



Proven knowledge,
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Cavity wall tie corrosion specialists

Cintec grouted anchor installers

Crack stitching

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www.bricktie.co.uk

Mr Harrison
The Old Chapel
Main Street
Harpham
Drifffield
YO25 4QY

5th February 2021

Our Ref: PG/BT19497

Dear Mr Harrison,

RE: - **Harpham & Lowthorpe Village Hall, Station Road, Harpham, Drifffield, YO25 4QZ**

Thank you for your instructions. As requested I have visited the above property on the 4th February 2021 in order to carry out an inspection in regard to corrosion of cavity wall tie irons only. The inspection is not a structural survey and is confined solely to the condition of the existing wall ties.

For the purpose of identification the front of the property is deemed to overlook the road, and areas are defined left and right as facing the front elevation from the outside.

The property is a substantial pre-war detached village hall, constructed in cavity brickwork. I understand that it was built in 1933. In 1990 The Building Research establishment (BRE), published data, which predicted that by 1979, half of wall ties installed in pre-war structures would have failed protective coatings, allowing them to corrode.

Existing ties were located with the aid of a metal detector and an inspection carried out using an optical boroscope. On completion of the inspection all inspection holes were carefully made good using moisture resistant mastic.

The existing ties were noted to be of the galvanised fishtail type.

Of the 11 (approximate) ties inspected, all showed a varying degree of corrosion levels, ranging from early stages of zinc oxide corrosion to severe corrosion and total failure; resulting in fracturing of ties. Here's a link to a short video on the levels of corrosion used when [assessing wall tie condition](#).

I can also confirm there is low installation density of ties installed to all elevations. I would expect to locate ties at regular intervals, however in this case the ties are widely spread out.



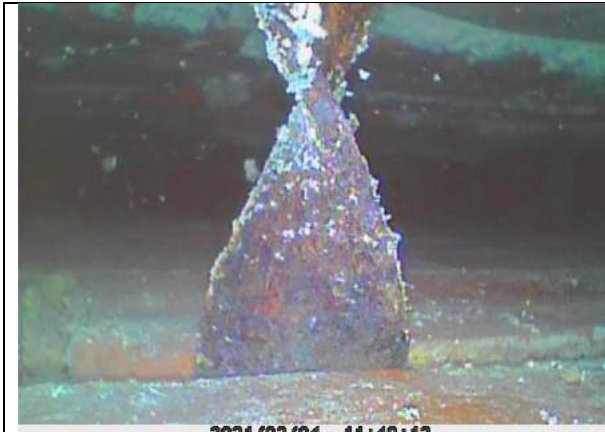


Fig 1: Boroscope view of advanced corroding tie inspected to the front gable.



Fig 2: Severely corroding tie to the front gable.



Fig 3: Early stages of red rust corrosion – left wall.



Fig 4: Early stages of corrosion – left wall.



Fig 5: Advanced stages of red rust corrosion - left wall.

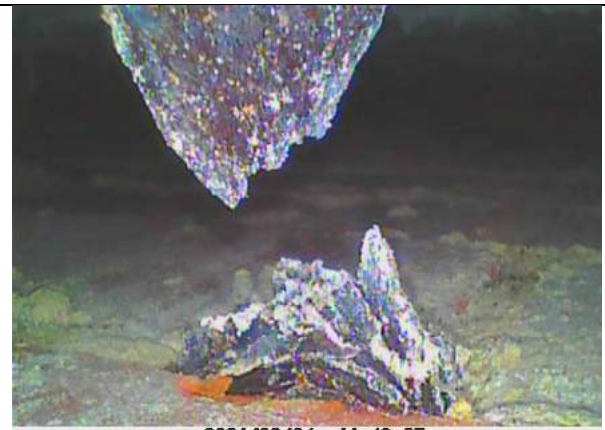


Fig 6: Total failure of tie – rear gable.



