

CAVITY DRAIN MEMBRANE GUARANTEE

i) Issued to:

Contract No:

ii) Property Address:

Date:

A. This guarantee is issued by Preservation Treatments (Surrey) Limited to the client (i) in respect of the above property (ii) wherein a cavity drain membrane system has been installed by the Company.

B. We hereby guarantee that upon notification in writing by the client, or any other person to whom the right, under this guarantee have been transferred, of any damp penetration of the membrane system installed by the Company, we will upon production of this guarantee and all survey reports, quotations, specifications, invoices and correspondence issued by the Company in respect of this property, arrange for the area to be inspected, and where necessary arrange for the membrane system to be repaired without further charge to the client. This repair will include all necessary exposure work and reinstatement, but excluding redecoration, the reinstatement of specialist finishes such as limestone etc, or the reinstatement of fitted furniture etc, up to a maximum cost for all work of five times the invoice value. The company is not responsible for any consequential loss or costs arising from these works.

C. A call out fee (plus VAT) is payable in advance in respect of any complaint under this guarantee. This fee is refundable where the complaint proves to be well founded.

D. This guarantee is valid until the last day of

E. This guarantee will be invalid where:-

- a) The client fails to advise the Company as soon as the suspected failure become apparent.
- b) The suspected failure occurs as a result of settlement, heave, or other structural movement, or where walls/vaulting/floors or floor/wall joints are affected by water under excessive hydrostatic pressure, e.g., due to a burst water main.
- c) The suspected failure results from some interference with the system installed by the Company.
- d) The suspected failure results from some structural alteration, or failure to implement any of the recommendations as set out in the report/quotation documents.
- e) The failure has been caused by omitting to carry out annual maintenance on the pump and drainage system, where recommended, or failure by your plumbers/electricians to install the sump, sump pump, etc., and/or drainage/electrical systems in accordance with the manufacturer's instructions.
- f) The suspected failure results from another party penetrating the membrane.
- g) All outstanding invoices, etc., are not settled.

F. In the event of the sale of the property the Company will, if so instructed in writing by the client within two months of the completion of such sale, transfer the benefits of the guarantee for the remaining term of the guarantee to the new owner upon payment of a transfer and registration fee (plus VAT). Upon the sale of the property all reports, quotations, specifications and correspondence to which this guarantee refers must be passed by the vendor or his representative to the new owner. The new owner must, prior to exchange of contracts, confirm the extent of the works carried out under this contract.

G. The failure has been caused, by the drainage system, where this accepts discharge from the Basedrain, or other drainage system and/or sump pump, having insufficient capacity, on a temporary or permanent basis, which results in water, (groundwater or foul), backing-up and flooding the property.

H. In the event of any dispute arising concerning a claim under this guarantee, this dispute will be referred to an independent expert whose findings shall be binding upon the Company and the client.

I. The client is that person, Company or corporation, who is entitled to the benefits of the guarantee.

J. This guarantee is in addition to the client's rights at Common Law.

K. This guarantee is invalid unless signed by the Contracts Manager of Preservation Treatments (Surrey) Limited, and bears the Company Seal.

This guarantee is a unique document and should, together with the deeds of the property and all relevant correspondence, be kept in a place of safety. Copies cannot be issued.

Signed:

Contracts Manager
pp. Preservation Treatments (Surrey) Limited

Preservation Treatments (Surrey) Limited

Head Office: Belmont House, Belmont Road, Camberley, Surrey GU15 2NZ
Regd. Office: 601 London Road, Westcliffe on Sea, Essex SS0 9PE