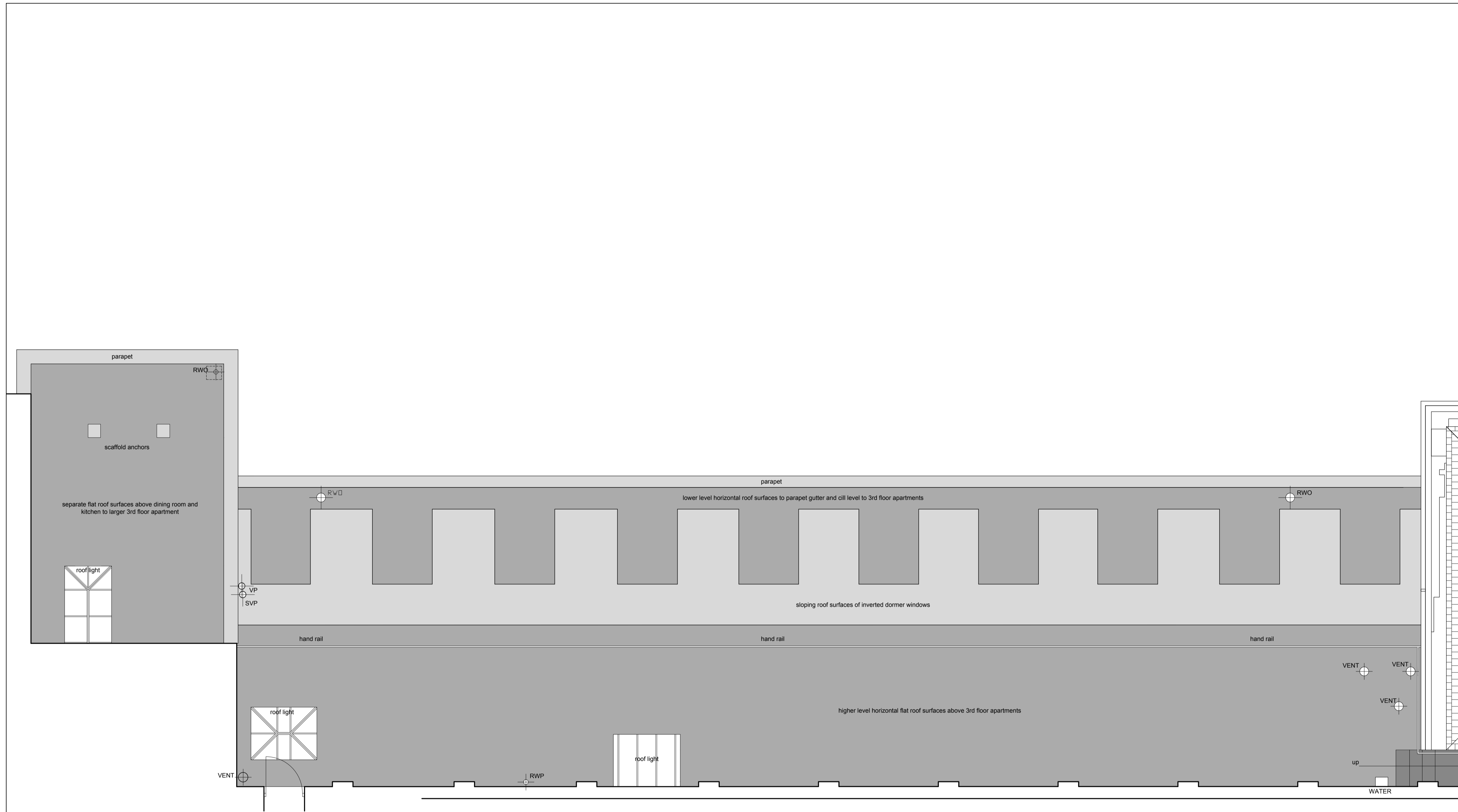
job title
 Freemasons' Hall
 Great Queen Street
 London
 WC2B 5AZ

dwg title
 Third floor plan of vacant apartments as existing.

scales
 1:50 at A1

dwg no 1042.05	date May 2017	drawn PA
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ROOF PLAN OVER 3RD FLOOR APARTMENTS AS EXISTING

revisions	date	no.

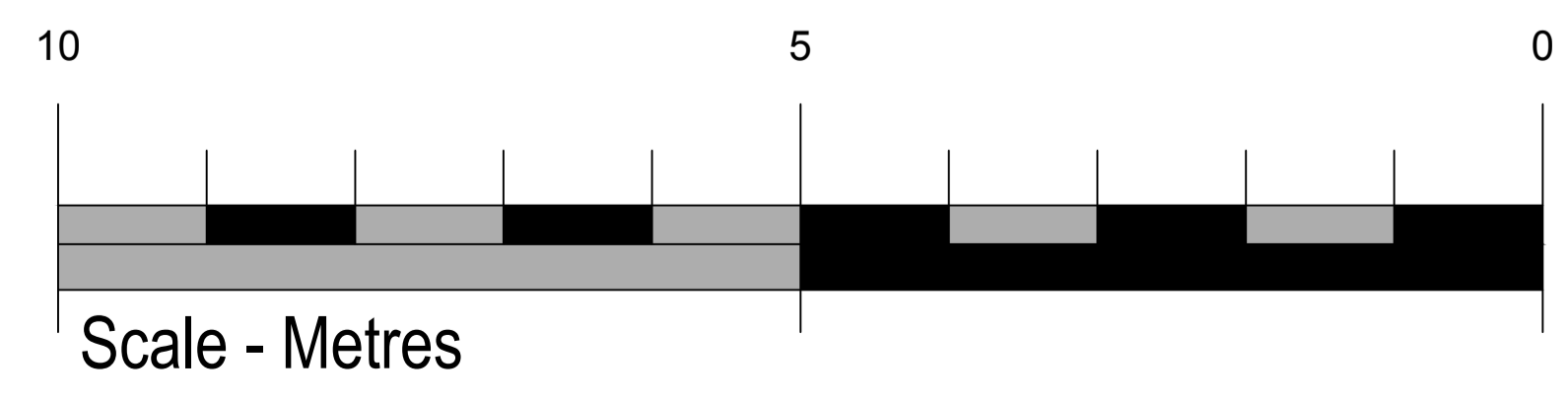
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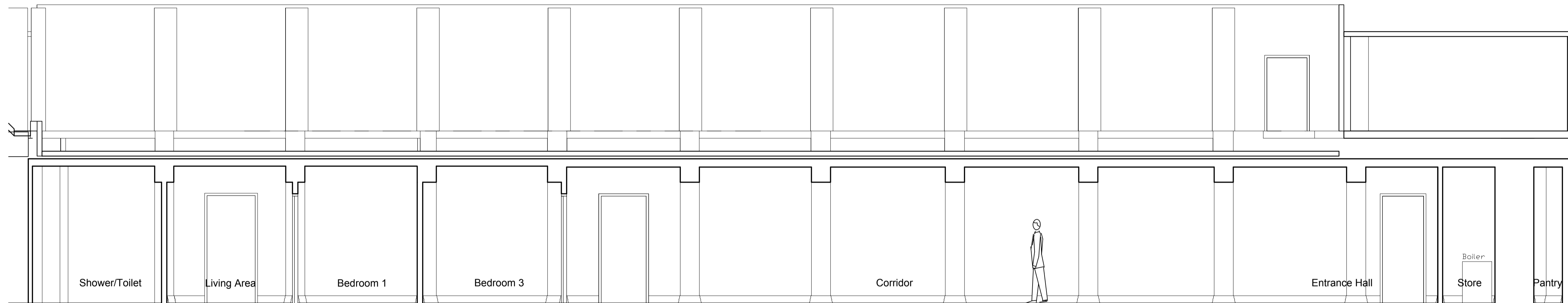
job title
 Freemasons' Hall
 Great Queen Street
 London
 WC2B 5AZ

dwg title
 Roof plan above vacant third floor
 apartments as existing.

scales
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dwg no 1042.06	date May 2017	drawn PA
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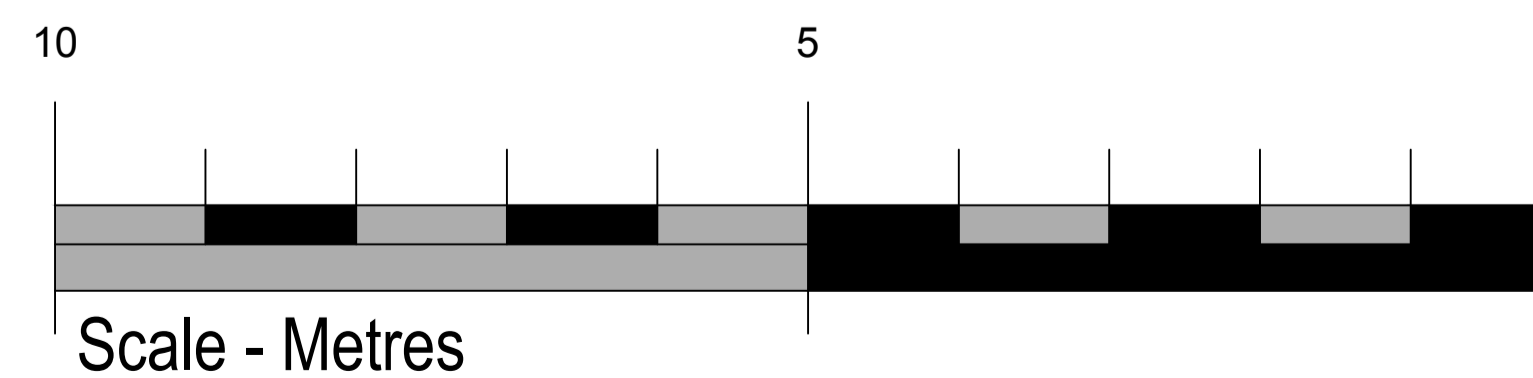




SECTION BB - LONGITUDINAL SECTION AS EXISTING



SECTION AA - LONGITUDINAL SECTION AS EXISTING



revisions	date	no.

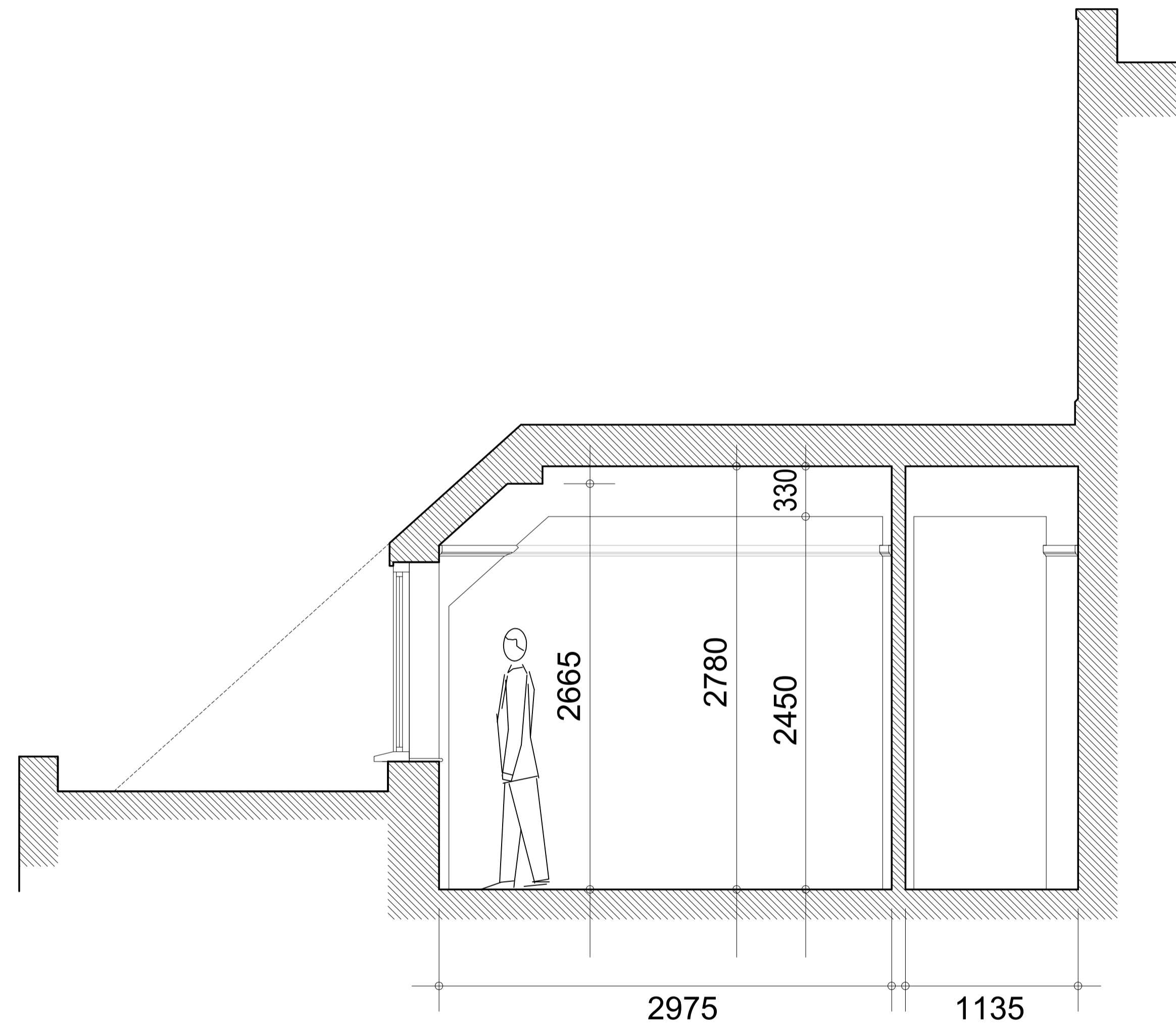
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job title
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Great Queen Street
London
WC2B 5AZ

dwg title
 Longitudinal sections AA and BB as existing.

scales
 1:50 at A1

dwg no 1042.07	date May 2017	drawn PA
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SECTION CC - CROSS SECTION AS EXISTING



Scale Bar - Metres

revisions	date	no.

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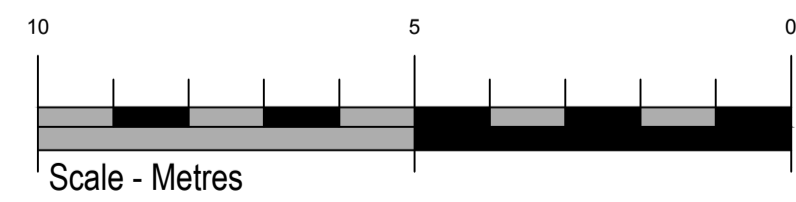
dwg title
 Cross section CC as existing.

scales
 1:25 at A1

dwg no 1042.08	date May 2017	drawn PA
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Elevation E as existing - Wild Court



revisions	date	no.

