

Ms T. Hartley,
16 Arun Street,
Arundel,
BN18 9DL.

26436/HELIFIX/AT/KM

trudikhartley@gmail.com

13th August 2024

Dear Ms Hartley,

Re: 16 Arun Street, Arundel, BN18 9DL

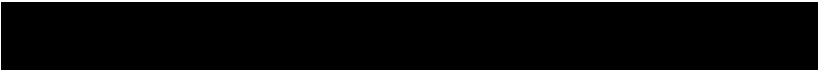
Thank you for your instructions to quote for remedial structural repairs, which is based solely on the findings indicated in the report from your structural engineer.

As this property is Grade II listed property, we advise that you contact Arun District Council before this quotation is considered, to assess if this repair is deemed acceptable.

If there are any omissions, or if you believe that we have misinterpreted your specific instructions, please let us know at once.

Designations are as if one is outside, facing the front elevation.

We assess the cost of carrying out the works under the heading "Lateral Restraint and Remedial Structural Repairs" to be:



Our quotation is based on the assumptions that power and water will be available to our operative. This quotation also assumes 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 9(d), unless otherwise agreed in writing.

Helifix warranty

On completion of the repairs to the satisfaction of both the client and Helifix, 10 year insurance-backed warranties, which are signed off by Helifix, are available to cover the work carried out.

The warranty is in addition to normal product guarantees and Helifix PI Insurance, covering the design of the repairs. Finally, to ensure further protection, each warranty is bonded by the Consumer Protection Association (CPA).

In the case of flats, etc., the premium is payable per unit, with the exception of a warranty being issued to a freeholder or holdings company.

Preservation Treatments are approved installers of the Helifix system. The defects and specification in this quotation will be accessed by the specialists at Helifix before work commences. We cannot guarantee any

Registered Office:
Suite 3 Oriel House,
53 Elm Road
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individual project will be eligible for warranty. Amendments made by Helifix to the specification quoted may be subject to additional charges. Helifix are unable to guarantee warranty approval until they have received the Helifix Project Form (HPF), which is sent upon acceptance of our quotation.

The additional cost for the Helifix guarantee will be:



To enable these works to be carried out safely by our technicians and in compliance with Health & Safety Regulations it will be necessary for a fully boarded access system to be erected for the duration of this contract.

This installation must be installed by your Specialist Contractor, under separate contract and cost, prior to our attendance on site.

It must be stressed and clearly understood that any permits or permission to work obligations for working on a public right of way footpath are the client's responsibility. To enable us to carry out the work detailed in this report, it is probable the footpath will need to be closed. We will ensure suitable/safe barriers are erected and maintained throughout the closure period to physically close the path. Any costs incurred are the responsibility of the client.

We have assumed that there is no ongoing significant ground movement. Future ongoing ground movement will require additional stabilisation.

Lateral restraint:

Your structural engineer has recommended the Helifix BowTie HD system, this entails pins being drilled through the front elevation and inserted through the wall parallel to the First-Floor joists. The BowTie HD rods will self-tap into the joists before being resin grouted into the brickwork and then pointed up externally to match, as closely as possible, the existing surface finish. This connection between the wall and the internal floor structure will provide the necessary means of restraint to prevent further bowing/leaning. According to your structural surveyor's report pins should be inserted at 600mm centres horizontally and completely penetrate the third joist. Please refer to the attached plan No. 26436.

Install a Helifix BowTie system at First Floor level. Indicated on the attached plan No. 26436 with the symbol . Bowties will be inserted at 600mm centres through the masonry and will incorporate at least two/three floor joists.

Install CemTie system as indicated on the attached plan No. 26436 with the symbol . CemTie is a versatile, fully grouted, remedial tie used to stabilise all forms of solid masonry, our work will include:

- Drill a clearance hole through the outer wall and to the required depth.
- Clean out all dust from the hole and thoroughly flush with water. Where the substrate is very porous or flushing with water is inappropriate, we will use HeliPrimer WB.
- Insert CemTie using HeliBond cementitious grout.
- Make good all holes at the surface with matching mortar.
- The crack within the wall will be weatherproofed using an appropriate Helifix bonding agent e.g. HeliBond or CrackBond, depending on the width of the crack.

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The CemTie system will also be used to provide lateral restraint to the upper section of wall. This will be achieved by the insertion of the CemTie externally through the wall.

This work will include the lifting and reinstatement of the necessary floorboards but does not include the removal of the bed and furniture before the attendance of our operatives.

It may be necessary to replace damaged floorboards, if necessary, these will be charged at a pro rata cost after consultation with the client.

There is a possibility that items such as guttering, downpipes, telephone/cable wiring, etc., attached to your property may need to be temporarily removed in order for us to complete the work. We will re-attach any items removed by us upon completion. However, we will advise on any items that appear damaged prior to their removal.

Our quotation includes the provision of protection to the floor and access surfaces, where work will be carried out.

This will entail the laying of polythene and hardboard sheeting or similar where necessary to attempt to protect the floor/walkways during our works. We must stress however that total protection is not possible and we cannot accept responsibility should any damage occur to the floor surface. In all instances, it is important that furniture is removed from treatment areas before our attendance. We are unable to take responsibility for floor coverings left in place, or items left within the treatment areas.