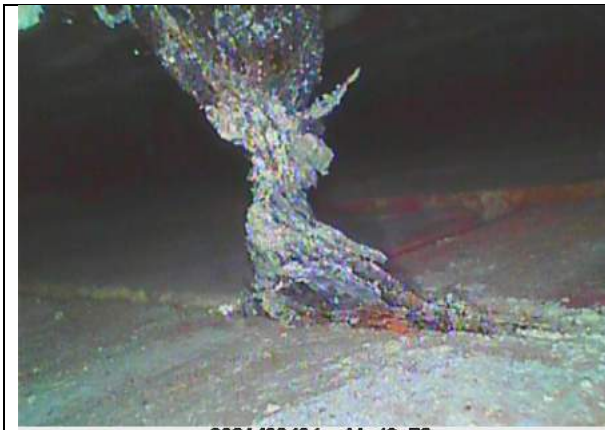


Fig 7: Severely corroding tie - rear gable.



Fig 8: Advanced red rust corrosion – rear gable.

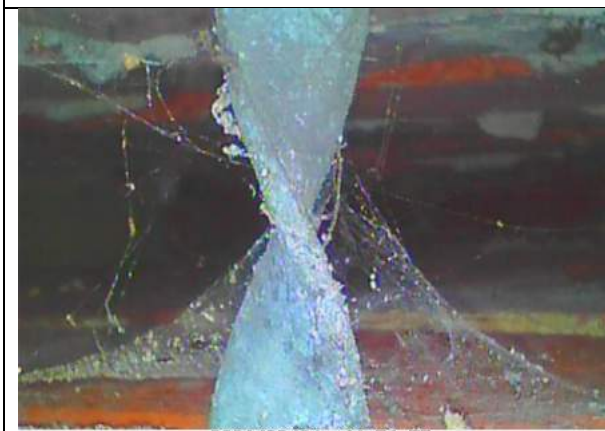


Fig 9: Early stages of corrosion – right wall.



Fig 10: Early stages of corrosion – right wall.



Fig 11: View of outer section of fishtail tie showing signs of corrosion (right wall) – brick removed prior to my visit.

**It is important to bear in mind that a boroscope will only reveal parts of a wall tie crossing the cavity between the two brick skins. BRE guidance offers advice, that in practice the section of metal tie embedded in the outer leaf will usually be obscured from view and probably at a more advanced stage of corrosion, than that seen in the cavity. This is because the metal in the outer leaf will remain wet for longer during rainfall.*

Horizontal cracking

I noted horizontal cracking to some areas (see figs 12, 13 & 14). This type of cracking is associated with advanced corrosion of large section fishtail type ties. The corrosion process produces thickening of the metal ties, and as the original ties are generally laid in rows, the combined effects of this expansion is sufficient to break the bond between the brickwork and the mortar. These cracks, in effect separate the wall into independent horizontal bands; the



wall is no longer acting as a single panel. Loss of continuity weakens the wall considerably and the situation can worsen quite quickly, as the cracks are an indication that the wall-tie corrosion is in its later stages. Furthermore, the presence of these cracks actually speeds up the rusting process by allowing rainwater to penetrate into the tie bearing bed-joints. Treatment should be carried out without delay so that cracking will cease and the wall can be secured.

Our quotation includes for the work, which is necessary to stop further horizontal cracking. If you would like to know more about the relationship between wall tie corrosion and horizontal cracking, there is a technical guide on our [web site](#).