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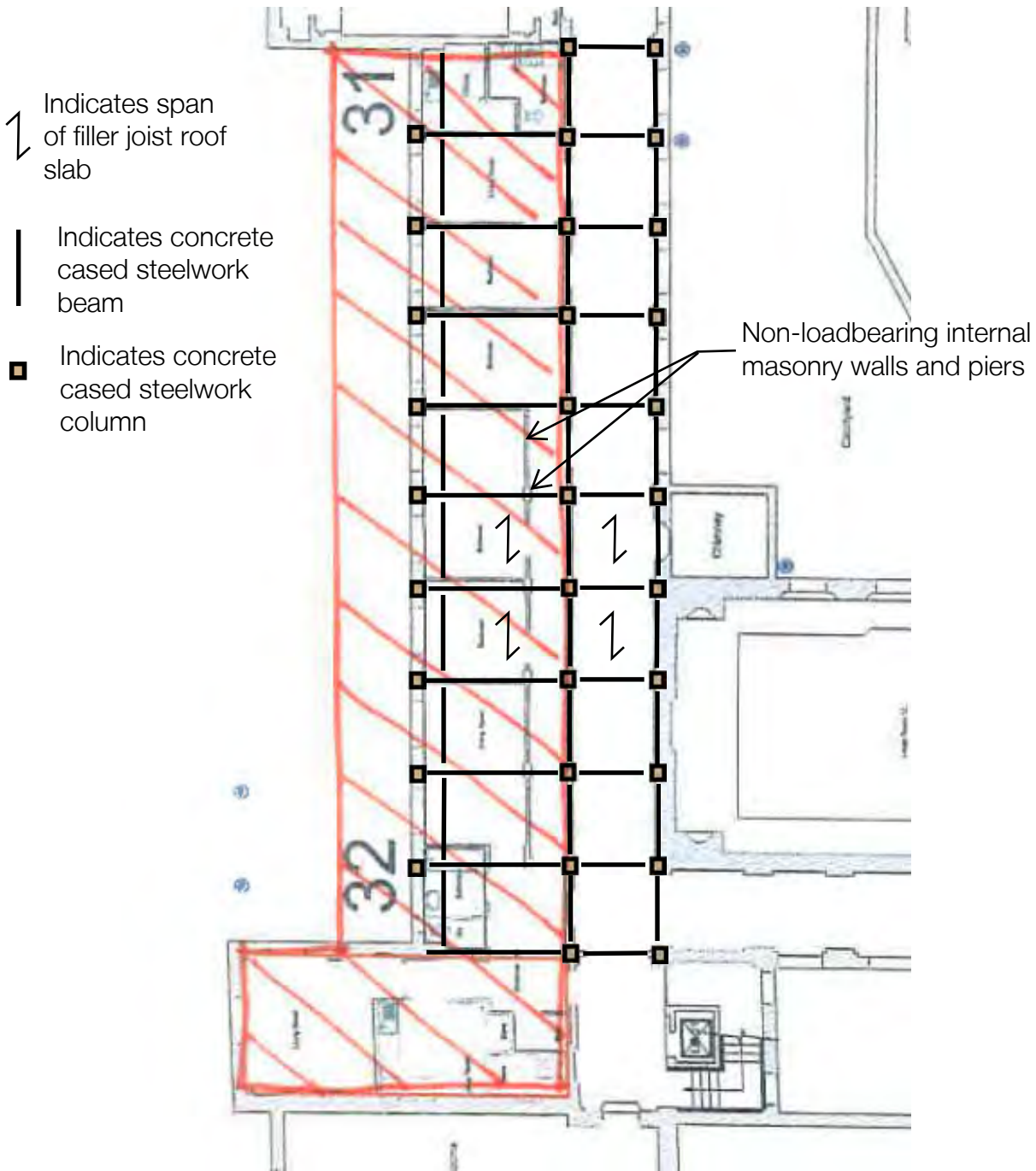
dwg title
 Wild Court elevation as existing.

scales
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dwg no 1042.09	date May 2017	drawn PA
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Job No 24074	Page SK2	Rev 1
Date 04/15	Eng JH	Chd
Job Freemason's Hall, Third Floor		


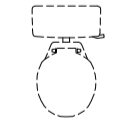
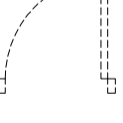
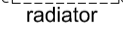
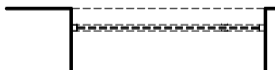
THIRD FLOOR MANSARD ROOF STRUCTURE

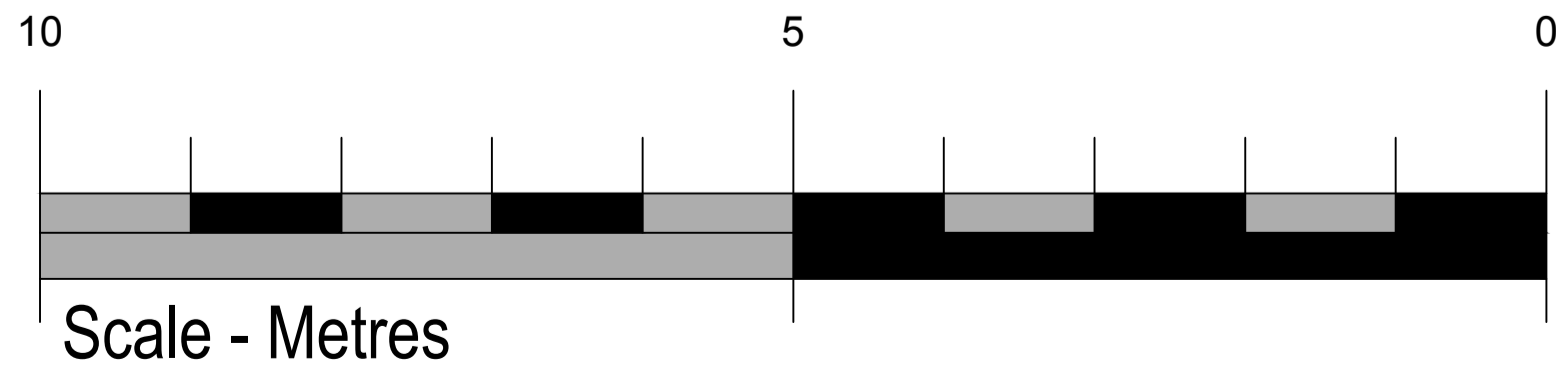




GENERAL BUILDERS DEMOLITION DRAWING

DEMOLITION LEGEND

-  Existing internal non load bearing walls to be removed.
-  Existing sanitary ware/kitchen fittings to be removed.
-  Existing internal panelled doors and frames to be removed and set aside for reuse.
-  Existing panelled radiators, pipework and boilers to be removed.
-  Existing modern windows to be removed.



revisions	date	no.

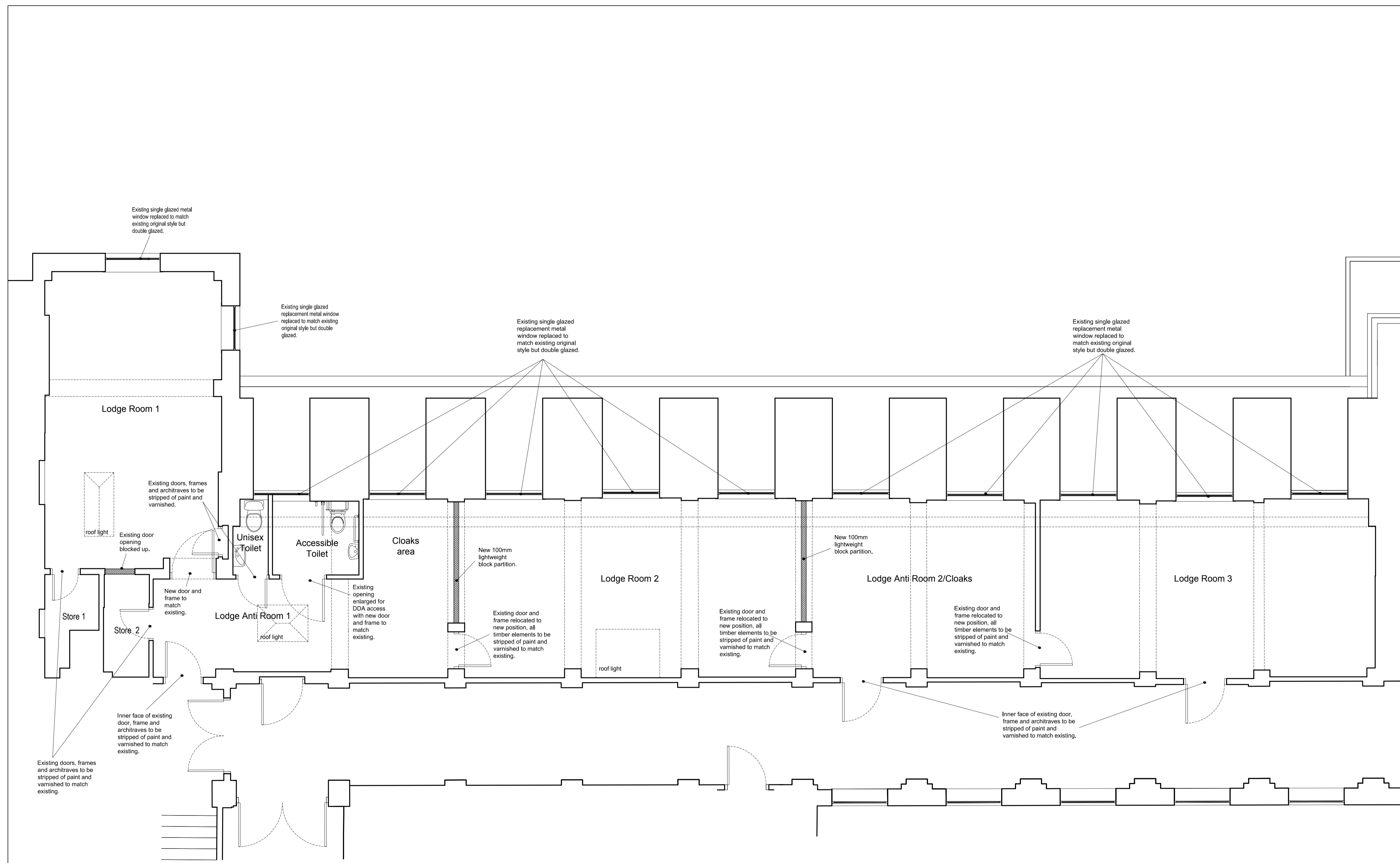
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job title
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Great Queen Street
London
WC2B 5AZ

dwg title
Third floor plan of vacant apartments
showing demolition works.

scales
1:50 at A1

dwg no 1042.10	date May 2017	drawn PA
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GENERAL BUILDERS WORK ARRANGEMENT DRAWING

revisions	date	no.

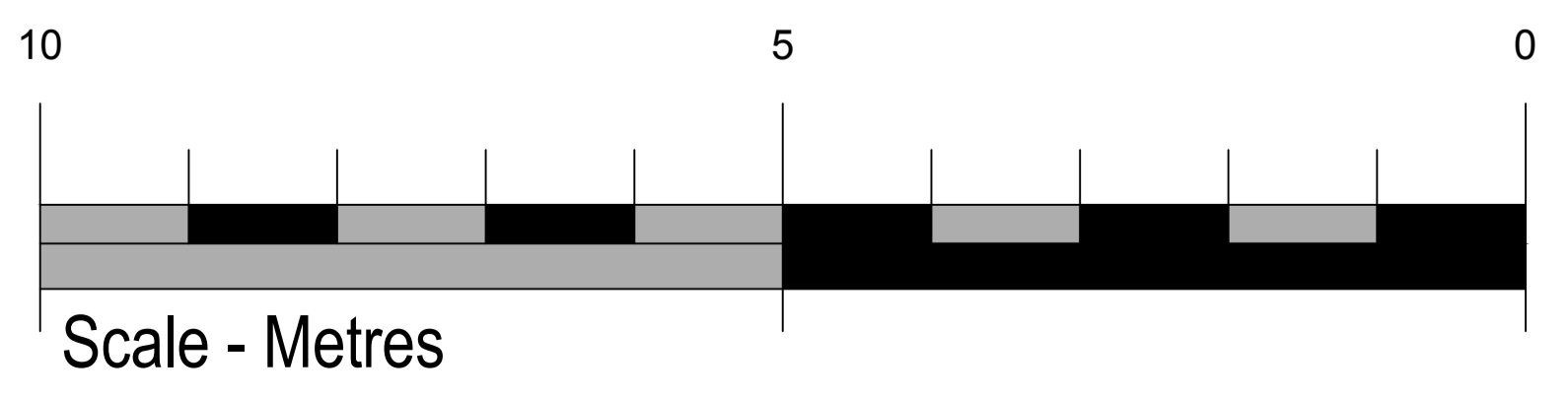
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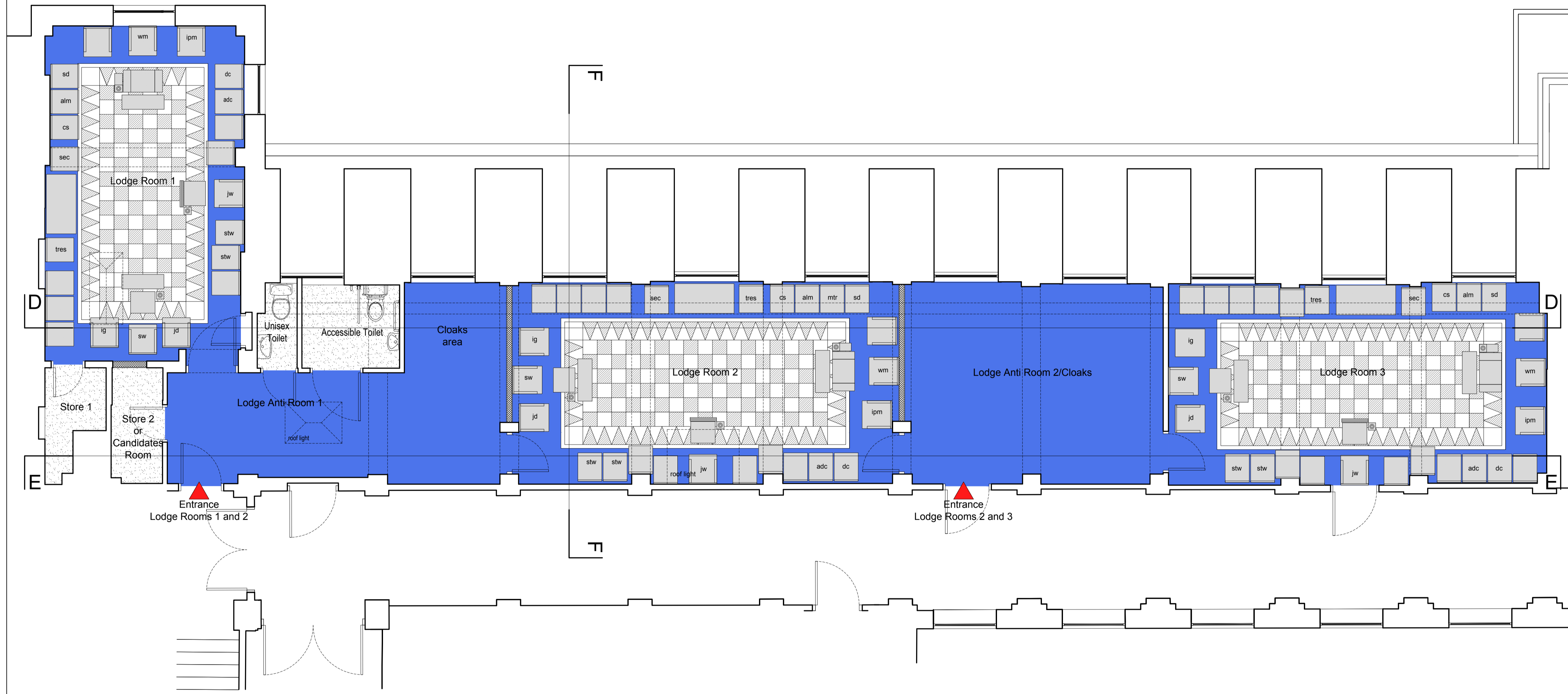
job title
 Freemasons' Hall
 Great Queen Street
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dwg title
 Third floor plan of vacant apartments
 showing general builders work
 arrangements.

