

TERMS & CONDITIONS

Registered in Scotland SC679062
Registered Office: Paxton House, 11 Woodside Crescent, Glasgow, G3 7UL
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1. BASIS OF CONTRACT

1.1 These Terms & Conditions apply to all surveys, inspections, reports, damp proofing works, timber treatments, dry rot treatments, tanking systems, cavity membrane systems, plaster removal, reinstatement works and associated services (“Works”) provided by Matheson Damp Services Ltd (“the Company”).

1.2 A binding contract is formed when the Client accepts the Company’s written Estimate in writing, including electronic acceptance.

1.3 All Estimates remain valid for thirty (30) days from the date of issue unless otherwise stated. After this period the Company reserves the right to amend, withdraw or reissue the Estimate and may require reinspection.

1.4 No verbal representations, site discussions, third-party reports or estate agent particulars shall form part of the contract unless confirmed in writing by the Operations Manager or a Director of the Company.

1.5 In accepting the Estimate and instructing the Company to proceed, the Client shall be deemed to have personally accepted these Terms & Conditions and undertaken responsibility to pay all sums due immediately upon completion of the agreed Works.

1.6 The Client confirms they are legally entitled to instruct works at the Property.

2. ESTIMATES, SURVEYS & LIMITATIONS

2.1 Surveys are visual and non-invasive unless expressly agreed otherwise in writing.

2.2 The Company does not remove fitted kitchens, bathroom suites, floor coverings, heavy furniture, wardrobes, boxing-in, chimney structures, fixed panelling or other obstructions during survey.

2.3 Areas concealed or obstructed at the time of inspection are excluded from assessment.

2.4 The extent of dampness, fungal decay, insect infestation or structural weakness may not be fully identifiable until plaster and finishes are removed.

2.5 Estimates assume:

- Plaster thickness does not exceed approximately 25mm unless stated;
- Wall finishing is made of plaster (i.e. not concrete etc);
- Walls are of standard brick or stone construction;
- No concealed structural instability exists;
- No abnormal bonding defects are present;
- No embedded steelwork deterioration exists;
- No asbestos-containing materials are present;
- Ground levels and external bridging are as observed at the time of survey.

2.6 External defects including but not limited to defective gutters, downpipes, roofing, pointing, cracked render, blocked drainage, high external ground levels, inadequate ventilation or cavity wall bridging remain the Client’s responsibility.

2.7 Failure to rectify such defects may compromise the effectiveness of the Works and may invalidate any Guarantee.

2.8 Where works are instructed based on third-party reports, the Company accepts no responsibility for inaccuracies within those reports.

2.9 If unforeseen defects, concealed decay, hidden services or structural instability are discovered after commencement, works may be suspended and a revised Estimate issued. No additional works will proceed without written approval.

2.10 If the company determines after work has commenced that a change in the treatment method is necessary to ensure the most effective barrier against water penetration, they will provide guidance and discuss the adjustments with the client.

2.11 Our estimates are based on the scope of work provided rather than the time taken, we offer an estimated timeframe as a guideline.

2.12 If the client requests any variation to the agreed works after acceptance of the estimate or commencement of works, we will reassess the scope, cost, materials, and timeframe. Any such variation will be subject to written agreement by the client prior to the works being carried out. Additional costs and delays arising from the variation will be chargeable to the client.

2.13 If specialist tools, plant, access equipment or safety systems become reasonably necessary due to concealed conditions not identifiable at survey, the Client will be informed and associated costs agreed prior to continuation.

3. PRE-REMEDIAL REPAIRS

3.1 The Client must ensure all necessary internal and external repairs are completed prior to commencement of the Works by a qualified contractor.

3.2 Such repairs may include but are not limited to:

- Repair or replacement of defective gutters and downpipes;
- Repair of leaking roofs;
- Rectification of plumbing leaks;
- Repointing defective brickwork;
- Lowering raised ground levels;
- Removal of cavity wall insulation causing bridging;
- Repair of cracked render;
- Installation or repair of ventilation systems.