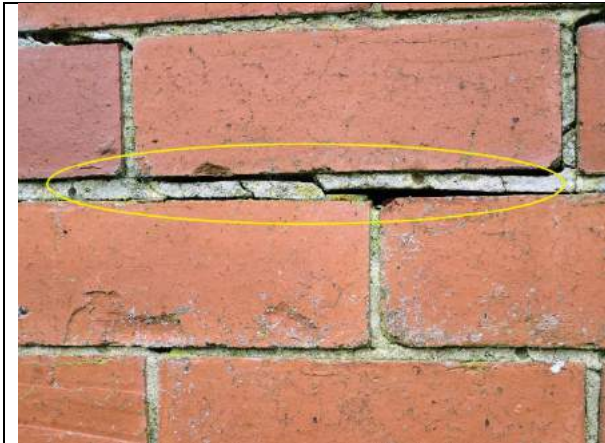


Fig 12: Corrosion induced expansion cracking occurring to the front gable wall (the isolation technique allowed for within our quotation will ensure that no further external leaf expansion cracking occurs).



Fig 13: Corrosion induced expansion cracking to the rear gable wall.

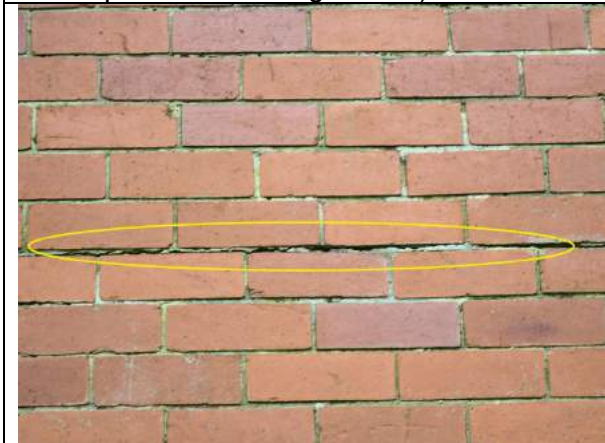


Fig 14: Corrosion induced expansion cracking to the rear gable wall.

Special note

Clearly the worst affected ties are to the front and rear gable walls. As requested by you, I have provided 2 separate quotations as follows:

1. Carry out works to the front and rear gable walls only.
2. Carry out works to all elevations.



Treatment recommended

Before reaching my conclusions I have consulted **Building Research Establishment** digest No.401: (January 1995) - "Replacing Wall Ties". I have used the "*Visual grading of the condition of steel ties*", and the "*Recommended action on the basis of tie condition*" tables within BRE 401 to reach a diagnosis.

In the light of the above guidance, taken together with my site observations I recommend FULL WALL TIE REPLACEMENT is undertaken to all external cavity walled elevations. The following specification is designed to comply with the requirements of BRE No 329 (2000 revision). A fixed price quotation is enclosed for the work.

Full Wall Tie Replacement Specification

The quotation includes:

1. Complete a pre-start inspection of all accessible walls (inside and out). This is crucial in order to maintain our health and safety risk assessments and for you, your family and your property's protection.
2. Erect mobile tower scaffold and ladders as needed to do this safely, (our staff have recognized training and certification to do this - PASMA).
3. Locate the existing rusting ties using metal detection and mark their position for treatment.
4. Install the new remedial tie system. The ties are selected taking into account the type of wall, width of cavity and masonry type. In order to reduce cavity contamination and vibration, where it is practicable to do so, holes will be drilled in bed-joints, rather than through the face of bricks or stones. The position and spacing of the ties will comply with the requirements of BRE digest 329 and 401. For a detailed explanation of the type of wall ties used and how we specify them [watch this video](#).
5. Carry out random 'pull-out' testing of the new ties to a minimum 1.1kN using independently calibrated tension equipment. Written and digital records of these tests will be taken. These can be viewed by you on request. (Please feel free to attend witness them, and view the calibration certificates, which validate the accuracy of the gauge readings).
6. Carry out structural isolation of the original rusting ties in order to ensure that no further external leaf expansion cracking occurs. Methods include grinding back the ties and chisel isolation as deemed practical on site.
7. Repair the holes drilled during tie installation and any bed-joint mortar removed during treatment. Removal of scaffold and equipment, leaving the area clean and tidy. Any debris we create will be disposed of by us in accordance with our environmental policy (we are licensed waste carriers – please ask to see our licence).