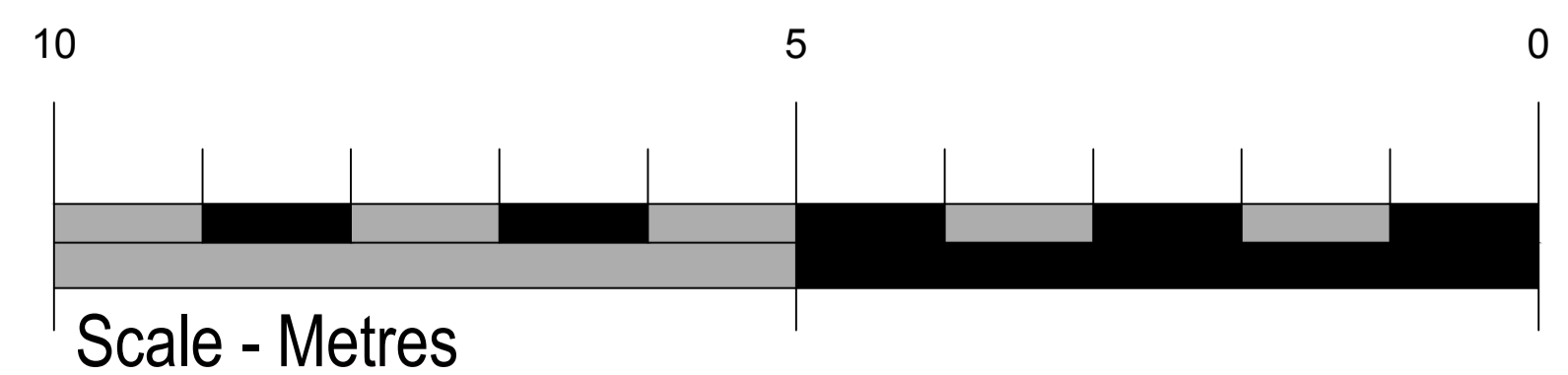
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dwg no 1042.11	date May 2017	drawn PA
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FLOOR COVERINGS AND FURNITURE LAYOUT



revisions	date	no.

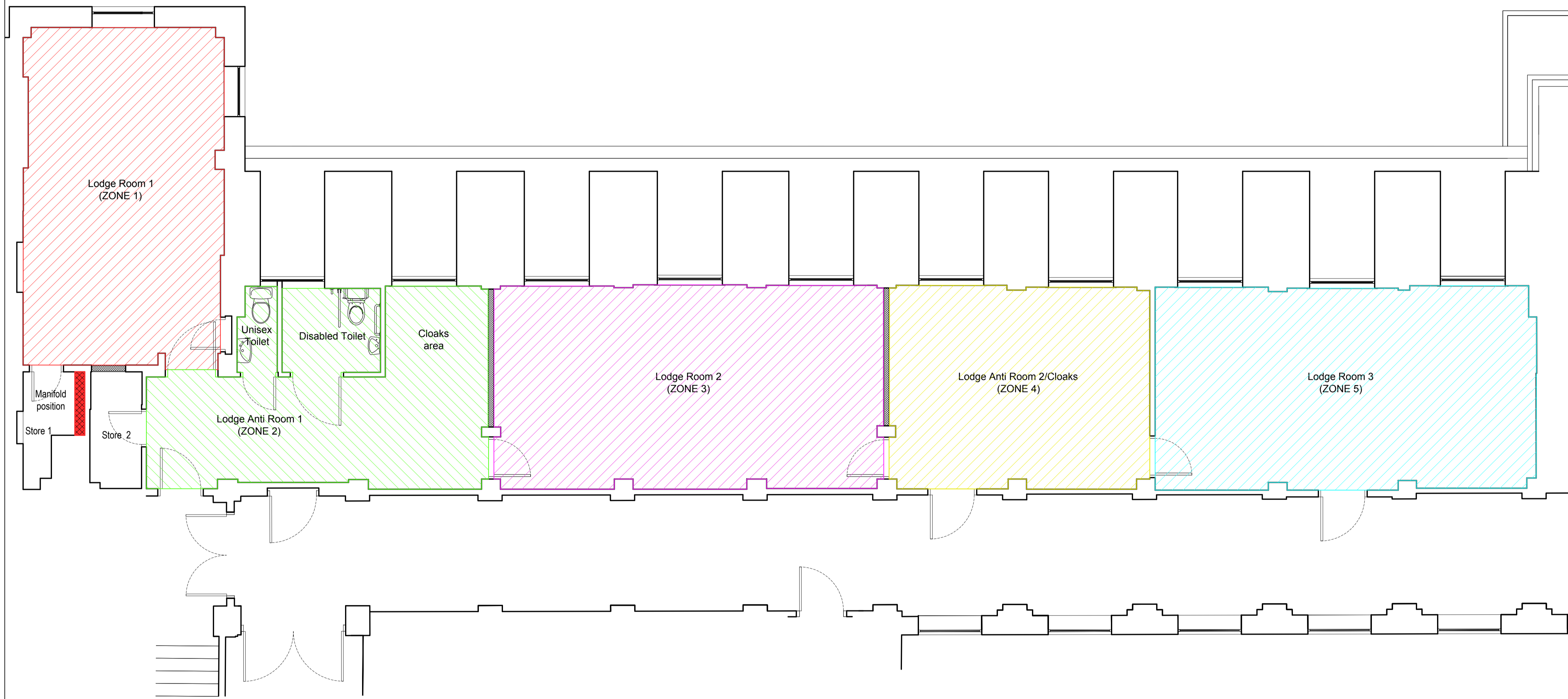
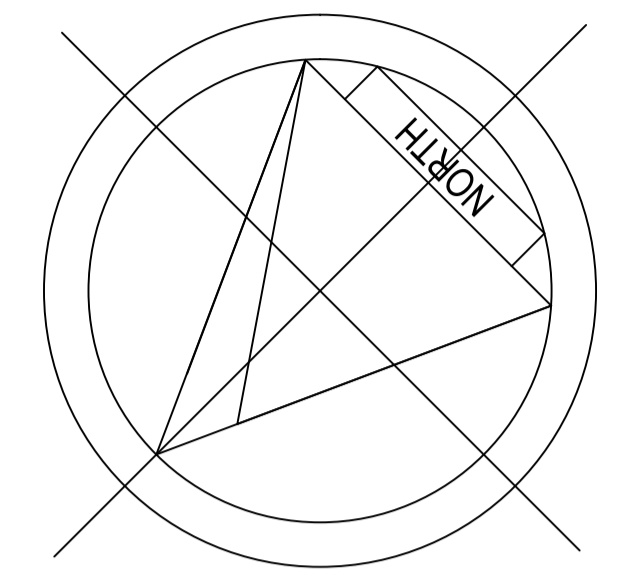
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job title
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dwg title
 Third floor plan of vacant apartments
 showing general room layouts, floor
 coverings and furniture layouts.

scales
 1:50 at A1

dwg no 1042.12	date May 2017	drawn PA
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UNDERFLOOR HEATING ARRANGEMENT DRAWING

revisions	date	no.

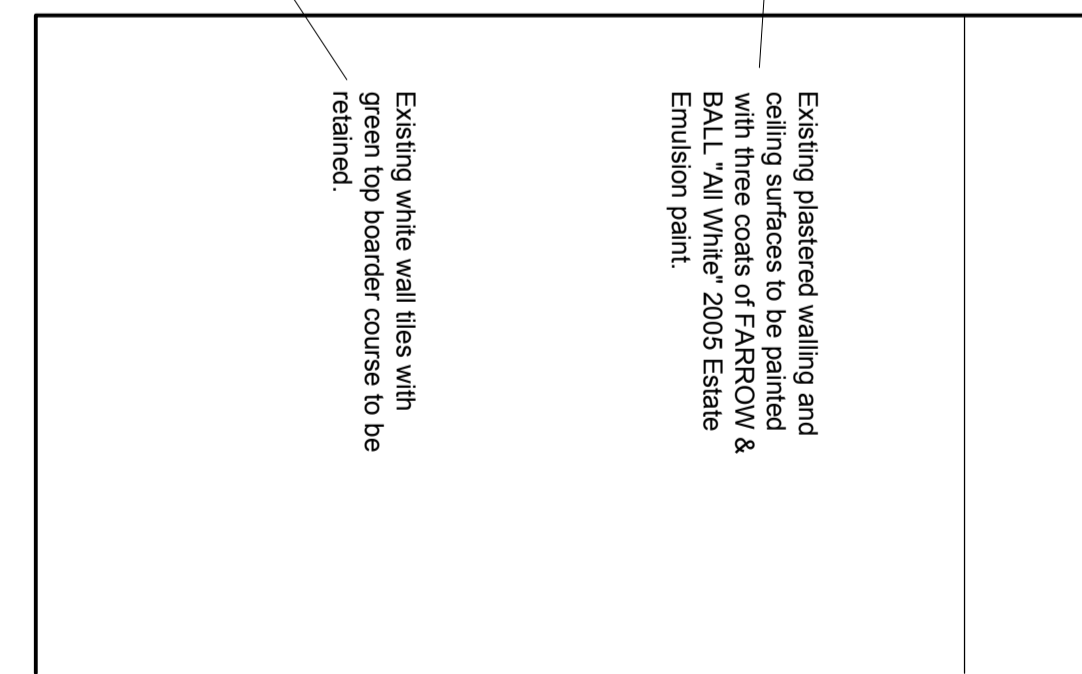
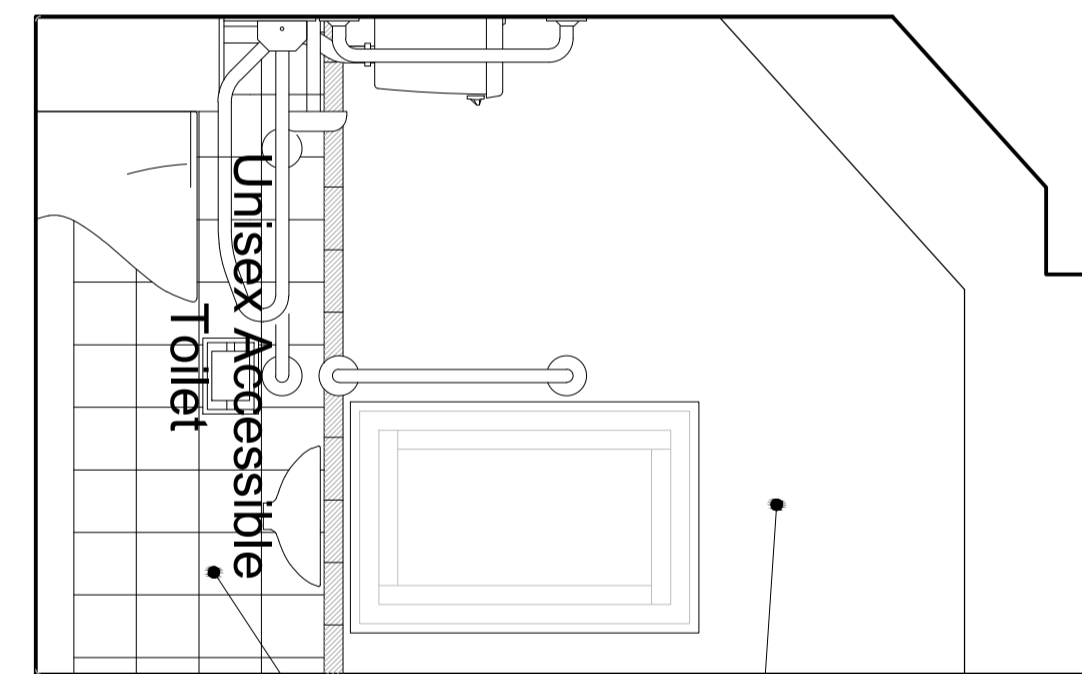
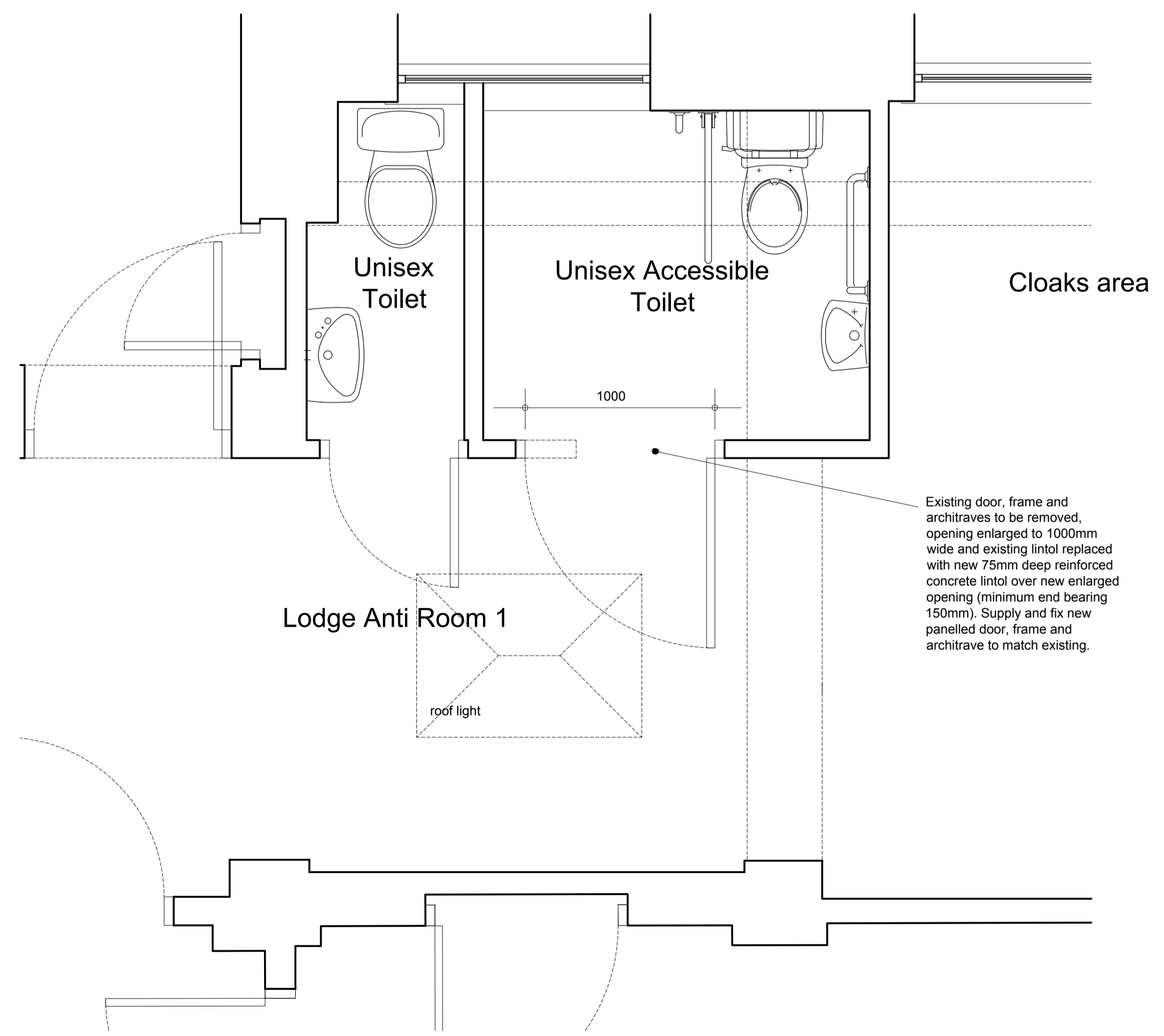
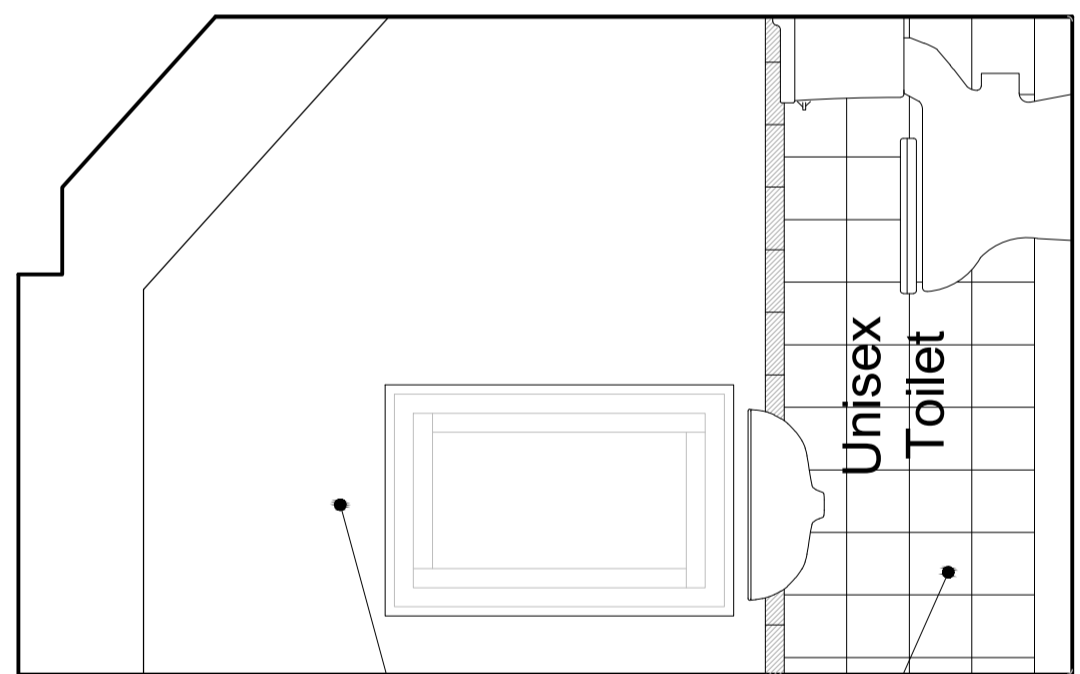
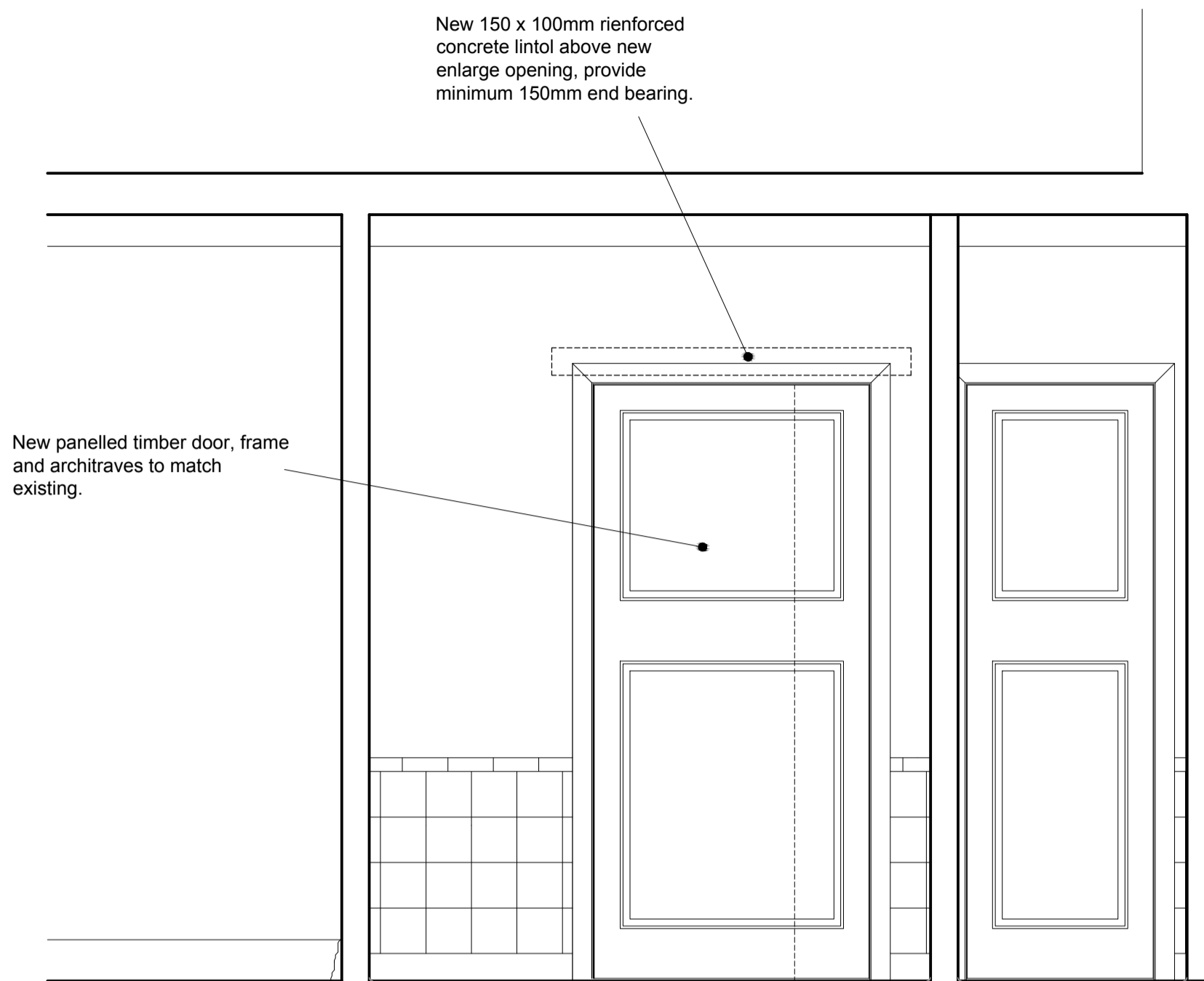
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job title
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dwg title
 Third floor plan of proposed Lodge Room
 underfloor heating zones.