3.3 Where essential repairs have not been completed, the Company reserves the right to delay or suspend Works.

3.4 Failure to complete necessary repairs may invalidate any Guarantee issued.

3.5 Where repairs fall outside the Company's scope, the Client must appoint and pay for suitably qualified contractors.

4. CLIENT PREPARATION & ACCESS

4.1 The Client must provide safe and unobstructed access, adequate lighting, live electricity and water supply.

4.2 Furniture and belongings must be removed a minimum of 2.5 metres from treatment walls.

4.3 Radiators, shelving, fitted units, curtain poles and wall-mounted items must be removed where instructed.

4.4 Where such items remain in place, treatments may be limited to accessible areas only. If the Client later removes these obstructions and requests additional treatment, further charges will apply.

4.5 Failure to prepare adequately may result in delay charges of £80 + VAT per hour or £500 + VAT per day where commencement is prevented.

4.6 Cancellation within two working days of commencement incurs a £500 + VAT charge.

5. DUST, VIBRATION & DISTURBANCE

5.1 Damp proofing and plaster removal involve mechanical breaking out and drilling, generating dust, vibration and noise.

5.2 The treatment area shall be deemed a restricted work zone during active operations. The Client is responsible for ensuring that no occupants, tenants, visitors or third parties enter that area while works are underway.

(a) Where the Company is undertaking works as a subcontractor or specialist contractor, this restriction shall also apply to all other contractors, trades, site personnel or operatives working at the Property. The treatment area must be made available exclusively to the Company during active operations unless otherwise agreed in advance with the Company's operatives.

5.3 The Company shall not be liable for any injury, health impact, hearing disturbance, dust inhalation or related loss suffered by any person who enters the restricted work zone during active works contrary to the instructions of the Company's operatives, save where such injury or loss arises from the Company's failure to exercise reasonable care and skill.

5.4 Whilst all reasonable precautions will be taken to avoid the spread of dust from the work area and our team cleans after work; it is inevitable that the property will require further cleaning works by the client upon completion of works.

5.5 Protective door covers may be secured using tape which may remove decorative finishes upon removal.

5.6 We will not accept responsibility for damage which may be caused to adjacent or adjoining walls or objects in near proximity to areas which may be affected by vibrations during remedial works.

5.7 There is always a risk of incidental damage to interior decorations and paint during the treatment.

5.8 The Company shall not be liable for minor cracking, cosmetic disturbance, surface damage or vibration-related movement arising as a natural and unavoidable consequence of the Works, save where such damage arises from the Company's failure to exercise reasonable care and skill.

6. ELECTRICAL, DATA & PIPEWORK

6.1 The Company is not responsible for electrical, plumbing or telecommunications systems.

6.2 Opening up works may expose hidden wiring, pipework, internet cabling, alarm systems or CCTV cabling.

6.3 While reasonable care is exercised, concealed services cannot always be identified.

6.4 The Company shall not be liable for damage to concealed services unless caused by failure to exercise reasonable care and skill.

6.5 Upon removal of plasterboard from a cavity wall, void, or hollow area, if electrical wires or pipe work are discovered that prevent the team from safely or effectively carrying out the required treatment, we will notify the customer immediately.

6.6 Where such circumstances require works to pause or be rescheduled, any additional attendance or return visits required shall be chargeable at the Company's standard rates.

6.7 Our team will unscrew any sockets on a treatment wall and refit them once the work is finished. However, sockets, back boxes and wiring may be weakened by damp, age, or previous installation issues, and may break or become loose during removal.

6.8 In some cases, the wall may need to be built out as part of the treatment, which can make it difficult to refit a socket so that it sits correctly. This is a necessary consequence of achieving a sound substrate.

6.9 Our team will try their best to reinstate the sockets, however this is not always possible.

6.10 Routers and any other sensitive electrical equipment must be removed from the working area before we start. We do not reinstall these.

6.11 We accept no liability for:

- Damaged back boxes;
- Short or brittle wiring;
- Corroded cables;
- Pipe leaks discovered during works;
- Damage to internet or alarm cables;
- Failure of pre-existing electrical systems.

6.12 The Client must appoint and pay for qualified contractors to remedy such issues.

7. SKIRTING BOARDS, JOINERY & FIXED TIMBER FINISHES

7.1 Skirting boards and other fixed joinery attached to treatment walls must be removed by the Client prior to commencement of the Works unless their removal is included within the Estimate.