Special note

Installation of a new remedial wall tie system replaces the structural function of the original rusting wall ties, however it will do nothing to alleviate or reduce cracking caused by the rusting items. In view of this the quotation and the above specification includes for the necessary works to locate the original ties in the external leaf bed-joint. Our technicians will



structurally isolate them from contact with the external masonry. This part of the work is essential in order to alleviate cracking.

Brick-Tie use advanced installation and testing methods, so that your new remedial wall tie system can be installed in the joints between the bricks or stones. This avoids the unsightly 'polka-dot' effect, which is often left when wall ties are installed through the face of bricks and stones. It also reduces our technicians' exposure to potentially harmful vibration. This process takes a little longer than 'standard' methods. In rare cases the bed-joints may be too soft for this method to be used, in which case the system will be installed through the face of the bricks.

Insulation

The property does not have cavity wall insulation. Whilst insulation is useful, it should never be installed prior to undertaking remedial wall tie works; Installing remedial wall ties in properties that already have cavity fill insulation present is much more time consuming and expensive and will invalidate any warranties issued by the insulators. If you are planning on installing cavity wall insulation in the near future, the wall tie works should proceed prior to this.

Our joint responsibility for waste disposal and environmental management

All the debris created during the work will be removed by us. It will be sorted and any materials suitable for recycling will be separated. This includes any recyclable material packaging such as boxes and cartons. The remainder will be transported to a licensed site for safe disposal by energy recovery or land-fill. We are licensed to do this (certificate of registration under regulation 28 of Waste (England and Wales) Regulations 2011 Reg N° CBDU118001). Our certificate renewal date is 5th July 2022.

'Fly-tipping' is a growing problem, caused by irresponsible contractors trying to avoid paying for waste disposal. Under current legislation, the Environment Agency and local councils have prosecuted individuals as well companies, where rubbish and waste created on their projects has been fly-tipped by unscrupulous contractors they unwittingly used.

Responsible management of these issues is a necessary expense, including 'land-fill' tax and transport. We show the cost separately so that you can show that you have fulfilled your responsibilities under the law. You can decline the cost of waste disposal and arrange this yourself using any licenced operator – just cross out the waste disposal fee from the quotation. However, we will require copies of the waste transfer notes from your chosen waste carrier, because otherwise we could be held in breach of the above regulations.

Work at height and the use of mobile aluminium towers

Having assessed the risks presented by the work at height, I can confirm that the project can be safely completed using mobile self-erected tower scaffold. This offers a saving, when compared to a traditional fixed 'tube and fit' type scaffold. We are qualified to erect these systems via the national PASMA competence scheme. We will dismantle the scaffold daily so it is not left overnight, where it would otherwise present a security risk. The cost of the hire, delivery, erection and dismantling of it is shown separately.

Safety

Falls from height is the biggest killer in construction. CHAS (Construction Health & Safety accreditation) is an independent scheme, accredited by the government. It scrutinises building company's health & Safety procedures. Only contractors who fulfil strict criteria are



able to display the CHAS logo. This is important to you because the HSE have brought prosecutions where workmen they employ have been hurt on their property. There have even been cases of individual workmen, taking their own customers to court, for compensation when they have had an accident working unsafely for them.

Our CHAS membership helps protect you from the above scenario. This is why many local authorities, housing associations and large building firms only use CHAS registered firms. In most cases their insurers insist on it.

In accordance with the Construction (Design and Management) regulations 2015, we must provide our technicians with access to a toilet and washing facilities. Unless otherwise instructed by you, we have assumed that staff will have access to use your facilities during the progress of the works. This avoids the necessity for alternative arrangements to be made, which may not be ideal on a domestic contract. Our technicians are responsible, trustworthy and will treat your facilities with the upmost respect as they would treat their own. However, if you are unable to provide access to your facilities, please let us know in advance and we will try to make other arrangements. However, if this cannot be done we may need to modify the quotation accordingly, to include the cost of a welfare unit/Portaloo.