scales
 1:50 at A1

dwg no	date	drawn
1042.21	May 2017	PA



revisions	date	no.

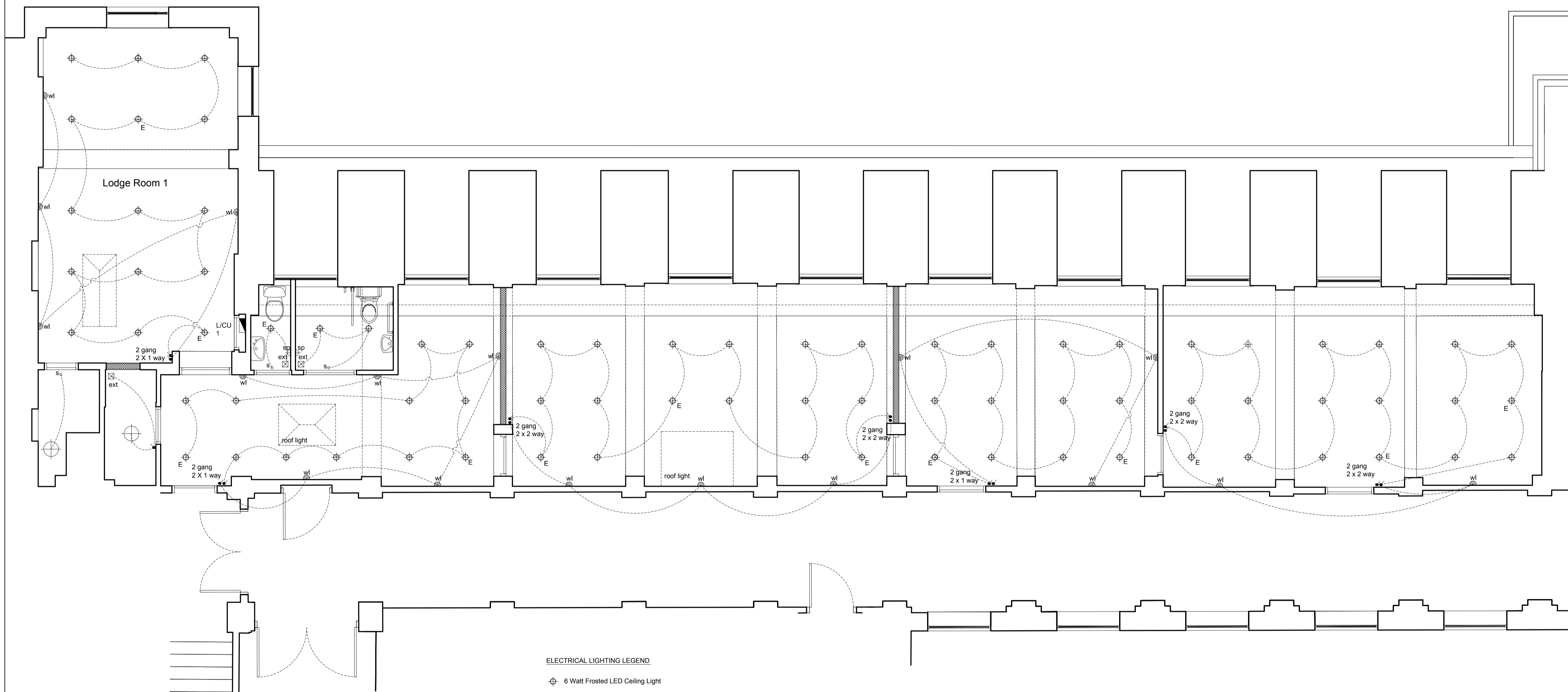
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job title
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WC2B 5AZ

dwg title
Plan and room elevations of unisex toilet and accessible toilet.

scales
1:20 at A1

dwg no 1042.22	date July 2017	drawn PA
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SCHEMATIC ELECTRICAL LIGHTING LAYOUT

ELECTRICAL LIGHTING LEGEND

- ⊕ 6 Watt Frosted LED Ceiling Light
- ⊕ E Emergency maintained 6 Watt Frosted LED Ceiling Light
- L/CU 10 way consumer unit (lighting)
- 1 gang 1 way Single gang, 1 way light switch
- 1 gang 2 way Single gang, 2 way light switch
- so PIR sensor
- SP Switched fused spur
- ext 100mm dia ceiling mounted extractor fan ducted vertically to outside through roof structure.
- wl Bronze Astro Versailles 250 Wall Light
- ⊕ Bronze Finish Art Deco Style 2 Light Flush Fitting

revisions	date	no.

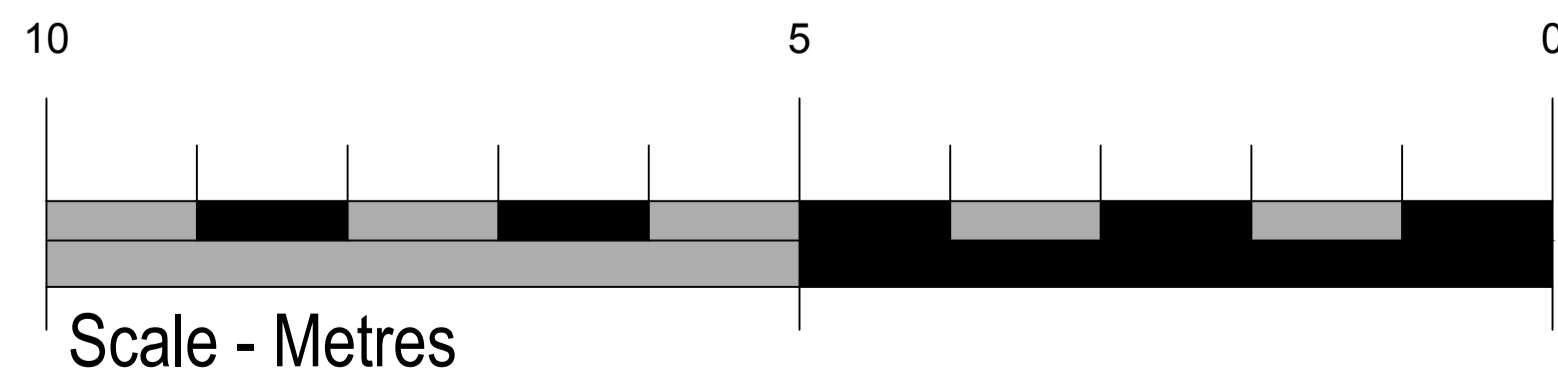
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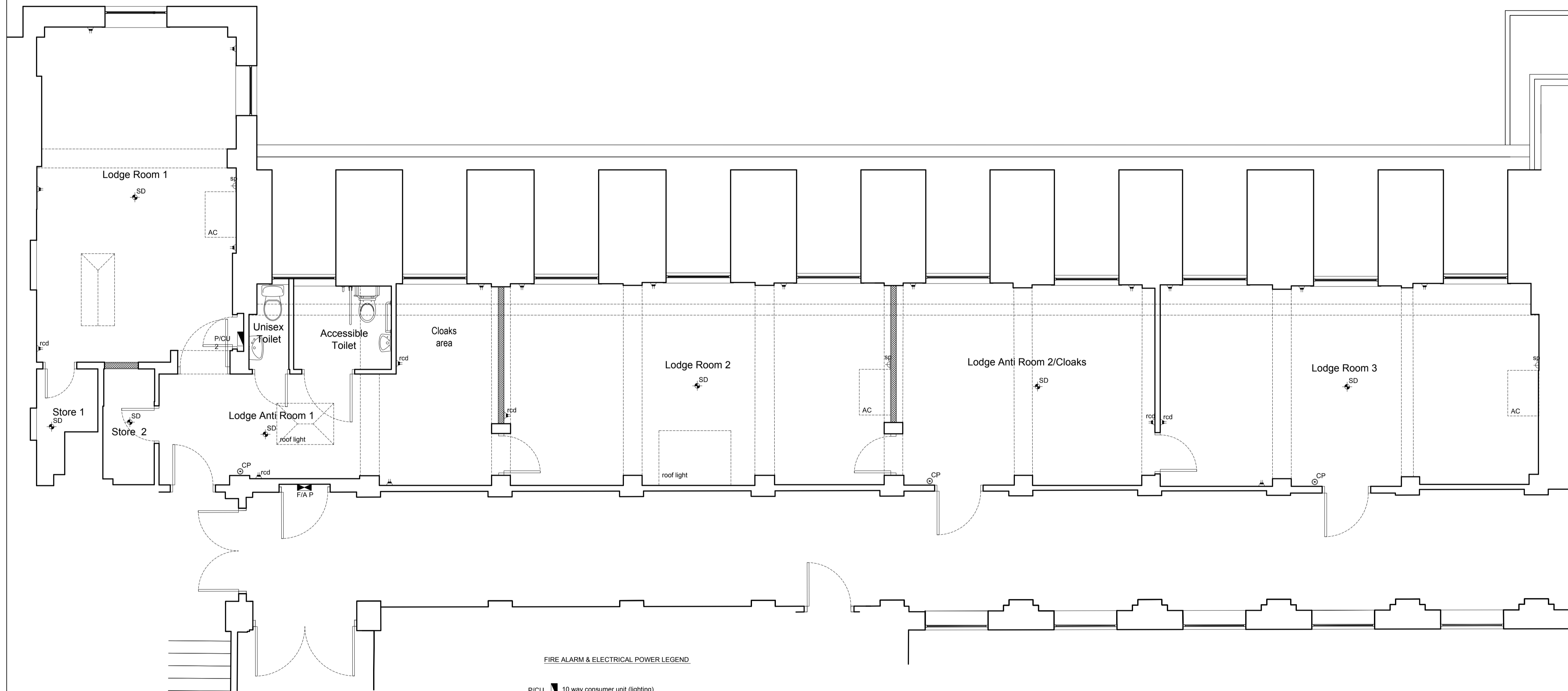
job title
Freemasons' Hall
Great Queen Street
London
WC2B 5AZ

dwg title
Third floor plan of vacant apartments
showing proposed general electrical
lighting layouts.

