

# SAMPLE



UK LTD

Co reg no 9641639

## CERTIFICATE OF WARRANTY (10 Years)

### WATERPROOFING/TANKING WORKS

1. Dampshield UK LTD hereinafter referred to as "The Company" hereby warrants that if, within the period stated above, the treatment referred to in the Survey Report, Quotation, Variation Orders and Invoice all of which must be produced in the event of a claim proves defective in that free water penetrates the structural waterproofing system and provided the provisions of paragraph 4 below have been complied with, The Company will, upon production of this Guarantee, Survey Report, Quotation, Variation Orders and Invoice with proof of full settlement within our terms it will, upon payment of the Company's inspection fee, inspect the area so treated at a mutually convenient time to determine the extent of the alleged problem. Failure of electrical supply to pumps is excluded.
2. If upon such inspection it appears to the Company that the treatment carried out by the Company was in any way defective so as to have resulted in the matters complained of, the Company will carry out, without further charge, such further work as shall to the Company appear to be necessary to remedy such defects and will reimburse in full the inspection fee paid.
3. This Guarantee does not cover any loss (including consequential loss see 6 below) or damage sustained by the person entitled to the benefit of this Guarantee save as set out in 2 above, whether caused by the Company's negligence or otherwise.
4. This Guarantee shall be of no validity or effect and shall be unenforceable against the Company in any one or more of the following circumstances:
  - (a) where the person entitled to the benefit of this Guarantee does not give written notice of the claim under this Guarantee to be received by the Company within three months from the date upon which the existence of such a claim could, with the exercise of reasonable diligence by a continuous occupier of the affected premises, have been discovered;
  - (b) where all Associated Building Works advised or recommended by the Company prior to, at the time of, or subsequent to, treatment carried out by the Company were not fully carried out effectively with good and proper materials and in a workmanlike manner by the Client's contractor, within 12 weeks of the said advice or recommendation proof of which shall be by dated specifications and receipted invoices of the Client's contractor;
  - (c) electrical power must be maintained to pumps at all times, alarms and battery back up systems must have regular battery checks, channels must be kept clear by flushing at regular intervals and sumps should be cleaned regularly. Waste outlets and drainage points should be kept clear. Electrical units are guaranteed by the manufacturer for 12 months from date of fitting. Units must be serviced at least annually & evidence of same kept
  - (d) where the Client failed to pay the full price, any properly payable additional costs, and any interest due within 21 days of the date upon which the same fell due;
  - (e) where the property has not been kept in a good and proper state of maintenance including, by way of example only, maintenance of rain water goods and disposal systems, soil and waste disposal, hot and cold water systems, internal and external ground levels relative to damp-proofing courses and internal floor levels, adequate sub-floor through ventilation and general structure of the property;
  - (f) where any recommendation given by the Company has not been complied with, whether such recommendation was given in the Company's report/quotation, or by separate leaflets relating to Replastering and Rendering Specifications or any details which are the Client's responsibility, or orally during the treatment or otherwise;
  - (g) where, subsequent to the completion of treatment by the Company, there has been any disturbance to the works carried out by the Company, whether by way of attempted repairs, structural alterations, settlement of the building or otherwise or as the result of any subsidence, land slip, land heave, earthquake, storm, flood or inundation.
5. In the event of disposal of the property, being the subject of this Guarantee, this Guarantee shall be assignable by the Client, to the new owner in which case the provisions hereof set out at 1-5 above shall apply in respect of that new owner as if the name of that new owner were substituted for any reference to the client PROVIDED THAT  
Within one month of the change of ownership of the property, the new owner shall have:
  - (a) given written notice of the change to the Company;
  - (b) paid the Company's then current transfer fee; and
  - (c) permitted the Company's surveyor to inspect the property (so as to discover any defects as might prejudice the works carried out by the Company) if the Company in its absolute discretion so requires.
6. All consequential losses are excluded from this Guarantee, and for the purposes of this Guarantee consequential loss means any indirect, special or consequential damages or losses suffered or incurred by the Guarantee holder and for the purposes of this guarantee indirect, special or consequential damages or losses shall include, but not be limited to damages to or losses of data, furniture or equipment, economic loss or damage, damage to or loss of profits, interest, business revenue, anticipated savings, business or goodwill, any losses costs or expenses which are not directly incurred by the Guarantee holder wholly in respect of or which are additional to the remedial work for which indemnity is provided by this guarantee, the costs and expenses of any redecoration, repainting or retiling work, the costs and expenses of removing and/or replacing any cupboards, carpets or other furniture, or any other fixtures or fittings and the incurring of liability for losses or damages of any nature whatsoever suffered by third parties (including in each case incidental and/or punitive damages), even if the Company is advised in advance of the possibility of any such losses and/or damages.
7. In the event of a dispute arising under this guarantee as to the amount to be paid or the work to be performed the dispute may by agreement between the parties be referred for determination by an expert chosen by mutual agreement between the parties. If the parties are unable to agree on an expert within 7 days after the request by one party to another or if the expert agreed upon is unable or unwilling to act either party may apply to the Director of the Property Care Association for the appointment of a suitably qualified and experienced expert for the dispute in question.

DATE.....AS OF INVOICE DATE

SIGNED *M.J.Saunders*..... for and on behalf of DAMPSHIELD

IMPORTANT-THIS IS A VALUABLE DOCUMENT. PLEASE RETAIN IT WITH THE OTHER RELEVANT PAPERS IN A PLACE OF SAFE KEEPING