We may also screen off the area with polythene, which will be taped to the ceiling. In most cases this does not affect the decoration on the ceiling, but where this does occur, we will not be liable for any costs associated with redecoration.

We confirm that the extent of repairs is based upon those evident to us at the time of inspection. In the unlikely event that additional work is found to be necessary, which may incur additional costs, we will advise you immediately.

This work cannot be undertaken if the outside air temperature is +4deg. Celsius and falling. Should this occur during the course of the installation, which results in a suspension of work, we cannot be responsible for such delays or any associated cost liability.

We have not inspected those parts of the property which are covered, unexposed or otherwise inaccessible and, as indicated, this report does not represent a full structural survey.

We would stress that this is a quotation only and should not be read as implying an opinion as to either the areas scheduled for treatment or any other areas. Preservation Treatments are experts in installing Helifix systems and have held approved contractor status with Helifix for many years. However, we are not structural engineers and are unable to comment on the structural capabilities of any aspect of the property, before or after the system has been installed. If you have any concerns regarding structural adequacy of the property, we recommend employing a structural engineer to make a full assessment of the property.

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

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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 LIMITED



**Preservation
Treatments**
PTL Group Est.1972



Key

BowTie



CemTie



WallTie



Single
HeliBar



Twin
HeliBar



Project Name

16 Arun Street, Arundel, BN18 9DL

Drawing Name

26436

Drawn BY

AT

Date

13.08.2024

Scale

NTS

Restraining a Bowed Solid Wall using BowTie HDs into Joist Side

METHOD STATEMENT

1. Mark the positions for the BowTie HD clearance holes on the external wall.
2. Drill the clearance hole (normally 16mm) through the masonry to line up with the joist in the middle third of the timber away from the edges.
3. Clean out the hole to clear any dust or debris.
4. Fit the driver into an SDS hammer drill, set to rotary only. Insert the BowTie HD into the driver.
5. Screw the BowTie HD through the first and second joists (and the third if specified).
6. Place the sleeve over the tie and push it to the back of the hole in the outer leaf masonry.
7. Inject Helifix PolyPlus resin into the hole to fill it completely.
8. Allow the resin to gel (normally 15 to 20 minutes).
9. Make good all holes at the surface with brick dust or matching mortar or leave ready for any decoration.
10. Clean PolyPlus tools with a suitable solvent.

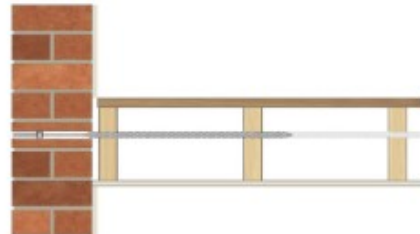
N.B. Ensure ceiling void is free of pipes and cables.

GENERAL NOTES

If your application differs from this repair detail or you require specific advice on your particular project or Helifix products, call our Technical Sales Team on 020 8735 5222.

Our Technical Department can provide you with a full support service including:

- Advice, assistance and recommendations on all structural repair matters
- Devising and preparing complete repair proposals for specific situations
- An insurance-backed warranty via our Approved Installers scheme



RECOMMENDED TOOLING

- **For drilling and insertion of BowTies**
SDS rotary hammer drill 650/700W
- **For installation of BowTies**
BowTie HD driver
- **For injection of PolyPlus resin**
Applicator gun

Specification Notes

The following criteria are to be used unless specified otherwise:

- A. Ensure the BowTie HD is of sufficient length to penetrate 75mm through the noggin/dwang that is furthest from the external elevation.
- B. The maximum horizontal spacing between BowTies is 600mm.
- C. Floor covering to be fixed to joists when reinstated.
- D. Between joists/noggins the BowTie HD must be installed at low speed to avoid 'whip' leading to deviation in line.

The above specification notes are for general guidance only and Helifix reserves the right to amend details/notes as necessary.

						Key	
						BowTie	
						CemTie	
						WallTie	
						Single HeliBar	
						Twin HeliBar	
Project Name	16 Arun Street, Arundel, BN18 9DL						
Drawing Name	26436						
Drawn BY	AT	Date	13.08.2024	Scale	NTS		

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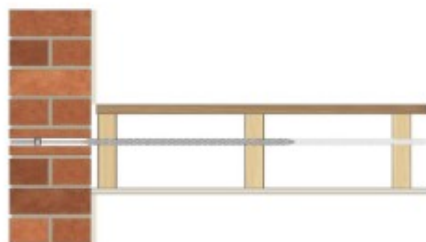
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BowTie



CemTie



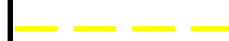
WallTie



Single
HeliBar



Twin
HeliBar



Project Name 16 Arun Street, Arundel, BN18 9DL

Drawing Name 26436

Drawn BY AT Date 13.08.2024

Scale NTS

AGREEMENT TERMS AND CONDITIONS

(Structural)

Updated: 25.04.2022



1) DEFINITIONS

The following expressions shall have the following meanings:

- a) 'The Company' means Preservation Treatments 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 any Warranties if applicable.

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.
 - 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.

AGREEMENT TERMS AND CONDITIONS

(Structural)

Updated: 25.04.2022



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 Warranties if applicable.
 - 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 areas 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 unlawful 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 BWPPA. 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.