

# TREATMENT GUARANTEE

- i) Issued to: \_\_\_\_\_ Contract No: \_\_\_\_\_
- ii) Address of property: \_\_\_\_\_ Date: \_\_\_\_\_
- iii) Type of Work(s) carried out: \_\_\_\_\_

A. This guarantee is issued by Preservation Treatments (Surrey) Limited to the Client (i) in respect of the above property (ii) wherein certain works (iii) have been carried out by the Company.

We hereby guarantee that upon **notification in writing** by the client, or any other person to whom the benefits of this guarantee have been transferred, of infestation by wood boring insects (but excluding termite attack) or wood rotting fungi in any of the timbers treated against such insects or fungi by the Company, or any recurrence of damp rising from the ground within the walls which have been treated by the Company, or of penetration by hygroscopic salts or residual moisture to walls where specialist render has been applied by the Company, we will, upon production of this guarantee and all survey reports, estimates, specifications, invoices and correspondence issued by the Company, arrange for the areas to be inspected, and where necessary arrange for further treatment to be carried out without charge to the client. This further treatment will include all necessary exposure work and reinstatement, excluding redecoration, or reinstatement of specialist finishes, fitted furniture, etc., subject to a maximum cost for all work of five times the invoice value. (See invoice) The company is not responsible for any consequential loss or costs arising from these works.

A call out fee (plus VAT) is payable in advance; this fee is refundable where the complaint is found to be justified.

B. This guarantee in respect of timber treatment(s) and/or damp-proof coursing is valid until the last day of \_\_\_\_\_, and in respect of specialist rendering it is valid until the last day of \_\_\_\_\_.

C. This guarantee will be invalid where:-

- a) The client fails to advise the Company as soon as the suspected reinfestation, failure or recurrence becomes evident.
- b) The suspected reinfestation, recurrence or failure result(s) from, a failure to put the property in a dry and weatherproof condition and in a good state of maintenance, structural alteration to the property, failure to carry out any of the recommendations or ancillary works set out in the report.
- c) The suspected reinfestation, recurrence, or failure is as a result of interference with the works carried out by the Company.
- d) Where the suspected recurrence of dampness is due to moisture ingress subsequent to works by the Company.

D. The guarantee specifically excludes furniture, plywood, painted surfaces, as well as any areas excluded in the report.

E. 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). It is expressly understood that the transfer of this guarantee does not infer, imply, or grant, any additional rights to that person to whom the guarantee is transferred. This transfer is upon the strict understanding that all conditions, comments, recommendations, etc., contained within the original contract and/or agreement apply. Where any accounts are outstanding in respect of materials, copy documents and guarantee transfers, we are unable to transfer the guarantee until any outstanding accounts are settled. Upon the sale of the property all reports, quotations, specifications, correspondence, etc., to which this guarantee refers must be passed by the vendor or his representative to the new owner. **The new owner must, having had sight of these documents prior to exchange of contracts, confirm the scope of the remedial works.**

Where the treatment was in respect of dry rot the company must, within two months of transfer of the guarantee benefits, be instructed to carry out an inspection of the areas which were subject to the dry rot treatment. A fee (plus VAT) is payable for this inspection.

We would stress that the client is responsible to ensure that all recommendations, specifications, etc., issued by the Company in respect of other works are carried out.

F. 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.

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

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

I. 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