scales
1:50 at A1

dwg no 1042.13	date May 2017	drawn PA
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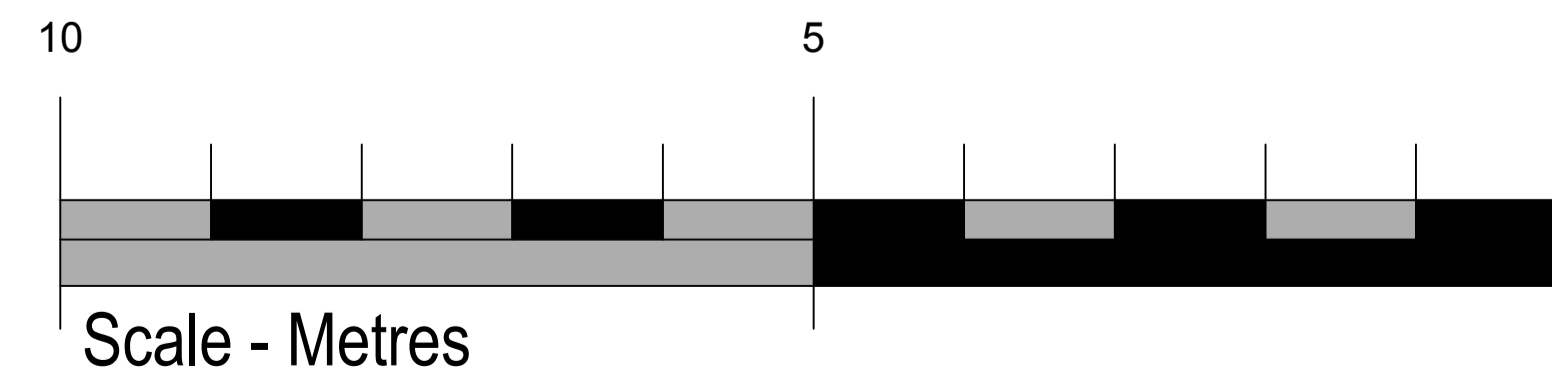




SCHMATIC FIRE ALARM AND ELECTRICAL POWER LAYOUT

FIRE ALARM & ELECTRICAL POWER LEGEND

- PICU 1 10 way consumer unit (lighting)
- SD Switched fused spur
- Twin switched socket outlet
- rd Twin switched socket outlet with RCD safety cut out
- SD Combined smoke detector and sounder
- F/A P Fire Alarm panel linked to nearest existing fire alarm panel and system
- CP Fire alarm call point



revisions	date	no.

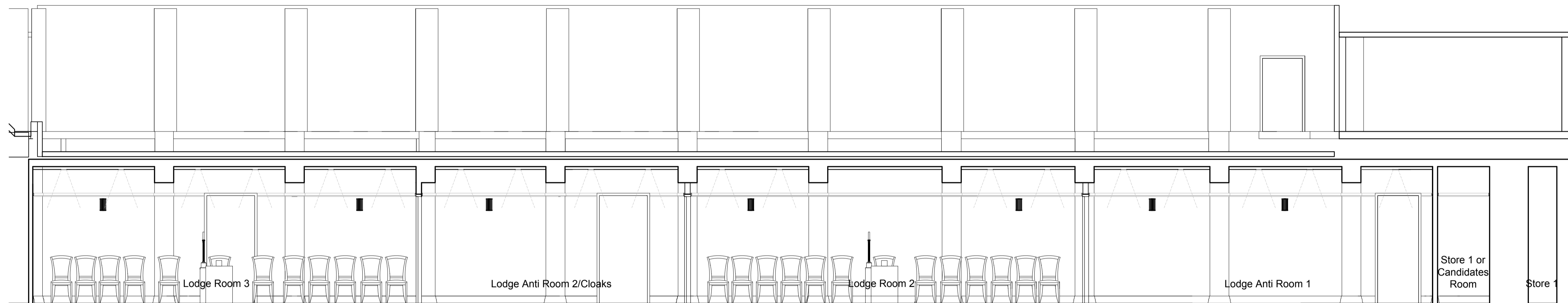
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job title
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 WC2B 5AZ

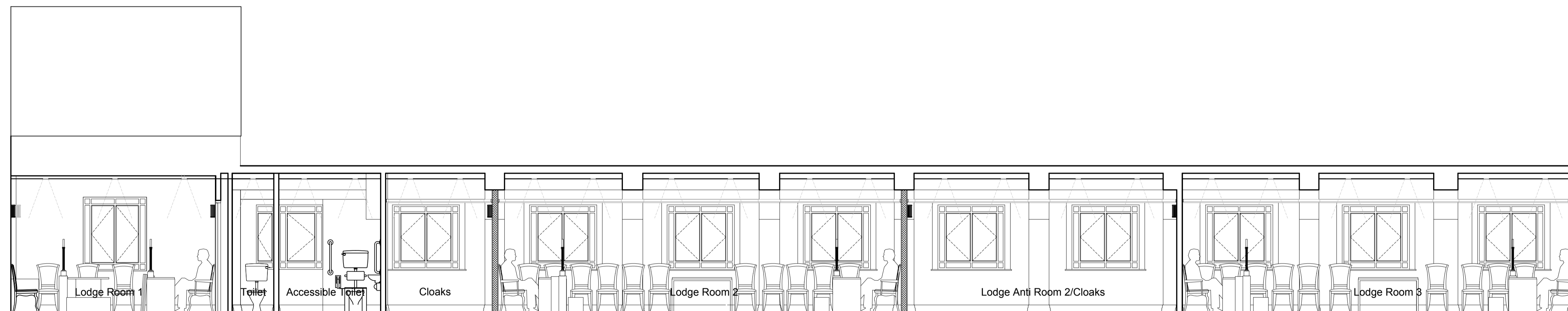
dwg title
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 showing proposed general electrical power
 and fire alarm layouts.

scales
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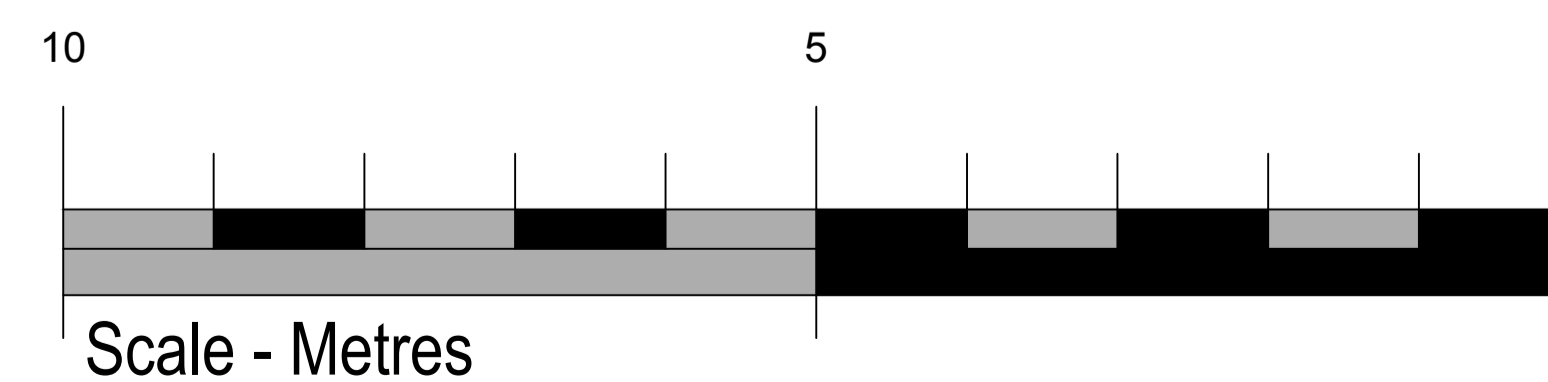
dwg no 1042.14	date May 2017	drawn PA
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SECTION EE - LONGITUDINAL SECTION AS PROPOSED



SECTION DD - LONGITUDINAL SECTION AS PROPOSED



revisions	date	no.

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dwg title
 Longitudinal sections DD and EE as proposed.

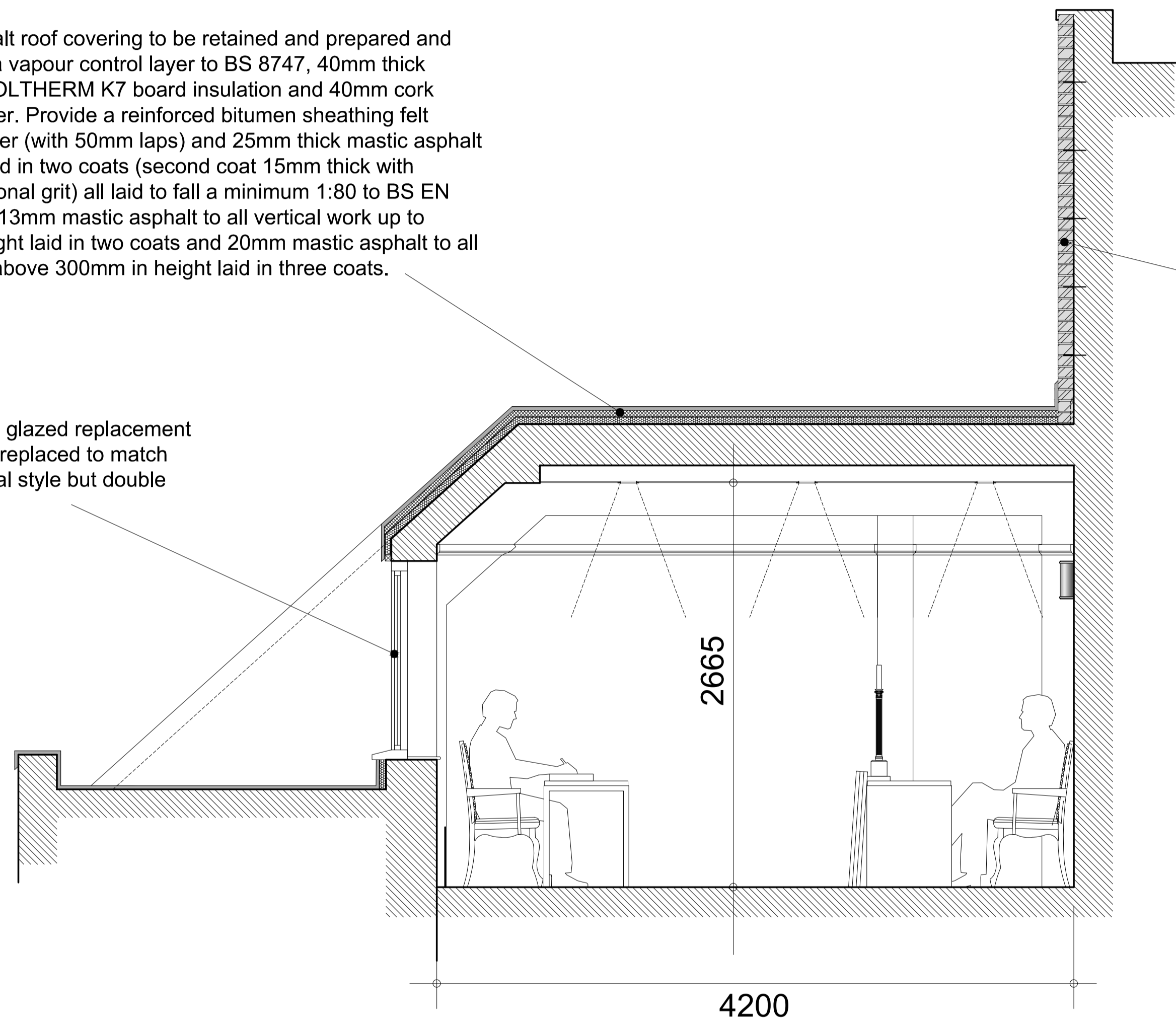
scales
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dwg no 1042.15	date May 2017	drawn PA
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Existing asphalt roof covering to be retained and prepared and overlaid with a vapour control layer to BS 8747, 40mm thick Kingspan KOOLTHERM K7 board insulation and 40mm cork board overlayer. Provide a reinforced bitumen sheathing felt separating layer (with 50mm laps) and 25mm thick mastic asphalt to BS 6925 laid in two coats (second coat 15mm thick with 10-15% additional grit) all laid to fall a minimum 1:80 to BS EN BS6229. Use 13mm mastic asphalt to all vertical work up to 300mm in height laid in two coats and 20mm mastic asphalt to all vertical work above 300mm in height laid in three coats.

Existing single glazed replacement metal window replaced to match existing original style but double glazed.

New 1/2 brick wall (Ibstock C0382A TRADESMAN LIGHT 73mm) laid in gauged stretcher bond in cement:lime mortar 1:1:6 to BS EN 998-2. Fix new wall to existing using Helifix StarTie stainless steel wall ties positioned every 900mm horizontally and 450mm vertically in accordance with the manufacturers instructions.



SECTION FF - CROSS SECTION AS PROPOSED



Scale Bar - Metres

revisions	date	no.

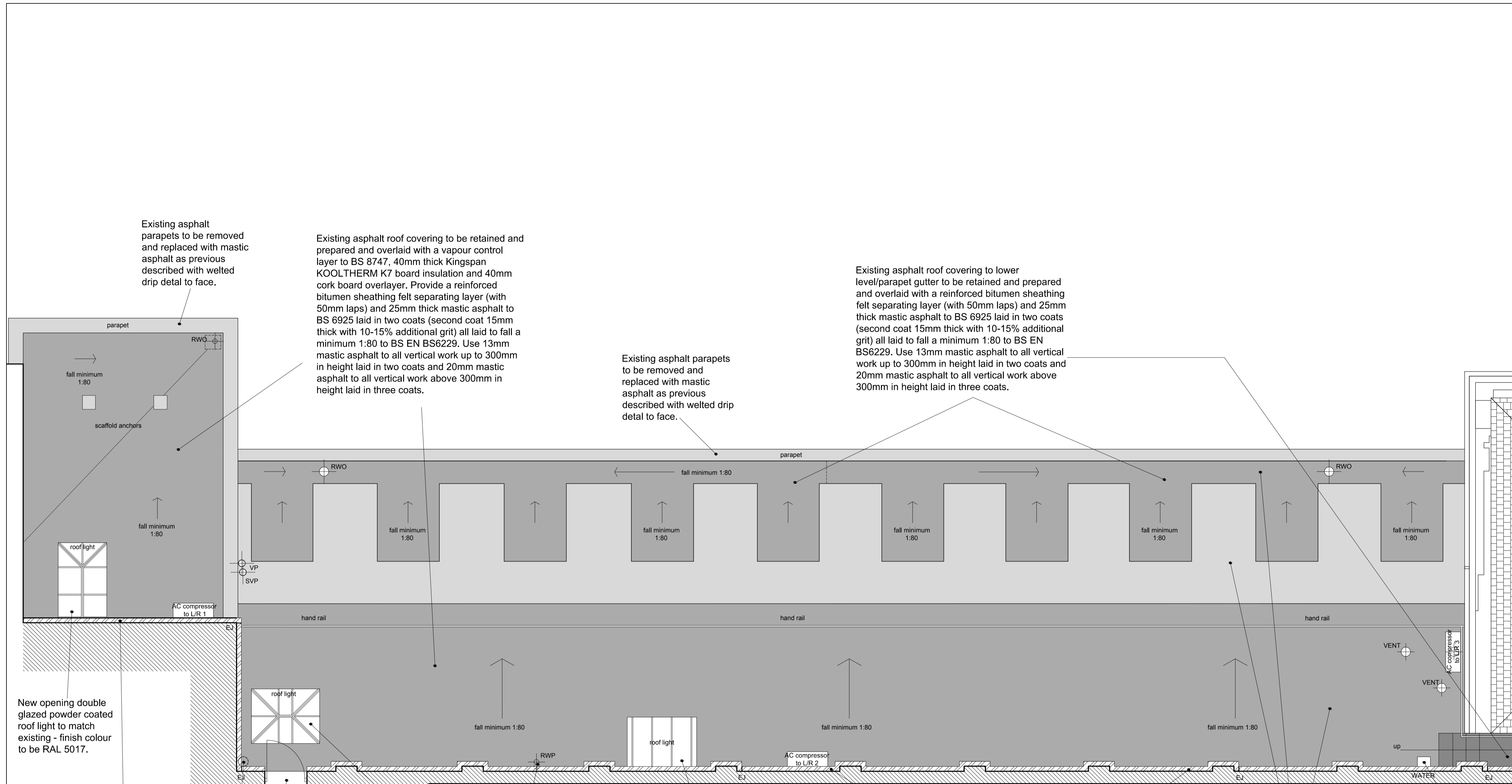
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job title
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 Great Queen Street
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 WC2B 5AZ

dwg title
 Cross section FF as proposed.

scales
 1:25 at A1

dwg no 1042.16	date May 2017	drawn PA
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Existing asphalt parapets to be removed and replaced with mastic asphalt as previous described with welded drip detail to face.

