



Established 1980

PROTECTAHOME LTD

Targeting problems with the best solutions

STRUCTURAL WATERPROOFING GUARANTEE

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Contract No:
To be quoted in any communication

Client:

Property:

Date of Survey Report:

Date of Completion of Works:

Invoice No:

1. Protectahome Limited (the Company) hereby GUARANTEES that, save as hereinafter provided or as provided in the Company's standard Terms and Conditions of business applicable at the date of the Client's acceptance, in the event of the person entitled to the benefit of this Guarantee notifying the Company in writing within a period of TEN YEARS from the date of completion of the work of any defect therein the Company, upon production of this guarantee and all relevant survey reports, quotations, invoices or specifications with any amendments thereto issued by the Company, will arrange for the said waterproofing to be inspected, at a mutually convenient time upon payment by such person of the Company's then current inspection fee.
2. If upon such inspection it appears to the Company that the waterproofing system 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 works as shall to the Company appear to be necessary to remedy such defects and will reimburse in full the inspect fee. The total limit of the Company's Liability under any or all circumstances will not exceed the total of the charges paid by the Client to the Company.
3. This Guarantee does not cover any loss 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) The waterproofing has been damaged in any way howsoever by the Client or his Agents with any type of wall fixing other than those which have been specifically approved, in writing, by the Company.
 - b) Subsidence or undue movement of the structure. This includes, but is not necessarily limited to, subsidence, settlement, ground heave, repairs to mains or services either adjacent or above, attempted repairs or structural alterations.
 - c) Where the ground conditions have changed subsequent to the survey report and specification being prepared. The system is tailored to the conditions which exist at the time of survey and no responsibility can be accepted for modifying the system to take account of changing conditions during the period of guarantee.
 - d) Where all Associated Building Works advised or recommended by the Company prior to, or at the time of, treatment carried out by the Company were not fully and properly carried out 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.
 - e) The surface of cementitious based waterproofing has been covered with a vapour check.
 - f) Defects have arisen from chemical attack/contamination, whether caused by spillage or contained within the groundwater.
 - g) Damage has been exacerbated by long term leaks that were not reported to the Company as soon as they became apparent.
 - h) Where water penetrates the basement from above (over topping) due to flooding of the land or any areas surrounding the building (including light wells not included in the waterproofing scheme) and/or where there is standing water to a depth of 25mm on the external ground.
 - i) The Client failed to pay the full price, any properly payable additional costs and any interest within the date upon which the same fell due.
 - j) Where passively drained waterproofing systems have been allowed to back up or there has been an interruption of supply for powered systems.
 - k) Where any defect is attributable to a construction/design element that was not specifically designed or installed by the Company.

N.B. Where electronic and/or mechanical equipment such as sump pumps are incorporated into the waterproofing installation, such equipment is specifically excluded from the company's ten year guarantee and is covered by a 12 month manufacturers warranty only. The company accepts no liability for consequential loss resulting from the failure of equipment. It is solely the client's responsibility to ensure that service checks and testing are carried out to sumps, peripheral drainage channels and installed equipment in accordance with the Company's recommendations/report and specification for the works.

5. Any occurrence of condensation does not constitute a defect to the guaranteed works, and the Company will not be held liable for the occurrence of condensation, nor shall clauses 1. and 2. apply in cases of such occurrences.
6. Any dispute arising in connection with this Guarantee shall be dealt with in accordance with the Company's Terms and Conditions.
7. This guarantee does not exclude or affect in any way any rights under Statute or Common Law. The terms of this guarantee shall be regarded as in addition to, and not in diminution of such rights.
8. In the event of the disposal of the property, being the subject of this guarantee, this Guarantee shall be assignable by the Client above named, to the new owner in which case the provisions hereof set out at 1-7 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 three months 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.

THE COMPANY'S STANDARD TERMS AND CONDITIONS APPLY TO ALL QUOTATIONS AND REPORTS

Director: _____
For and on behalf of Protectahome Ltd

This is a valuable document, please retain with other Contract Documents in a place of safe keeping. No claim can be considered without production of these original documents. PHOTOCOPIES ARE NOT ACCEPTABLE.

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Regional Offices: Bristol, Bromsgrove,
Caldicot, Cardiff, Cheltenham, Leamington Spa,
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