7.2 For the purposes of this clause, "joinery" includes (but is not limited to):

- Skirting boards
- Door facings and architraves
- Door frames and linings
- Timber panelling
- Timber wall linings
- Decorative mouldings
- Built-in timber trim or finishings fixed to affected walls

7.3 Where removal of such items is included within the Estimate and undertaken by the Company:

- Care will be taken;
- No guarantee of condition upon removal;
- No replacement supply included;
- Refixing only if structurally sound and suitable for reinstatement;
- No filling, sanding, finishing or decorating is included.

7.4 Damp-affected, aged or previously disturbed timber may break during removal due to pre-existing deterioration. The Company accepts no liability for aesthetic mismatch, shrinkage gaps, minor cracking or damage arising from the condition of the materials themselves.

7.5 If any skirting boards or joinery are deemed unsuitable for refitting due to decay, weakness, distortion or damage, the Client shall be responsible for arranging and paying for suitable replacements.

7.6 Only timber skirtings and timber joinery will be considered for refitting, and only where deemed structurally sound by the Company. We are not responsible to reinstate non-timber skirtings, i.e. tiles, concrete etc.

8. STRUCTURALLY UNSTABLE MATERIALS AND STRUCTURAL RISK

8.1 Acknowledgement of Structural Risk

The Client acknowledges that dampness, prolonged moisture, fungal decay (including dry rot and wet rot), timber infestation and age-related deterioration may cause parts of the Property to become structurally weakened, unstable or unsafe.

Structural elements may include (without limitation):

- Ceiling and roof structures
- Floor joists and subfloor timbers
- Load-bearing walls
- Lintels
- Masonry and stonework
- Chimney breasts
- Concealed structural supports
- Timbers affected by fungal growth or mycelium

Our services relate to damp proofing and timber treatment, not structural engineering or structural reconstruction unless expressly agreed in writing.

8.2 Discovery of Structural Instability

If, before or during the Works, we reasonably believe that any area is structurally unsafe or materially weakened, we will:

- (a) Immediately suspend works in that area;
- (b) Inform the Client as soon as reasonably practicable;
- (c) Explain the nature of the concern;
- (d) Advise whether the issue appears to fall within or outside our scope of services.

Suspension for safety reasons shall not constitute breach of contract.

8.3 Where Structural Repairs Are Outside Our Scope

Where structural repair, reinforcement, redesign or certification is required and falls outside our professional competence or insurance cover:

1. The Client must appoint a suitably qualified structural engineer or specialist contractor at their own cost.
2. We shall not be responsible for the cost of such third-party works.
3. We shall not be liable for delays caused by the need for structural assessment or repair.
4. Works will not recommence until the affected area has been made structurally safe.

We accept no responsibility for the workmanship, advice or performance of third-party contractors engaged by the Client.

8.4 Where Structural Works Can Be Undertaken by Us

If the required remedial works fall within the services we are competent and insured to provide, we will:

- Provide a written revised estimate;
- Detail additional labour, materials and timescales;
- Obtain written approval before proceeding.

No additional works will be carried out without the Client's agreement to revised costs.

8.5 Pre-Existing Structural Weakness

The Client acknowledges that where materials are already weakened due to rot, decay, infestation, movement or long-term damp exposure, remedial works may expose or reveal instability.

We shall not be liable for:

- Collapse of previously weakened materials;
- Cracking arising from inherent structural weakness;

- Exposure of concealed defects not reasonably identifiable at survey;
- Failure of elements already structurally compromised,

except where such damage is caused by our failure to exercise reasonable care and skill.

Nothing in this clause excludes or limits liability for death or personal injury caused by negligence.

8.6 No Structural Report or Warranty

Unless expressly agreed in writing, we do not provide structural engineering advice, structural certification or structural warranty.

Any comments made by our surveyor regarding structural condition are observational only and do not constitute a structural survey.

The Client is advised to obtain independent structural advice where concerns exist.

8.7 Unsafe Working Conditions

If our technicians reasonably consider an area unsafe due to structural instability, we reserve the right to:

- Refuse to work in that area;
- Suspend works;
- Withdraw from site until safety concerns are resolved.

Any additional visits required once the area is made safe may be chargeable.