Existing asphalt roof covering to be retained and prepared and overlaid with a vapour control layer to BS 8747, 40mm thick Kingspan KOOLTHERM K7 board insulation and 40mm cork board overlayer. Provide a reinforced bitumen sheathing felt separating layer (with 50mm laps) and 25mm thick mastic asphalt to BS 6925 laid in two coats (second coat 15mm thick with 10-15% additional grit) all laid to fall a minimum 1:80 to BS EN BS6229. Use 13mm mastic asphalt to all vertical work up to 300mm in height laid in two coats and 20mm mastic asphalt to all vertical work above 300mm in height laid in three coats.

Existing asphalt parapets to be removed and replaced with mastic asphalt as previous described with welded drip detail to face.

Existing asphalt roof covering to lower level/parapet gutter to be retained and prepared and overlaid with a reinforced bitumen sheathing felt separating layer (with 50mm laps) and 25mm thick mastic asphalt to BS 6925 laid in two coats (second coat 15mm thick with 10-15% additional grit) all laid to fall a minimum 1:80 to BS EN BS6229. Use 13mm mastic asphalt to all vertical work up to 300mm in height laid in two coats and 20mm mastic asphalt to all vertical work above 300mm in height laid in three coats.

New opening double glazed powder coated roof light to match existing - finish colour to be RAL 5017.

New 1/2 brick wall (Ibstock C0382A TRADESMAN LIGHT 73mm) laid in gauged stretcher bond in cement:lime mortar 1:1:6 to BS EN 998-2. Fix new wall to existing using Helifix StarTie stainless steel wall ties positioned every 900mm horizontally and 450mm vertically in accordance with the manufacturers instructions. Provide 10mm wide expansion joints every 6.0M from each end or change in direction and 12.0M apart. Joint to be filled with bitumen impregnated fibre board and grey one part flexible polymer sealant.

Existing door and frame to be removed and replaced to match existing, complete with hardwood threshold/cill. Provide matching stone lintel above door opening to new 1/2 brick walling, ensure 150mm end bearing.

New opening double glazed powder coated roof light to match existing - finish colour to be RAL 5017.

Existing cast iron nwp and hopper to be refurbished and repainted WHITE/BLUE to match inner courtyard colours and related to facilitate new brick skin. Include for new BR Code 4 lead chute at top level.

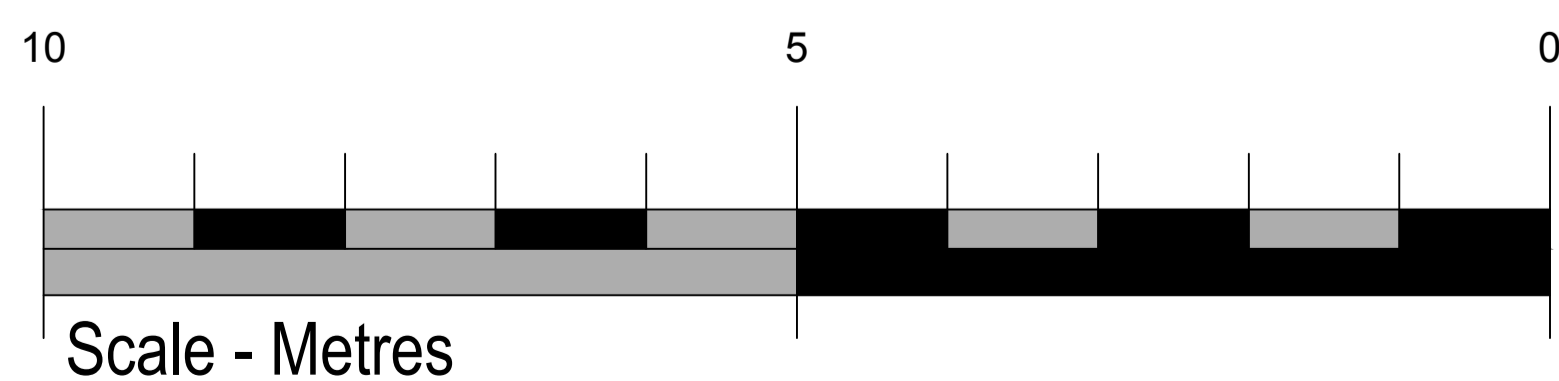
New opening double glazed powder coated roof light to match existing - finish colour to be RAL 5017.

New 1/2 brick wall (Ibstock C0382A TRADESMAN LIGHT 73mm) laid in gauged stretcher bond in cement:lime mortar 1:1:6 to BS EN 998-2. Fix new wall to existing using Helifix StarTie stainless steel wall ties positioned every 900mm horizontally and 450mm vertically in accordance with the manufacturers instructions.

Existing asphalt roof covering to be prepared and overlaid with a vapour control layer to BS 8747, 40mm thick Kingspan KOOLTHERM K7 board insulation and 40mm cork board overlayer. Provide a reinforced bitumen sheathing felt separating layer (with 50mm laps) and 25mm thick mastic asphalt to BS 6925 laid in two coats (second coat 15mm thick with 10-15% additional grit) all laid to fall a minimum 1:80 to BS EN BS6229. Use 13mm mastic asphalt to all vertical work up to 300mm in height laid in two coats and 20mm mastic asphalt to all vertical work above 300mm in height laid in three coats.

Existing timber housing to water pipe to be replaced. Water pipe/tap to be adjusted to facilitate new brick skin.

ROOF PLAN OVER 3RD FLOOR APARTMENTS AS PROPOSED



revisions	date	no.

ABBOTT & ASSOCIATES
Chartered Building Surveyors
11 Cranmer Road Riverhead Sevenoaks Kent TN13 2AT
Telephone: 01732 465455 Facsimile: 01732 460042
E-mail: abbottassociates@btconnect.com

job title
Freemasons' Hall
Great Queen Street
London
WC2B 5AZ

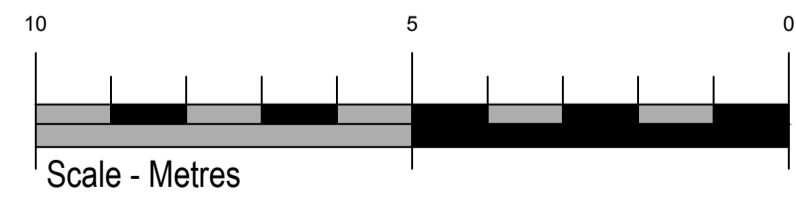
dwg title
Roof plan above vacant third floor apartments showing proposed re-roofing works.

scales
1:50 at A1

dwg no 1042.17	date May 2017	drawn PA
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Elevation E as proposed - Wild Court



revisions	date	no.

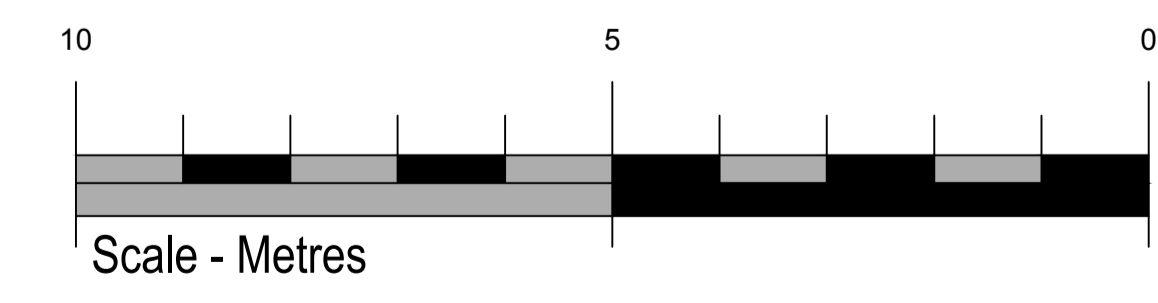
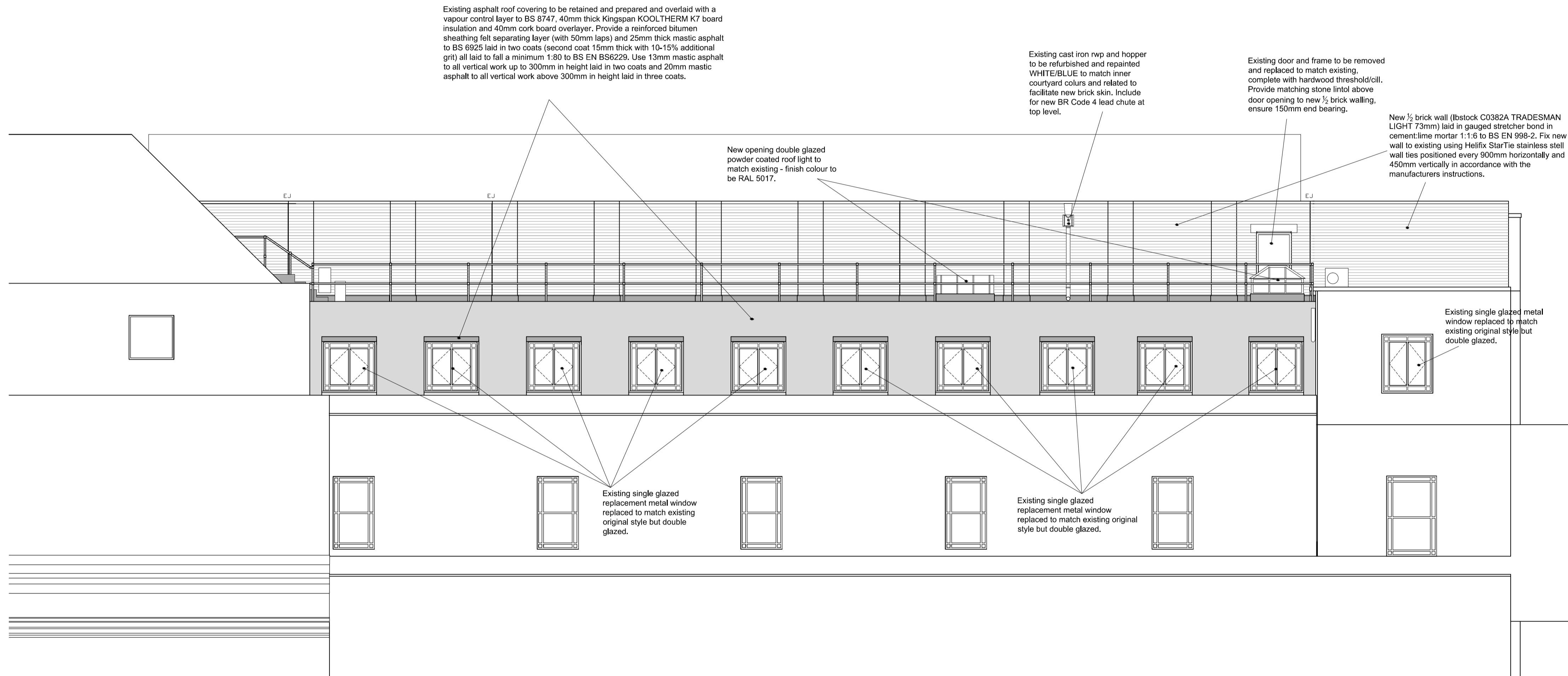
ABBOTT & ASSOCIATES
 Chartered Building Surveyors
 11 Cranmer Road Riverhead Sevenoaks Kent TN13 2AT
 Telephone: 01732 465455 Facsimile: 01732 460042
 E-mail: abbottassociates@btconnect.com

job title
 Freemasons' Hall
 Great Queen Street
 London
 WC2B 5AZ

dwg title
 Wild Court elevation as proposed.

scales
 1:100 at A1

dwg no 1042.18	date May 2017	drawn PA
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revisions	date	no.

ABBOTT & ASSOCIATES
Chartered Building Surveyors
11 Cranmer Road Riverhead Sevenoaks Kent TN13 2AT
Telephone: 01732 465455 Facsimile: 01732 460042
E-mail: abbottassociates@btconnect.com