Quality Assurance, Guarantees and Insurance

The quality of our work is guaranteed by our commitment to training and testing; our supervisors each hold a City and Guilds NVQ level 2 in wall tie replacement*. Every job is thoroughly checked and the results recorded. On receipt of payment our written twenty five year wall tie guarantee can be issued. [We have been guaranteeing wall tie work for longer than anyone else](#) (since 1986).



Company guarantees, without insurance backing are merely promises; they can only be honoured whilst a company is still trading. The only way to be certain that a guarantee will remain legitimate for future years is to insist on an insurance backed guarantee, issued by an independent insurance company. The longest insurance term which can be purchased in the UK is now 10 Years, which protects you through the part of the guarantee period, when any defects are most likely to become apparent. This is available to you through our subscription to the **Guarantee Protection Insurance Company (GPIC)**.

Independent supervision and certification of the completed work

Guarantees are essential for this type of work. However, as an extra form of assurance some clients or mortgage lenders ask for independent supervision and certification. This is carried out by your own structural engineer or chartered building surveyor. We confirm that we are happy to work under engineer's supervision if required. If you choose this option please make sure that your engineer is told exactly when we are starting the work. They must be on-site promptly to view important stages before these are covered up by pointing or plaster. If you supply your engineer's contact details to us in advance we will liaise with them to promote a smooth and efficient project. We can also supply some local engineer's contact details if you wish.

Should you decide to use our services, you will be joining: structural engineers; building surveyors; estate agents; local authorities, and thousands of home owners who have already put their faith in us - please do not hesitate to ask for a list of local properties, where the high standard of our work can be seen. We also specialise in damp proofing and timber treatments, we are qualified surveyors in remedial treatment, please call if you require further services.



**For training purposes, employees who do not yet have the NVQ level 2 in Wall Tie Replacement may be working on the building - under supervision of a qualified technician.*

If you have any queries regarding the above please do not hesitate to contact myself. Why not visit www.bricktie.co.uk to find out more about us before you decide whether to place an order?

Yours sincerely



Paul Glover CSRT
For Brick-Tie Limited

See enc

1. *Fixed price quotation, terms of business and acceptance of contract*
2. *GPIC Insurance information sheet*

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**at the above office or email paul@bricktie.co.uk. For further information, please visit our web-site at <http://www.bricktie.co.uk>*





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Quotation

Date: 05/02/2021

Ref: PG/BT19497

Mr Harrison
The Old Chapel
Main Street
Harpham
Driffield
YO25 4QY

Quotation

Re: - Harpham & Lowthorpe Village Hall, Station Road,
Harpham, Driffield, YO25 4QZ

Carry out works as per report dated 5th February 2021

Option 1 - Wall tie works to front & rear gable walls only	£3226.00 + VAT
Hire, delivery, erection and removal of tower scaffold	£ 185.00 + VAT
Waste disposal/environmental fee (resin cartridge/waste)	£ 54.00 + VAT
Optional Insurance Cover:	
10 years GPI policy	£79.00 inc IPT*
<i>*IPT = Insurance premium tax</i>	

Option 2 - Wall ties works to all elevations	£5472.00 + VAT
Hire, delivery, erection and removal of tower scaffold	£ 185.00 + VAT
Waste disposal/environmental fee (resin cartridge/waste)	£ 54.00 + VAT
Optional Insurance Cover:	
10 years GPI policy	£109.00 inc IPT*
<i>*IPT = Insurance premium tax</i>	

NOTE: If only part of the quotation is accepted then delete as necessary
This quotation is open to acceptance for 60 days

Acceptance

Your quotation is accepted in accordance with the conditions
(Please sign and return one copy to this office)

Address where account is to be sent:

Please advise regarding access:

Signed:

Date:

Phone number:

Email:

Brick-Tie Limited, Unit 10, Lancaster Close,
Sherburn in Elmet, Leeds, LS25 6NS
Telephone: **0113 232 8433** Email: info@bricktie.co.uk



STANDARD CONDITIONS OF SALE

1 Interpretation

Brick-Tie Preservation is a trading name of Brick-Tie Limited. In these terms "Brick-Tie" means Brick-Tie Limited the "Customer" means the person firm or company purchasing the goods; the "Goods and Services" means the goods, services or materials which are the subject of the contract or order between Brick-Tie and the Customer and words and phrases importing the masculine gender shall include the feminine or neuter as appropriate and words importing the singular shall include the plural and vice versa and where a covenant is by two or more persons then it shall be a joint and several covenant.

2 Acceptance of Order

These Conditions of Sale are the only terms and conditions which Brick-Tie sells or supplies Goods and Services. No quotation is binding until accepted by Brick-Tie by issuing written acceptance of the order.

3 Inquiry

Acceptance of an order by Brick-Tie is subject to its right to inquire within a reasonable time into the Customer's financial or trade status and in the light of any report received, to rescind the contract in which case Brick-Tie shall not be liable to make any payments to the Customer by way of compensation or damages.

4 Price

This contract is a fixed price contract except that Brick-Tie reserves the right to vary the price of the Goods and services by any amount attributed to:

4.1 A suspension of or an alteration to work by reason of the Customers instructions or lack of them.

4.2 Any expenses incurred by Brick-Tie as a result of the Customer failing to supply electricity and water to enable work to be carried out or as a result of discovering circumstances or things which give rise to extra work on the part of Brick-Tie which were covered up or inaccessible at the time of inspection.

4.3 Failure to provide unhindered access to within the property or its boundaries on the agreed start date at the agreed time.

5 Cancellation

The client has the right to cancel the contract before commencement of the work. However, if the cancellation is without legitimate reason, such as a statutory right or a breach of contract by the company, then the company can seek to recover its reasonable losses, up to a maximum of 25% of the contract price. These costs could include items related to the prior purchase of materials or equipment to carry out the agreed work and any costs generated in organising and planning for the work. If the client cancels a contract within three working days of the agreed start date the company will be entitled to recover reasonable losses incurred due to the cancellation.

6 Reservation of Title

Until the contract price (as amended by clause 4 hereof) is paid in full by the Customer to Brick-Tie the Goods shall remain the property of Brick-Tie.

7 Delivery/Acceptance

7.1 Unless otherwise agreed in writing, delivery and supply of the Goods and Services shall take place when the Goods and Services are supplied at the address specified on Brick-Tie's Quotation Acknowledgement or other documentation.

7.2 Brick-Tie may suspend, restrict or delay delivery of Goods and Services; if by reason of, insufficient information supplied by the Customer, strikes, lockouts, civil commotion, government control or requisition priority of orders for government department or public services, fire, breakdown, storm, flood, drought, frost or any other cause whatsoever beyond Brick-Tie's control deliveries are prevented or hindered from being made within the Contract time. No such suspension, restriction, or delays shall render Brick-Tie liable in damages or justify cancellation or refusal of the Goods and Services by the Customer.

7.3 Delivery dates specified by Brick-Tie are only estimates.

8 Payment

8.1 If any payment is in arrear for, or on account of, or in respect of Goods and Services or any instalment of Goods and Services or part of an order delivered under this or any other Contract between Brick-Tie and the Customer or if the Customer becomes insolvent or Brick-Tie had reason to believe that any payment is likely to be in arrears or that the Customer is likely to become insolvent Brick-Tie shall have the right without giving notice to the customer to suspend further delivery or supply of Goods and Services under this or any other such contract and if any such payment or any part thereof shall remain in arrears of seven days after written demand sent by Brick-Tie to the Customer, Brick-Tie shall have the right to cancel this and any other such Contract without prejudice to any rights and remedies to recover any monies then due and owing by the customer.