9. TIMBER ROT / INFESTATION QUOTES

9.1 An initial estimate for timber rot or infestation will be provided based on the areas accessible during survey. We are unable to comment on the condition of any concealed and inaccessible built-in timbers. Quotations are based on visible evidence only.

9.2 Due to the unpredictable nature of timber rot and infestation, we cannot guarantee that the issue has not extended beyond the initially estimated area. Damage may extend beyond visible timber and through masonry or concealed voids.

9.3 Where timber treatment relates to floors or ceilings adjoining neighbouring properties, the Client is responsible for arranging communication and access with the adjoining owner.

9.4 Works cannot commence, or may be suspended, until appropriate access or cooperation has been secured. The Company shall not be liable for any delay, additional cost or programme disruption arising from failure to obtain such cooperation.

9.5 Existing timber rot or related defects may be discovered, after the commencement of work of our services (e.g., penetrating damp).

9.6 Additional spread discovered during works may require extended treatment at additional cost subject to approval by the client.

10. FIREPLACES & CHIMNEY BREASTS

10.1 Fireplaces and chimney breasts may contain concealed voids, debris infill or unstable masonry. Hidden instability may only become apparent once works commence and may require additional works subject to approval by the client.

10.2 If our team uncovers a dormant fireplace during the removal of existing plaster, they will inform you of any necessary adjustments to the treatment plan.

10.3 Due to the uneven brickwork which can be found in older fireplaces, some loss of wall depth may occur as our team works to achieve a flat and even finish. This is a necessary consequence of achieving a sound substrate.

10.4 For existing fireplaces, we will treat the area for dampness; however, it is the client's responsibility to ensure that the area is appropriately prepared and treated to meet fire safety requirements.

11. WASTE REMOVAL

11.1 The Company will remove waste generated by the Works where reasonably practicable.

11.2 However, due to the substantial weight of plaster removed from the damaged walls, it may not be possible for the Company to transport all bagged waste from the property.

11.3 To ensure the safety of our staff and prevent overloading our work vehicles, any remaining waste may require collection by our waste contractor at an additional cost.

12. AFTERCARE & DRYING

12.1 Treated walls require adequate natural drying time. Complete drying out depends on the wall thickness and its porosity, the quantity of moisture and the ventilation over the surface of the walls. Following the treatment, the wall will contain a considerable amount of residual moisture that needs time to dry out completely.

12.2 Drying may take approximately one month per 25mm wall thickness.

12.3 Dehumidifiers, heaters or forced drying may cause cracking and invalidate guarantee.

12.4 Hair line cracking of the setting coat may occur after re plastering has been carried out. This will not present a problem regarding the efficiency of the new plaster and should be made good when decorating.

12.5 Redecoration should not be attempted until the preservation has dried thoroughly.

(a) Wallpapering must not be carried out within a minimum of 12-months.

(b) Painting must not be carried out within a minimum of 4–6 weeks of completion. Only breathable water-based emulsion should be applied during initial redecoration.

(c) Non-compliance may void the Guarantee.

12.6 Failure to follow aftercare guidance voids guarantee.

12.7 Estimates for remedial treatment submitted by us do not allow for redecoration

13. GUARANTEE

13.1 The Guarantee extends only to areas treated by the Company.

13.2 It does not apply to abutting walls or plaster/render carried out by others.

13.3 Where inset timbers remain, the Guarantee does not apply to timber/plaster junctions unless a physical damp proof membrane is installed.

13.4 The Guarantee excludes defects arising from external issues, structural movement, plumbing leaks, flooding, mechanical damage, alterations, lack of maintenance or any failure to maintain the Property in a watertight and properly ventilated condition.

13.5 The Company's systems must not be punctured, bridged or otherwise interfered with by construction, building or other works without prior written consent.

13.6 Failure to follow the Company's aftercare instructions or to maintain the Property in accordance with Clause 13.4 may invalidate the Guarantee.

13.7 Guarantee is issued only after full cleared payment.

14. SUBCONTRACT & COMMERCIAL WORKS

14.1 Where the Company undertakes works as a subcontractor or specialist contractor for a principal contractor, developer, building contractor, facilities management company, property management company, or commercial organisation, the contractual Client shall be deemed to be the instructing party with the Company and not the property owner, occupier, tenant, or end user of the premises.