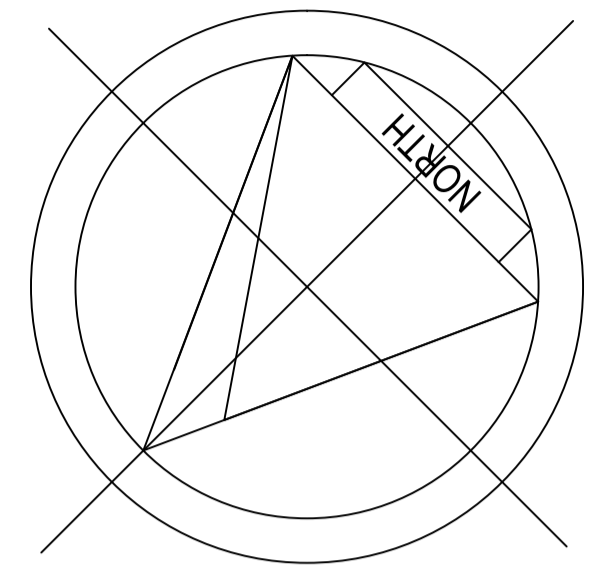
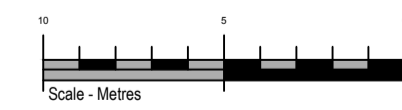
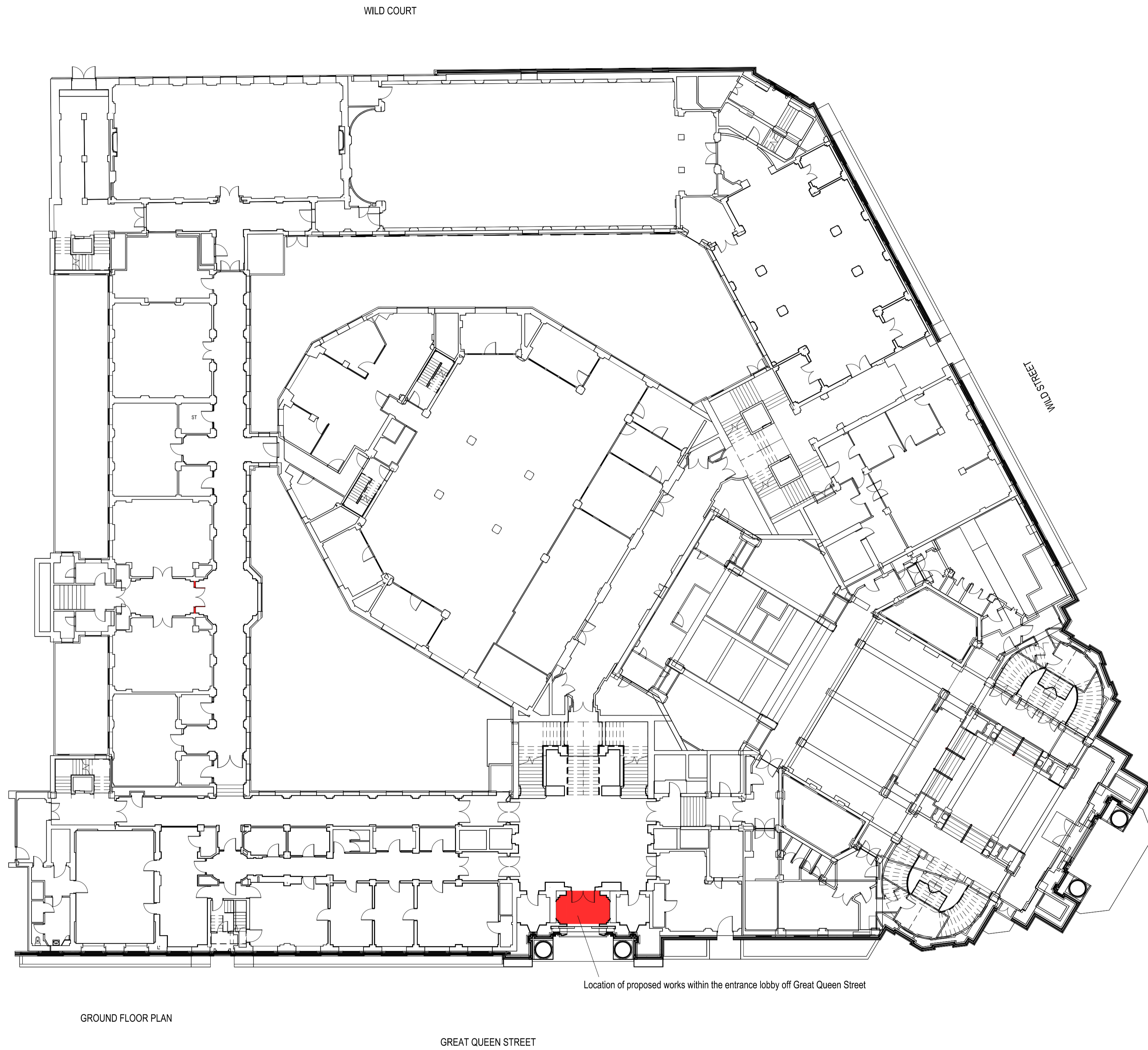
job title
Freemasons' Hall
Great Queen Street
London
WC2B 5AZ

dwg title
Partial elevation of third floor apartments and adjacent roof area of Wild Court as proposed.

scales
Not to scale

dwg no 1042.19	date May 2017	drawn PA
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Ground Floor Entrance Lobby



revisions	date	no.

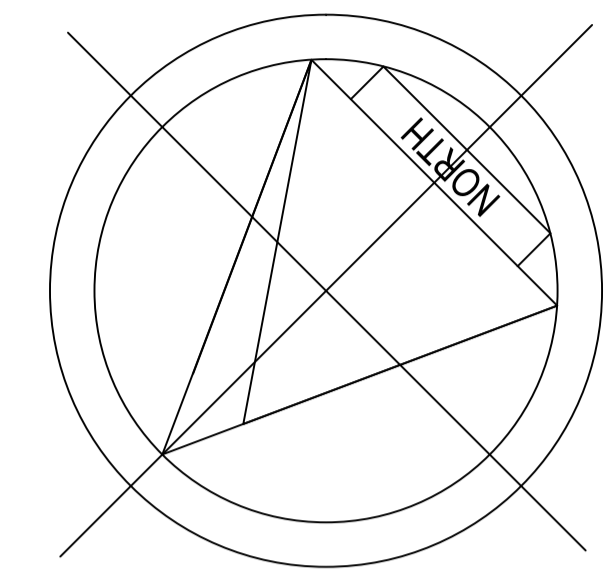
ABBOTT & ASSOCIATES
 Chartered Building Surveyors
 11 Cranmer Road Riverhead Sevenoaks Kent TN13 2AT
 Telephone: 01732 465455 Facsimile: 01732 460042
 E-mail: abbottassociates@btconnect.com

job title
 Freemasons' Hall
 Great Queen Street
 London
 WC2B 5AZ

dwg title
 Ground floor plan of Freemasons' Hall
 General arrangement drawing

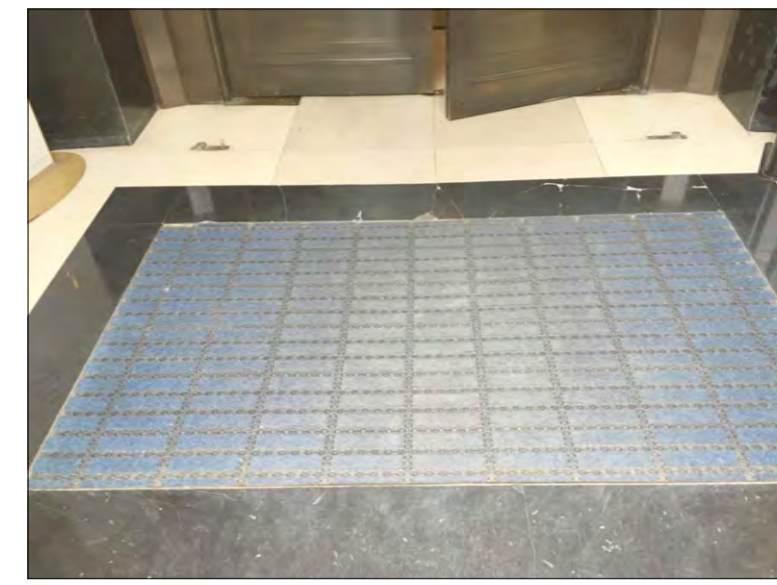
scales
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dwg no 1042.02	date May 2017	drawn PA
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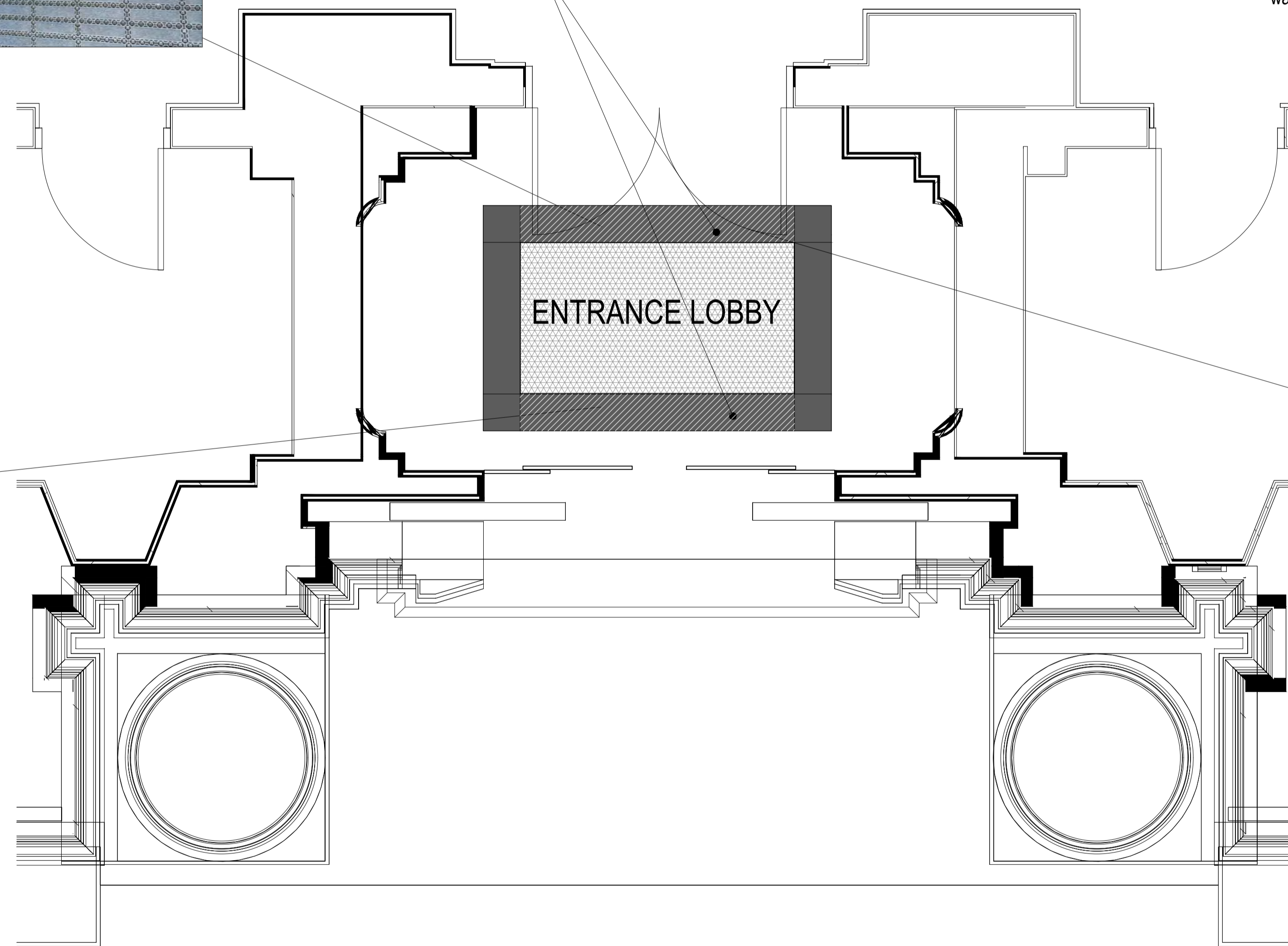


PROPOSED WORK SUMMARY AND SEQUENCE

1. The existing damaged pieces of Belgian Black granite will be carefully removed mechanically with the aid of a 5" grinder equipped with a diamond tipped cutting disc. All pieces of the damaged of Belgian Black granite will then be taken out using hand tools including the removal of the redundant bedding mortar.
2. The pre-cut Belgian Black granite pieces will be fix using an adhesive called ARDEX X 77, MICROTEC® Flexible Wall & Floor Tile Adhesive. The prepared solid base will be covered with ARDEX X 77 adhesive and both Belgian Black granite pieces will be laid within the existing openings within the entrance threshold and laid on fresh bedding mortar as noted above using ARDEX X 77.
3. The newly laid Belgian Black granite piece closest to the inner doors will require grinding down and re polished as to incorporate the natural dish affect within the floor that has been caused by historic foot traffic.
4. The newly laid Belgian Black granite pieces to both infills will be fixed with equal jointing/spacing to enable grout to be applied, filling the joints that will match the existing colour of adjacent joints and make water tight.



Damaged granite pieces to be replaced with Belgian Black granite pieces to match existing.



GT QUEEN ST
ENTRANCE



Scale Bar - Metres

revisions	date	no.

ABBOTT & ASSOCIATES

Chartered Building Surveyors
11 Cranmer Road Riverhead Sevenoaks Kent TN13 2AT
Telephone: 01732 465455 Facsimile: 01732 460042
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job title
Freemasons' Hall
Great Queen Street
London
WC2B 5AZ

dwg title
Ground floor plan of Great Queen Street
entrance lobby to Freemasons' Hall.

scales
1:25 at A1

dwg no	date	drawn
1042.20	May 2017	PA

Annex IV: Underfloor Heating Proposals

Mr. Paul Abbott,
Abbott & Associates
11 Cranmer Rd
Sevenoaks
TN13 2AT

05-June-2017

Quote Number: WSO047911

Dear Mr. Abbott,

Re: Underfloor Heating @ Freemason's Hall

Thank you for your enquiry for underfloor heating at the above project. We very much appreciate the opportunity to quote and have set out our quotation based on the plans kindly submitted.

We have quoted for a fixed reduced water temperature system with individual room temperature control.

I trust that we have interpreted your requirements correctly and confirm that we will contact you again shortly to answer any queries that you may have.

Yours sincerely,

Craig Edwards
WMS Underfloor Heating

WMS Underfloor Heating Ltd
Heritage House, Woodside Lane
Brookmans Park, Hertfordshire
AL9 6DE

T 01707 64 99 22
E sales@wms-uk.com

www.wms-uk.com



VAT Registered Number: 180 7598 67

WMS Underfloor Heating Limited is registered in England and Wales as a limited liability company. Registered Number: 09011415.
Registered Office: Building 15, Gateway 1000, Arlington Business Park, Stevenage, Hertfordshire SG1 2FP.

Proposal

System

Fixed reduced water temperature with individual room control:-

Reference	Zones	Floor Construction
Third Floor	5	Screeded

Equipment List

139m ²	-	AmbiSolo system & UFH pipework – Third floor
2	-	Manifold assembly unit to suit
2	-	A-Rated pumps and valves
2	-	Mechanical blending valves
5	-	Digital neon faced programmable room thermostats
2	-	Wiring centres
A/R	-	230v Thermoelectric actuator heads
A/R	-	Border edge insulation

Proposed System Sections

AmbiSolo 16



A	Border Edge Strip
B	Mira Fibre Reinforced Self Levelling Compound
C	AmbiSolo 16 Floor Panel
D	Ambiente 12mm PE-RT pipe
E	Damp Proof Membrane (DPM)
F	Sub Floor
G	Final Floor Finish

Pricing Matrix

Underfloor System and Controls	System	Installation
AmbiSolo System – Third Floor	£3,723.41	£973.00
Self-Levelling Compound	Supply Only	
Third Floor - 20mm Self-Levelling Compound	£5,238.68	
Balancing		
Single Visit	£300.00	
Total Contract Price		£10,235.09

Note: VAT is added at the time of invoicing

Note: Self-Levelling compound to be supplied to site by WMS, to then be laid by others.

Note: We have allowed for self-levelling compound at 20mm thickness, this quote will need to be revised if the thickness of levelling compound required increases.

Specifications and Guarantees

Underfloor Heating System	Is designed to BS EN 1264
Underfloor Heating Pipe	12mm polyethylene with integral oxygen diffusion barrier which conforms to DIN 4726 and BS7291 and carries a 75 year manufacturer's defects warranty with £5m indemnity insurance.
Border Edge Strip	The border edge strip is made of soft PE foam which provides an expansion joint between the floor and walls.
Controls	All controls provided will be to BS and DIN standards and will be guaranteed for 12 months from the date of installation.
A-Rated Pumps	Due to changes in the European Regulations on standalone circulators', A-Rated pumps are now mandatory as of January 2013.
Installation	All workmanship will be carried out to a very high standard. We will lay all underfloor pipework up to the manifold and pressure test to 4 bar, leaving the system under test during and after the laying of the floor.
Balancing	We have allowed a single visit for our engineer to attend site and balance the system when requested. Additional visits will be chargeable. Please note this allows to fine tune the system prior to completion, and primary pipework including the heating plant and wiring/controls must be operational and are the responsibility of others. Access to all manifolds must also be made available.