8.2 Unless otherwise agreed in writing payment for the Goods and Services shall be made within 7 days after delivery of an invoice to the Customer otherwise payment shall be considered in arrears.

8.3 Brick-Tie reserves the right to charge interest at a rate of 3 per centum per annum above Barclays Bank plc minimum lending rate on all overdue payments such as interest to be calculated from the date when payment is due until the date when the same is received by Brick-Tie.

8.4 In the event that Brick-Tie may decide to take any legal or other steps for the recovery of any overdue payment then the costs of all such steps shall be paid by the Customer upon demand by Brick-Tie.

8.5 Brick-Tie warranties contained in clause 12 below shall not apply to this contract unless the Customer shall have paid for the Goods and Services in full.

9 Passing of risk

Risk in goods shall pass to the Customer at point of delivery, excluding any liability arising due to the work carried out by Brick-Tie.

10 Insurance

Brick-Tie maintains Public Liability Insurance of £5 million and shall not be liable for and sum in excess thereof.

11 Exclusions

11.1 Any drawings, photographs, particulars of weights and measurements, power consumption, floor plans etc remain the property of Brick-Tie and shall be regarded as approximate and intended to represent a general idea of the Goods and Services only and shall form part of the Contract only insofar as they represent a general guide.

11.2 In undertaking to carry out any work specified in its Report and Quotation, Brick-Tie reserves the right to make any reasonable modifications to the scope of the work which it undertakes or to omit any part of which proves impracticable in which event Brick-Tie may make such adjustment to the price it considers to be reasonable in the circumstances. Any such changes will be discussed with the client and agreement sought along with the adjustment of costs or savings involved. If no agreement can be reached the client can cancel the contract in accordance with clause 5 and work will cease. Whether charges highlighted in clause 5 apply will depend on whether the need to change or modify the work could have been reasonably foreseen by the company prior to commencement of the work. For guidance, a situation where unforeseen changes could occur would be the discovery of unsound masonry or decayed timber under existing plaster or obstructions which could not be seen until the plaster or coverings were removed.

11.3 The Customer will be responsible for removing furniture, floor coverings, carpets and other effects and fixtures and fittings beforehand so as to enable the treatment to be commenced. Any furniture or effects left in rooms / areas undergoing work remain there at the Customer's risk and Brick-Tie accepts no responsibility for them except where due to the negligence of Brick-Tie. No responsibility will be accepted for such items where damage has occurred as a consequence of Brick-Tie exercising reasonable care and skill. The expression "fixtures and

fittings" shall include without prejudice to its generality pipes, cables, wood floor finishes, decoration, furniture and furnishings.

11.4 Brick-Tie are not Structural Engineers and the basis of the Report and Quotation is that the Customers property is; except as indicated in the Report, in good and substantial repair and condition. In the event that there are any defects in the property or it is not in such repair and condition, or any other reason, then Brick-Tie do not accept responsibility therefore and may elect at any time either to modify the work on the terms set out in 11.2 above or cancel this contract without prejudice to the liability of the Customer to pay for all works carried out and expenses and costs incurred by Brick-Tie.

11.5 Brick-Tie 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 inspection, or which is located in any part of the Customer's property which it has not inspected and the word **limited** in the report indicates that such conditions have occurred. The client must not rely solely on the report when purchasing property.

11.6 Owing to the structural nature of the work, whilst reasonable care will be taken by Brick-Tie it will not be liable for any damage caused to plaster or decorations or any other thing attached to the interior or exterior of any wall of the Customer's (other than damage proved to be due to negligence on the part of Brick-Tie their servants or agents in which case the company are liable)

11.7 Whilst reasonable care will be taken by Brick-Tie Ltd, no liability can be accepted for chemical staining of decorations, polished floors or masonry caused by their materials or equipment unless the company is shown to have been negligent.

