

Joy Norris,  
Ilminster Town Clerk,  
Council Offices,  
Wharf St.,  
TA19 0DG

11th Sept 2018

**Re: Q10248 – Roof of the Market House**

Dear Joyce,

Further to our recent visit to look at the Market House, we confirm our findings and costs for the necessary roof work. **Prices are exclusive of VAT**, which would be 20% at present.

The outer sides of the roof are fairly good in that they are uneven, but not letting in water. There are a few slates need attending to on two elevations. We would attend to this from ladders and using harnesses, with barriers below to protect the public. The inner slopes would again need a few slates replacing as they are missing or broken and letting in water.

The cost to range over the entire roof and replace any slipped or broken slates would be **£1560**, which is substantially more than if a scaffold were in place.

There is a small weld required to the lead which is letting in. The cost would be **£43**

Scaffold and partial road closure would cost much more than this option to repair from ladders using harnesses, so has not been costed.

One of the inner slopes has insufficient head-lap to meet the usual standard for the area. To re-roof that elevation; including to strip, re-felt and batten to correct guage, re-slate using existing slates as far as possible allowing 15% replacement in similar slates to allow for additional and breakages, to re-bed the existing stone ridge tiles, would cost **£1980**

The cause of some of the slate damage is obviously that the hatch is heavy and is being taken off and rested on the slates below. We would suggest a much lighter arrangement and replacing the hinges, which are both broken. They are not substantial enough for the very heavy lead hatch. The cost for a replacement hatch frame made in lighter timber and with a zinc rather than lead cover and two stainless hinges would be **£1014**

Prices are valid for acceptance within 12 weeks without review and standard terms are attached.

We look forward to receiving your further instructions in due course.

Yours sincerely,

 RUSSELL

Director

TERMS & CONDITIONS (Revision Nov2010)

1. We undertake to carry out the works as described in the quote or agreed reference drawings and scope of works and specification documents referenced by your order confirmation or our quote.
2. We will execute the work with reasonable care and skill and to a reasonable standard. A suitably experienced sub-contractor or specialist may be appointed by us to conduct the work, as we deem necessary to fulfil your needs. Work performed by them would be controlled and quality assured by us. Written consent for this (ie. approval from you or your representative) will be obtained by us prior to their appointment, but only if you request it.
3. Payment for the work will be invoiced monthly and upon completion, based on a valuation of work done, site costs and materials, etc for the work done and will become due immediately or as per the agreed terms stated on the quotation or our order acknowledgement. Payment must be received by us within seven days of invoice or other agreed due date.
4. Where provisional sums are included in the quote, the actual figures will be included in valuations. These can be justified on request on the basis of hours spent including travel at the agreed rate or £25 per hour; plus materials, plant and other costs including delivery, all at cost plus 15% admin and profit.
5. In the event of a dispute over the valuation of work done, you may only withhold payment beyond the due date if you have given us notice that you intend to withhold an amount and given us written details of the specific items and reasons for withholding payment against each. The sum to be withheld must be appropriate and reasonable to the item of concern. The agreed payment sum may not be withheld by reason of any unrelated claim against us, delays, snags or query on your account, nor because grant money, insurance payout or other funding is not available at that time.
6. You must pay us compound interest on any sum remaining unpaid after the due date. Interest will be at a rate of 5% above Barclays Bank plc base rate at the period interest is due. If sums are overdue, further services may be suspended or terminated at our discretion, upon written notice.
7. In case of invoice queries you agree to seek to resolve these at the earliest opportunity, by urgent attention from both of us. The original due date for payment will remain effective.
8. We will agree with you a start date and the timescale for the work at your request. We ask that you advise us at the outset of our involvement, of any constraints in terms of budget, timescale, interruptions to access, priorities for work, etc. We will then endeavour to work to, but cannot warrant delivery of services to the agreed timescale targets. This does not make time of the essence.
9. You will extend the contract period by a reasonable period to take into account any of the following:
  - a. Your delays in providing information or instructions relating to the work, changes to the work, choices of materials, etc.
  - b. If the contract is suspended.
  - c. If the work is obstructed by any matter which we do not control.
  - d. Weather conditions which delay us or prevent us from continuing consistently with the work. This could include days after inappropriate weather whilst infill jobs are completed. Also days which are forecast to be inappropriate weather, but subsequently would have been suitable must be allowed for.
10. You agree to make the site available to us from the start date and for the duration of the works or on dates as agreed between us in advance and as work progresses. You must remove any items agreed in advance from site prior to the start date and for the duration of the work. You must confirm in writing any limits on how or when the site can be used, eg working hours.
11. You will resolve queries, make necessary decisions and give approvals as necessary, to enable reasonably unimpeded progress of work.
12. Unless agreed elsewhere you must get all the necessary consents, including planning and building control permissions and sign-offs, keep to the conditions and pay the fees due. If you fail to keep to this condition you must pay to us any damages or losses we suffer.
13. Materials supplied by us will be of satisfactory quality and fit for their normal purposes. They will be as described in the design documents provided by you or described by you. Any special purposes for any materials should be confirmed to us in advance in writing.
14. You won't own the materials delivered to site for the work until they are paid for. They will become your responsibility when the goods are delivered to your site or premises. Excess materials delivered to ensure there is enough for the work will not belong to you. Items removed from the building will be yours to have or dispose of unless it is included in our quote or your specification for us to dispose of or cart away. Any salvage value in that instance will have been included in our price.
15. All the information reasonably necessary for the provision of the services will be provided by you, without charge, prior to the start of works and as reasonably required during the works, in order to enable unimpeded progress. Information must be provided with sufficient time to allow the necessary preparation for works, including ordering of materials, equipment, preparation of health and safety risk assessment and consequent precautionary actions, etc. The work period we originally agreed will often need to be extended accordingly.
16. You are responsible for the details in the documents including that all legal requirements are met and that the details are fit for the intended purpose.
17. We are not responsible for the design or details in the documents being fit for purpose unless we prepared those documents. We are obliged simply to build to the details shown in those documents.
18. If you want to change the scope or specification of the work, you must confirm the changes in writing. We will adjust the price accordingly and reasonably based on the cost of the revised design, plus any costs incurred in making the change. Eg wasted time or materials, extra travelling, waiting time or loss. Ideally we will agree this in advance of proceeding, but if not practical then later in writing or by referring to similar work in the pricing documents.
19. We will not vary or omit anything from the services without the prior knowledge and consent of you or your authorised representative except in an emergency, in which case we will inform them at the earliest opportunity.

