

WATERPROOF RENDERING SYSTEM GUARANTEE

i) Issued to:

Contract No:

Date:

ii) Property Address:

A. This guarantee is issued by Preservation Treatments (Surrey) Limited to the client (i) in respect of the above property (ii) wherein a waterproof rendering 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 penetration by natural ground water of the rendering system installed by the Company, 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 waterproof rendering system to be repaired without further charge to the client. This repair will include all necessary exposure work but excludes the reinstatement of decoration, surfacing such as limestone, tiles, etc., 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 (subject to VAT) is payable in advance in respect of any complaint under this guarantee. This fee is refundable where the complaint is found to be valid upon inspection.

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,
- c) where the penetration is from water from a plumbing leak, defective drains, or surface flooding,
- d) the suspected failure results from some interference with the system installed by the Company,
- e) the suspected failure results from some structural alteration, or failure to implement any of the recommendations as set out in the report/quotation documents,
- f) 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 (subject to VAT). Upon the sale of the property all reports, estimates, specifications, and correspondence to which this guarantee refers must be passed by the vendor or his representative to the new owner. We strongly recommend that the new owner has sight of all documents prior to exchange of contracts, and that they are made fully aware of the extent of the works carried out under this contract.

G. 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.

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

I. This guarantee is in addition to the clients rights at Common Law.

J. 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