Building Requirements

Sand and Cement Screeds	Subject to the manufacturer’s guidelines, we recommend that the screed should be laid to a minimum thickness of 65mm over the insulation.
Liquid Screeds	Subject to the manufacturer’s guidelines, we recommend that the screed should be laid to a minimum thickness of 50mm over the insulation.
Screed Drying and Curing	The screed must be allowed to cure before the underfloor heating system is used. This will take a minimum of 21 days. The curing process should not be accelerated by turning on the underfloor heating.
Sub-floor	Floors to be fitted with underfloor heating must be clean and level to allow the floor insulation panels to lie flat and fit close together.
Floor Coverings and Resistances	Floor coverings used should be suitable for use with underfloor heating. Where floor finish resistances are not provided, a default value of 0.1 m ² K/w will be used unless specifically stated otherwise.
Timber Floors	Minimum flow temperatures must be applied initially building up to a floor surface temperature of no more than 27°c to allow the floor to climatise. In all cases refer to the manufacturers guidelines. High limit floor temperature sensors have not been allowed for unless specifically listed.

Responsibilities and Installation Schedule

Item	WMS	Mechanical Contractor	Electrical Contractor	Main Contractor
Prepare Subfloor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Supply and lay DPM	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Supply and Lay Insulation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Supply and Lay Separating Layer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Supply and Lay Edge Insulation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Supply and Install UFH system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pressure Test System	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Supply Levelling Compound	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lay Levelling Compound	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Supply UFH System Controls	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wiring and Installation of Controls	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Connect to Heating System	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water Fill and Commission System	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Final System Check/Balancing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Exclusions

All builders work, marking out, knocking through walls, notching battens and making good is to be carried out by others.

Where walls are not in place, temporary manifold mounting boards should be fixed prior to the installation.

Balancing has not been allowed for unless specifically listed above.

Controls have not been allowed for unless specifically listed in the equipment list above.

Where listed in the equipment list above, all controls and pumps are supplied as loose items for others to fit. These will be issued upon request.

The following items have been excluded or are assumed to be supplied as free issue items by others:

- Safe dry storage for materials
- Water and fuel for testing
- Portable water supply within the building
- Adequate lighting (particularly in the winter months)
- 110v supply for hand tools

Please note that where items are not expressly listed in either the equipment list or pricing matrix, it should be assumed that it is not included within this quotation. Please seek clarification where necessary.

Terms

- This quotation is valid for 90 days from the above date
- The above quotation is subject to the current rate of VAT
- Availability is normally 3 weeks from date of order
- Our acceptance of the order is subject to client credit checks and account status
- Payments terms will be agreed at the point of order
- This quotation is based on the terms and conditions below

Dayworks and Variations

Should it be required to carry out additional works on site, or incur waiting time, these will be charged on a day work basis as set out in our Terms and Conditions.

Variations to the contract where they occur will be priced and the revised cost advised to you in writing prior to the work commencing wherever possible.

We will provide CAD drawings showing pipework layout together with schematic heating drawings and electrical wiring diagrams upon receipt of order.

WMS Underfloor Heating Ltd Terms and Conditions ('WMS T&Cs 01')

These terms and conditions shall be deemed to be incorporated in any contract, agreement or Quotation between the Contractor and the Client and shall be in substitution for any other terms and conditions introduced before or after the date of the Quotation (unless expressly identified and agreed to in writing by the Contractor). Furthermore, any action undertaken by the Client in pursuit of their obligations under the Contract will be deemed an explicit agreement to the terms of the Contract and cannot be rescinded, altered or amended in any way without mutual agreement by the Parties.

1. Definitions

(a) The Contract Price, the Contract Works, the Site, the Commencement Date, the Completion Date, the Payment Dates, the Client and the Contractor have the meanings shown in the Quotation.

(b) In these terms and conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Certificate of Practical Completion" means a written notice from the Client confirming that the Contract Works are deemed to have reached Practical Completion;

"Contract" means the Quotation, these terms and conditions and the documents embodied into or referred to in the Quotation;

"Due Date" has the meaning given in clause 7(a);

"Insolvent" has the meaning given in section 113(2) of the Housing Grants, Construction and Regeneration Act 1996 (as amended);

"Parties" means the parties to the Contract, namely the Contractor and the Client;

"Practical Completion" means the date of completion of the Contract Works determined in accordance with clause 8(b);

"Quotation" means the completed quotation to which these terms and conditions are attached;

"Snagging List" means the list of snagging items to be issued by the Client at the time of Practical Completion; and

"Statutory Requirements" means the notices required by any statute, any statutory instrument, rule or order or any regulation or bylaw applicable to the Contract Works.

2. The Works

(a) Only the Quotation shall constitute the offer from the Contractor to the Client and the form shall only be capable of being accepted, unless withdrawn in writing by the Contractor, within 90 days from the date of issue after which it will lapse.

(b) The Contractor will carry out and complete the Contract Works in accordance with the Contract in a good and workmanlike manner.

(c) The Contractor is entitled to rely on the accuracy and completeness of the Client's plans, specifications and reports provided to the Contractor. Should there be any inadequacy or inaccuracy the Contractor shall be entitled to treat any works carried out as a consequence as a variation in accordance with clause 5.

(d) Unless expressly agreed the Contractor will not carry out any form of design for the Contract Works. The Contractor shall not be liable for the suitability or fitness for purpose of the materials, components, systems or calculations used or undertaken in respect of the Contract Works.

(e) Insofar as the Contractor has agreed to carry out any design the Contractor will use reasonable endeavours to comply with Statutory Requirements and, subject to any agreement to the contrary in writing between the Parties, the Client shall allow a period of 4 weeks from the date of instruction for the Contractor to complete the design and produce design drawings required by the Client and shall allow a further 6-8 weeks from the date upon which the Client approves design drawings to manufacture the materials, components or systems required for the Contract Works. Copyright in all design drawings or documents prepared by the Contractor shall remain vested in the Contractor.

(f) The Contractor may appoint sub-contractors to perform any or all of the Contract Works, but shall be liable for the acts and defaults of all such sub-contractors as if they were its own acts and defaults, and shall not be relieved of any obligation hereunder by reason of the use or appointment of sub-contractors.

3. Materials

Samples submitted by the Contractor for approval by the Client show substance and general character only. The Contractor cannot guarantee that the colour, size, thickness or shape of those items used for the Contract Works will match the sample.

4. Title

Title in any and all materials used for the Contract Works shall remain vested in the Contractor and shall not pass to the Client until the Client has paid in full to the Contractor all sums due to the Contractor from the Client notwithstanding that delivery may have already taken place.

5. Variations and Extras

(a) If the Client wishes to vary details of the Contract he must notify the Contractor in writing as soon as possible. Any such instructions shall be valued by the Contractor on the basis of the Contractor's rates and prices plus reasonable direct and/or indirect loss and/or expense incurred by the Contractor and an estimate of the required adjustment to the Completion Date. The Contractor shall not be required to comply with a variation request until such time as the relevant time and price adjustment have been agreed and shall not be responsible for any delay in such agreement. The Contractor shall issue an invoice to the Client for any additional costs.

6. Contract Price

(a) The Client agrees to pay the Contract Price in consideration of the Contractor carrying out the Contract Works at the times and in the manner specified in the Contract.

(b) In addition the Contractor may recover from the Client his reasonable incidental expenses for materials used and for third party goods and services supplied in connection with the provision of the Contract Works.

(c) All sums payable by either Party pursuant to these terms and conditions are exclusive of any value added or other tax (except corporation tax) or other taxes on profit, for which that Party shall be additionally liable.

7. Payment

(a) Up to completion of the Contract Works (subject to the sole discretion of the Contractor thereafter unless otherwise stated in these terms), the Contractor shall be entitled to interim payments. For the purpose of this clause completion shall mean the end of the defects liability period set out in clause 9. Unless otherwise agreed between the Parties, the due dates for such interim payments shall be the Payment Dates (each being a "Due Date"). If the Payment Dates should expire the Contractor shall continue to be entitled to interim payments and the Due Date for each payment shall be the first day of each month commencing on the month following expiry of the Payment Dates.

(b) The Contractor shall submit an invoice for payment on or before each Due Date identifying the amount due up to the relevant Due Date and the basis on which that sum is calculated.

(c) Within 5 days of each Due Date the Client shall give a payment notice in writing to the Contractor specifying the amount of the interim payment to be made and the basis on which such amount is calculated (a "Payment Notice").

(d) Subject to any alternative payment terms as may be set out in the Quotation, the final date for payment shall be 30 days after the Due Date.

(e) If the Client fails to issue a Payment Notice in accordance with clause 7(c) the Contractor's invoice shall become the amount due and payable by the Client to the Contractor.

(f) If any sum payable under the Contract is not paid by the final date for payment then, without prejudice to the Contractor's other rights under the Contract, that sum shall bear interest from the final date for payment until payment is made in full, both before and after any judgment, at 8% per annum in excess of the rate set from time to time by the Bank of England's monetary policy committee or any successor of it.

(g) Should the Client fail to pay any invoice by the final date for payment the Contractor may following notice in writing suspend all or part of the Contract Works or any other works being carried out by the Contractor for the Client. Upon the ending of a suspension the Client shall pay the Contractor's reasonable costs of the suspension and shall grant the Contractor an extension of time for the period of suspension.

(h) At any time after the end of the defects liability period set out within clause 9 the Contractor shall submit a final account representing the total value of the Contract Works carried out by the Contractor. The due date for payment of the final account shall be the date being 30 days after the issue of the final account by the Contractor and payment thereafter shall be in accordance with clause 7(c) and 7(e).

(i) If specified within the Quotation as a special condition the Client may deduct from any interim payment due to the Contractor a sum equivalent to that which is specified within the Quotation by way of retention.

(j) If clause 7(i) applies the Client shall pay to the Contractor one half of the retention within 14 days of the Certificate of Practical Completion and the other half of the retention within 6 months of the Certificate of Practical Completion.

(k) Subject to clause 7(i) and 7(j) the Client will not be entitled to deduct from any interim payment due to the Contractor any sums by way of retention.

8. Time for Completion

(a) Time shall not be of the essence. The Contractor will use reasonable endeavours to ensure that the Works are completed within the time (if any) stated in the Quotation, otherwise completion shall be within a reasonable time. The Client expressly waives all claims for delay charges or Liquidated Damages.

(b) The Contractor is to take possession of the Site on the Commencement Date and the Contract Works are to be completed by the Completion Date, as such date may be adjusted under the Contract. The Contract Works shall be deemed completed once the following conditions have been satisfied or the Client has taken possession of the Site (whichever is earlier):

- (i) the Contract Works are completed in accordance with the Contract, save for small items of work which do not affect the compliance of the Contract Works with the Statutory Requirements or affect the intended use of the Contract Works and the Site, as such items are agreed by the Client and set forth on a list of snagging items; and
- (ii) applicable authorities have, if necessary, approved the Contract Works.

(c) Following Practical Completion the Client will issue the Certificate of Practical Completion.

(d) If it becomes apparent that the Contract Works will not be completed by the Completion Date (or any later date fixed under this clause from time to time) for reasons beyond the control of the Contractor, including (without limitation) compliance with any instruction of the Client which is not due to the default of the Contractor, then the Contractor shall notify the Client in writing confirming that the Completion Date has been amended. The Client shall also make an allowance for the Contractor's direct loss and expense occasioned by the extension of time and such sum shall be added to the Contract Price.

9. Defects

The Contractor will rectify at its own cost any defects or faults which appear and are notified by the Client to the Contractor in writing within 12 months of completion of the Works and are due to defective workmanship by the Contractor or defective materials supplied by the Contractor. The Contractor shall be afforded reasonable opportunity and facilities to investigate such claims.

10. Termination

(a) The Contractor may terminate the agreement immediately if:

- (i) the Client is in breach of any obligations hereunder;
- (ii) the Client has become Insolvent;
- (iii) the Client commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or make a proposal for or enters into any compromise arrangement with its creditors;
- (iv) (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Client, other than for the sole purpose of a scheme for a solvent amalgamation of the Client with one or more other companies or the solvent reconstruction of the Client;
- (v) (being an individual) the Client is the subject of a bankruptcy petition or order;
- (vi) a creditor or encumbrancer of the Client attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- (vii) (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Client;
- (viii) (being a company) a floating charge holder over the Client's assets has become entitled to appoint or has appointed an administrative receiver;
- (ix) a person becomes entitled to appoint a receiver over the Client's assets or a receiver is appointed over the Client's assets; or
- (x) any circumstances whatsoever beyond the reasonable control of the Contractor that arise and require for any reason the termination of the Contract.

(b) In the event of termination under clause 10(a) the Client shall pay to the Contractor the value of the Contract Works executed, based upon the Contractor's rates and prices, materials on the Site and the cost of removal of its plant, tools and equipment by the Contractor and shall allow the Contractor its direct loss and expense and loss of profit. Such payment shall be made in accordance with clause 7 hereof following an invoice for payment by the Contractor.

11. Liability and Indemnity

(a) The Contractor's liability under or in connection with the Contract shall be limited to the Contract Price. This limit shall apply however that liability arises, including, without limitation, a liability arising by breach of contract, arising by tort (including, without limitation, the tort of negligence) or arising by breach of statutory duty. Provided that this clause shall not exclude or limit the Contractor's liability for:

- (i) death or personal injury caused by the Contractor's negligence; or
- (ii) fraud or fraudulent misrepresentation.

(b) Subject to clause 11(a) the Contractor shall not be liable to the client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- (i) loss of profits;
- (ii) loss of sales or business;
- (iii) loss of agreements or contracts;
- (iv) loss of anticipated savings;
- (v) loss of or damage to goodwill;
- (vi) any indirect, special or consequential losses.

(c) The Client shall indemnify the Contractor against all damages, costs, claims and expenses suffered by the Contractor arising from loss or damage to any equipment (including that of third parties) caused by the Client, or his agents or employees.

(d) The Contractor shall not be liable to the Client or be deemed to be in breach of these terms and conditions by reason of any delay in performing, or any failure to perform, any of the Contractor's obligations if the delay or failure was due to any cause beyond the Contractor's reasonable control.

12. Disputes

(a) The Contractor and Client agree that either party may refer a dispute to adjudication at any time, following the rules and procedures of the Scheme for Construction Contracts Regulations (England and Wales) 1998 (as amended). For the purposes of such adjudication the parties agree that the nominating body for appointment of the adjudicator shall be the President or Vice President of the Royal Institute of Chartered Surveyors.

(b) Save in the circumstances provided for below, the parties shall each bear their own legal costs and other expenses incurred in the adjudication.

(c) Where the referring party is awarded in the aggregate a sum more than 50% of the amount claimed, the non-referring party shall reimburse the referring party's legal costs and other expenses which the referring party incurred in the adjudication process.

(d) The adjudicator shall decide how his fee and reasonable expenses are to be apportioned between the parties.

(e) The adjudicator shall be permitted to correct his decision so as to remove clerical or typographical errors arising by accident or omission.

13. Law and Jurisdiction

(a) The Contract is governed by the law of England and Wales.

(b) The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this letter or its subject matter or formation (including non-contractual disputes or claims).

14. Force Majeure

Neither the Client nor the Contractor shall be liable for any failure or delay in performing their obligations under these terms and conditions where such failure or delay results from any cause that is beyond the reasonable control of the parties. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action.

15. Severance

If any provision or part-provision of these terms and conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these terms and conditions.

16. Notices

(a) Any notice or other communication to be given or made under the Contract shall be in writing and shall be delivered by hand, post or email to the Contractor or the Employer at the address set out in the Quotation or at such other address or number as the relevant party may specify from time to time by notice in writing to the other.

(b) Notices shall be deemed to have been received:

- (i) in the case of delivery by hand, when delivered;
- (ii) in the case of pre-paid post, two days after the date of posting; and
- (iii) in the case of email, upon receipt of a "read notice" from the recipient to the sender.

17. Third Party Rights

Nothing in the Contract confers or purports to confer on any third party any benefit or any right to enforce any term of the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.