12 Guarantee

12.1 If the Customer pays all costs and charges due to Brick-Tie hereunder within the terms and conditions hereof, Brick-Tie will issue to the Customer its standard form of Twenty-five year Guarantee for any Wall Tie replacement works, Ten year Guarantee for damp proofing and / or timber treatments works, Ten year guarantee for basement waterproofing works, Ten year guarantee for Lateral restraint works and a Ten year guarantee for HeliBeam works where specified as part of the contract within the issued report. The rights conferred by this guarantee are in addition to any rights which the Customer may already have at common law or by statute except as stated below. The guarantee offers free replacement in the event of failure of wall ties, re-treatments during the guarantee period in the event of continuation or recurrence of infestation by wood-boring insects or attack by wood destroying fungi, in any of the timbers which Brick-Tie has treated against such insects or fungi, or any recurrence of rising damp in the walls treated by Brick-Tie and where free water penetrates the structural waterproofing system installed by Brick-Tie, all in accordance with Guarantee Terms & Conditions.

12.2 The client is responsible for ensuring a standard or maintenance that does not promote the ingress of moisture of rainwater, and carry out maintenance so as not to cause the risk of fungal attacks or dampness to timber or masonry, more information regarding the clients responsibilities can be found on the Guarantee paperwork applicable to works undertaken, sample copies available upon request.

12.3 The guarantee will be invalidated in the event that any subsequent building or structural work is carried out, which impacts on the work we have done. The guarantee may at our discretion continue in force if permission for the work is granted by us in writing in advance. The company will need details related to the proposed work and may wish to inspect the property before agreeing to allow the guarantee to remain in force. In some cases the company may require that additional specialist work be done to allow the guaranteed work to remain functional and guaranteed. Whilst the client is under no obligation to have any additional work carried out by the company the guarantee will be invalidated if the additional work is not carried out by Brick-Tie Limited.

12.4 The Guarantee may be assigned to a subsequent purchaser of the Customer's property provided that within one month of the completion of the sale the said purchaser shall apply to Brick-Tie to be registered pay the administration fee at the current scale of charges by Brick-Tie and execute the form of assignment agreeing to be bound by the current terms and conditions in force at the date of assignment.

12.5 Should the Customer request Brick-Tie to re-inspect after completion and payment has been made for the work within six months no fee will apply for the site visit however after six months a fee for such re-inspection at Brick-Tie's current scale of charges will be charged by Brick-Tie. Such fee will be refundable to the Customer in the event of Brick-Tie being proved to have been at fault in the carrying out of the work.

12.6 Brick-Tie shall not be liable for any loss caused to a Customers property whilst Brick-Tie is present there, unless the loss is as a result of the negligence or wilful recklessness of the company Brick-Tie's employees or agents.

12.7 The Customer shall not give or offer any representation guarantee or warranty in relation to the Goods and Services supplied by Brick-Tie except as may be expressly authorised in writing by Brick-Tie.

12.8 Brick-Tie shall be under no obligation to transfer any better title in any Goods to the Customer than it has at the date hereof.

13 Complaints

Where we cannot resolve any complaints using our own complaints procedure, as a Which? Trusted trader we use Ombudsman Services Ltd for dispute resolution. In the unlikely event of a complaint arising and you wish to refer the complaint to them please contact Which? Trusted traders in the first instance on **0117 981 2929**.

14 Waiver

Any Waiver of forbearance on the part of Brick-Tie with regard to any breach by the Customer of his duties or obligations herein contained shall not in any way affect the terms of his Agreement and/or the continuing liabilities of the Customer hereunder.

15 Severability

If any one or more provisions of these conditions are declared invalid by a Court having competent jurisdiction however the invalidity of such provisions shall not be deemed to avoid all the remaining conditions unless the invalidity conditions substantially impair the meaning of the remaining portion hereof.

16 Headings

The Headings of the paragraphs hereof are inserted for convenience only and do not form part of the conditions.

17 Statutory Rights

The above Terms & Conditions does not affect the customers Statutory Rights.