14.2 The Company shall carry out its works in accordance with the agreed specification and within the areas made available to it. The Company shall not be responsible for defects, dampness, moisture ingress, or building failures arising from structural defects, design faults, external building conditions, plumbing leaks, roof defects, or works carried out by other contractors.

14.3 The Company's works are dependent upon the treatment areas being suitably prepared, accessible, and ready for treatment. Where delays arise due to incomplete preparatory works, restricted access, unfinished construction works, or delays caused by other trades, the Company reserves the right to reschedule the works and may apply additional charges where return visits, additional labour, or extended time on site are required.

14.4 Where works are undertaken within commercial premises, industrial sites, operational workplaces, or secure facilities, access to the treatment areas must be arranged by the Client or site operator. The Company shall not be responsible for delays, aborted visits, or additional costs arising from restricted access, security procedures, or operational constraints imposed by the premises.

(a) The Company shall not be responsible for delays, contamination of treatments, or damage arising where the restricted work zone is entered or interfered with by others during active works.

14.5 The Company will comply with reasonable site rules and health and safety procedures in force at the premises. However, overall site management, coordination of trades, and site safety compliance remain the responsibility of the principal contractor or site operator.

14.6 Unless otherwise agreed in writing prior to commencement of works, the Company's standard payment terms shall apply to subcontract works. Payment shall not be conditional upon the Client receiving payment from any third party, employer, or contract administrator.

14.7 Any guarantees provided by the Company apply solely to the damp proofing or associated treatments carried out by the Company and do not extend to defects arising from structural movement, subsequent building works, design defects, or works undertaken by other contractors before or after the Company's treatment.

15. PAYMENT TERMS

15.1 A deposit of 40% of the total Estimate is required prior to commencement of the Works. The deposit secures a booking slot, allocates labour and covers administrative and preparatory costs.

(a) Where the Client cancels after acceptance of the Estimate, the deposit may be retained to cover such costs.

(b) Where cancellation occurs within the statutory cooling-off period and no Works have commenced and no materials have been ordered or committed, the deposit shall be refunded.

(c) Where the Client requests commencement of the Works within the cooling-off period, the Client shall be liable for the proportion of Works completed and materials supplied up to the date of cancellation.

15.2 The balance is due immediately upon completion.

(a) For the purposes of these Terms, completion shall mean the point at which the Company has substantially completed the agreed Works in accordance with the Estimate. Minor snagging items, drying time or cosmetic finishing shall not prevent completion for payment purposes.

15.3 Late payments will accrue interest at 1% above the Bank of England base rate.

15.4 In the event of non-payment, the Company reserves the right to pursue recovery through the Scottish Courts.

15.5 Statutory recovery costs apply.

16. CONSUMER CANCELLATION RIGHTS

16.1 Where the Client is a consumer and the contract is made off-premises or at distance, a 14-day cancellation right applies.

16.2 Cancellation must be in writing.

16.3 If Works have not commenced, sums paid will be refunded.

16.4 If early commencement is requested, the Client acknowledges that cancellation rights may be lost once fully performed and proportionate charges apply if partially completed.

17. COMPLAINTS PROCEDURE

17.1 The Company is committed to resolving any concerns promptly and fairly.

17.2 Any complaint must be submitted in writing within 14 days of the issue arising, setting out full details of the concern.

17.3 The Company will acknowledge the complaint within 5 working days and will investigate the matter.

17.4 The Client shall provide reasonable access to the Property to allow inspection of the alleged issue before arranging third-party works.

17.5 The Company shall be given a reasonable opportunity to inspect and, where appropriate, remedy any substantiated defect.

17.6 Nothing in this clause prevents either party from pursuing legal remedies where necessary.

18. LIMITATION OF LIABILITY

18.1 The Company shall exercise reasonable care and skill.

18.2 Nothing excludes liability for death or personal injury caused by negligence.

18.3 Subject to clause 16.2, total liability shall not exceed the lower of:

- The contract price paid; or
- £10,000.

18.4 The Company shall not be liable for loss of profit, loss of rent, alternative accommodation costs, business interruption or indirect or consequential loss.

19. GOVERNING LAW

19.1 These Terms are governed by Scottish Law.

19.2 Disputes shall be subject to the exclusive jurisdiction of the Scottish Courts.