20. We will carry out any change instructed by local authority or public utility officer after notifying you. If in that case you can change that instruction and still meet your obligations then you may do so, but only if you tell us before we have started with the change. This must be in writing. The price will change accordingly.
21. Except where you have made an arrangement with us, copyright remains with us for all designs, drawings, images, documents and intellectual property provided by us. Without other arrangement, license will be granted to use the same only on the site to which the contract between us relates, and upon settlement of the agreed payment for the work.
22. We will insure the work against loss or damage to the work until practical completion or you end our employment, whichever comes first. During the same period and if it is as a result of our negligence, we will insure for losses you have to pay as a result of your legal liability for loss or damage to any property of another person. We will insure against loss or damage to the existing structures only if that is caused by our negligence. You are responsible for insuring the existing structure and contents against loss or damage and you should inform your insurers of the work.
23. You can end the contract in any of the following circumstances:
  - a. if without reasonable cause we stop work for 14 days in a row or we fail to work steadily and you send us a written notice telling us to restart work or work steadily and we do not comply within seven days.
  - b. We become bankrupt, are wound-up, go into liquidation or make a composition with our creditors.Our legal rights and remedies would be unaffected
24. We can suspend or end the contract without affecting our other legal rights and remedies in one or more of the following circumstances:
  - a. If you fail to pay an agreed interim or final bill and still fail to pay seven days after receiving written notice asking for payment.
  - b. If you go bankrupt, go into liquidation or make a composition or arrangement with your creditors.
  - c. If you, anyone you employ or your agent interfere with or obstruct the work or fail to make the site available to us during the contract period and fail to resolve this seven days after receiving written notice.If we choose to suspend the contract we can still end the contract if you are still at fault.  
We will be entitled to all relevant payments for invoices, costs involved in ending or suspending the contract and any losses we incur in ending or suspending the contract.
25. Should work be suspended at your request, or delayed through your default, we will then be entitled to payment for work already carried out, materials and other costs incurred, including storage. If you subsequently wish to resume services, you will be responsible for expenses and cost reasonably incurred as a result.
26. If a dispute arises which we cannot resolve between us, then we agree that either party may refer the matter to an adjudicator from or recommended by a body such as RIBA, RICS, CIOB or take court action.
27. The contract is governed by English law and both parties submit to the jurisdiction of the English courts.
28. No addition to or variation of these conditions will be binding unless specifically agreed in writing and signed by a director of ~~Arbel Conservation Ltd~~. No other person has authority so to do.