

CONDITIONS OF CONTRACT

1. In carrying out any work in its report and quotation Catrake Limited (Catrake) reserves the right to make any reasonable modifications to the scope of the work, or to omit any part of it that proves impracticable. In this event Catrake may make such adjustment to the price as it considers to be reasonable in the circumstances.
2. All fixtures and fittings in working areas shall be removed by the client before commencement of work and afterwards repaired and replaced by the client all at the client's expense. To undertake the work Catrake may remove, at the client's expense, any fixtures and fittings not so removed. Catrake shall not be responsible for any damage done to any fixture or fitting (other than damage proved to be due to negligence on the part of Catrake, their employees or agents) and the client shall indemnify Catrake against any claim for such damage. The expression *fixtures and fittings* shall include without prejudice to its generality, appliances, pipes, radiators, heaters, wires, sockets and cables, plaster, decorations, floor coverings, kitchen units, sinks and drainers, shelves, furniture and furnishings.
3. The client will be responsible for any building/services work connected with the work undertaken by Catrake unless otherwise specified in the report and quotation and will also be responsible for removing appliances, furniture, floor coverings, carpets and other effects, including radiators and pipework, wall heaters, kitchen/sink units (including drainers) and any other wall mounted items preventing access to the work, before the work is to commence. Any furniture or effects left in rooms or buildings undergoing treatment remain there at the client's risk and Catrake accepts no responsibility for them.
4. Catrake does not accept responsibility for any failure to report on the state or condition of anything which was covered up or inaccessible at the time of its survey or which is in any part of the premises which Catrake has not inspected and the word 'limited' in the report indicates that such conditions have occurred.
5. The Catrake standard form of treatment guarantee (specimen copy available on request) can be assigned to any purchaser of the property. Catrake will make an administration charge for guarantee assignment. The rights conferred by this guarantee are in addition to any rights that the client may already have in common law or by statute. The guarantee offers free re-treatment during the guarantee period in the event of continuation or recurrence of infestation by wood-boring beetles or attack by wood rotting fungi in any of the timbers which Catrake has treated against such beetles and fungi, any recurrence of rising damp in the masonry that has been treated by Catrake, or failure of a wall tie installation. There are further guarantee conditions on the reverse of the guarantee document.
6. The owner of the property is responsible for ensuring standards of property maintenance (including sump pumps) that do not promote ingress of water/moisture or rainwater and do not cause risk of beetle infestation or fungal attacks to timber and masonry. Recommendations in the report must have been acted upon within one month of the report date, otherwise the efficacy of our work will be negated and the guarantee will become void.
7. Should the client request Catrake to re-inspect after completion of the work for any reason, a fee for such re-inspection will be charged by Catrake. This fee will be refundable to the client in the event of Catrake being proved to have been at fault in the carrying out of the work. In the event of a dispute and/or default on the contract or guarantee, by either parties, both parties shall have the option of arbitration by a third party, whose appointment is agreed by both parties.
8. Orders that are placed for work will be accepted as firm after 14 calendar days from the date of the order. If cancellation of the order occurs (for whatever reason), whether it be cancellation in full or partial cancellation after this time then a minimum charge of £100.00 or 10% of the contract value (whichever is the greater) plus VAT will be made to cover our set up and administration charges.
9. Accounts will be invoiced net of all discounts and Catrake reserves the right where the accounts are not paid in full within the agreed payment terms and/or on final demand to withhold issue of the guarantee and charge monthly interest at a rate of 8% above The Bank of Scotland Base Rate.

Catrake will only undertake work subject to these conditions. No employee of Catrake has any authority to waive or vary these conditions, or agree to other conditions without express authorisation in writing from the Catrake director.