



20 Year

Single Point Roofing Systems Guarantee

We IKO PLC ("IKO"), hereby guarantee to the Building Owner the waterproofing system installed as detailed below ('the Works') for a period of 20 years from Completion.

This guarantee is subject to the terms and conditions set out overleaf.

GUARANTEE NUMBER:

**BUILDING OWNER
NAME AND ADDRESS:**
("the Building Owner")

LOCATION OF BUILDING:
("the Building")

PRACTICAL COMPLETION DATE:
(of the waterproofing works) ("Completion")

FINAL INSPECTION DATE:

**APPROVED CONTRACTOR
NAME AND ADDRESS:**
(the "Approved Contractor")

SPECIFICATION REFERENCE:
("the Approved Specification")

SIZE: m²

CONTRACT VALUE:
(Waterproofing Value)

SPECIFIC EXCLUSIONS:

GUARANTORS SIGNATURE:
For and behalf of IKO plc

DATED:

Name and status of signatory



GUARANTEE

This Guarantee is an assurance to the Building Owner that should the Works fail to remain watertight due to:

- a) defective materials supplied by IKO;
- b) defective waterproofing design by IKO; or
- c) faulty workmanship by the IKO Approved Contractor undertaking the Works,

that IKO will, subject to the terms and conditions of this Guarantee, reinstate or cause to be reinstated the Works to a waterproof condition at no expense to the Building Owner.

CONDITIONS

1. The specification for each roof project must be approved in writing by IKO UK Technical Services Department before commencement of the Works. Any specifications and/or drawings and/or amendments subsequently prepared and issued by or on behalf of the Building Owner or the Approved Contractor, must also be submitted to and approved in writing by IKO Technical Services Department (together the "Approved Specification"). Any Works not carried out in accordance with the Approved Specification will not be covered by this Guarantee.
2. Only materials supplied or approved by IKO shall be used in the Works.
3. IKO and the Approved Contractor having been paid in full for the Works and the materials supplied

OBLIGATIONS ON THE BUILDING OWNER

4. The Building Owner shall carry out inspections and maintenance of the roof in line with BS6229 and the IKO Maintenance schedule. Flat roofs should be inspected and maintained at least twice a year, in autumn and in the spring. The Building Owner shall maintain appropriate records of the inspections and the maintenance carried out and provide details of the same at the request of IKO.
5. It is the Building Owner's responsibility to arrange at its own expense for IKO and the original IKO Approved Contractor to inspect the roof every fifth year after Completion and complete an inspection report in accordance with BS6229 and the IKO Maintenance Guide. Any repairs identified as necessary in the inspection report should be undertaken promptly in accordance with IKO's recommendations. The Building Owner shall be responsible for the costs of any repair works found to be necessary unless and to the extent such repairs are covered by this Guarantee.
6. The Building Owner shall provide safe access and any necessary edge protection to the Works to allow for inspections or repairs by IKO and/or the Approved Contractor as may be required under the terms of the Guarantee, in accordance with all relevant Health and Safety legislation applicable the date of such inspection.
7. The Building Owner shall not carry out any repairs, alterations, modifications or extension to the Works without seeking the prior written approval of IKO.
8. **Failure of the Building Owner to carry out its obligations hereunder shall invalidate this Guarantee.**

EXCLUSIONS

9. This Guarantee shall not apply to:

- a) Purely aesthetic issues that do not affect the waterproofing integrity of the Works including but not limited to blisters, rippling, deformation, colour variation or other imperfection.
- b) The use of the Works for any purpose other than that for which they have been designed in accordance with the Approved Specification.
- c) Damage resulting from the use of products not supplied or approved by IKO including works or modifications carried out after the date of this Guarantee.
- d) Damage resulting from defect, deficiency or structural movement of the building.
- e) Damage resulting from the existing roofing system or adjacent structures including any trapped or residual moisture arising therefrom.
- f) Water ingress over the top of the waterproofing upstands.
- g) Damage resulting from the Building Owner failing to carry out all normal and prudent steps to maintain the Works in serviceable condition including adequate maintenance of gutters, outlets and the membrane in accordance with the IKO Maintenance Guide and the current British Standard Codes of Practice BS6229 or, as appropriate, the guidance issued by the Mastic Asphalt Council (MAC), Single Ply Waterproofing Association (SPRA) or the Liquid Roofing & Waterproofing Association (LRWA).
- h) The repair or replacement of mastic or sealants that are identified as maintenance items in the IKO Maintenance Guide and damage resulting from the failure to properly maintain such items.
- i) Damage resulting from acts by others including i) the carrying out of repairs or alterations, placing upon the Works or affixing thereto any structure, fixture or other item (unless expressly approved by IKO) or ii) damage caused by traffic of any nature on the Works or it being used as a storage area.

- j) Damage resulting from perils commonly treated as insurable risks (whether or not the Building Owner is so insured) including but not limited to storms, lightning, fire, impact by/from aircraft or malicious damage.

10. There is expressly excluded from the terms of this Guarantee:

- a) Any physical loss or damage to the Building its fabric or contents other than to the Works.
- b) Any consequential loss or damage of whatever nature including (but not limited to) financial loss including loss of profits, revenue or goodwill.
- c) Loss or damage resulting from the Building Owner failing to comply with its obligations under this Guarantee.
- d) Items listed under Specific Exclusions on the face of this Guarantee.

11. The liability of IKO under this Guarantee shall be limited to the lower of the Contract Value as stated overleaf or £500,000.

CLAIMS PROCEDURE

12. IKO shall not be liable under this Guarantee unless any claim or potential claim is notified to IKO and the Approved Contractor within 28 days of discovery of any defect or potential defect accompanied by a copy of this Guarantee certificate.
13. The Building Owner shall permit IKO and its Approved Contractor access in order to inspect any potential defect including the provision (at the Building Owner's cost) safe access to the Works in accordance with all Health & Safety legislation applicable at the time to investigate the potential defect and where appropriate to carry out any necessary repairs.
14. Unless otherwise agreed by IKO, the Building Owner shall be responsible for the cost of removing any hard or soft landscaping (including green roof coverings, inverted roof insulation etc.), plant, services or other fixtures to or on the Works that may be necessary to inspect the potential defect and where appropriate, carry out the necessary repairs.
15. Following inspection and where it is identified that the defect falls under the scope of this Guarantee, IKO will reimburse the Building Owner the reasonable costs (as determined by IKO) incurred by the Building Owner in accordance with clauses 13 and 14 to provide safe access and the removal of roof coverings, plant, services and other fixtures.
16. Where such inspection identifies damage to the Works outside the scope of this Guarantee the Building Owner shall at its own cost instruct the Approved Contractor to carry out such repairs as IKO may specify in writing in order for this Guarantee to continue.
17. Where following such inspection it is identified that any defect the subject of this Guarantee as being a workmanship issue and unless the Approved Contractor has become insolvent or otherwise ceased to trade, IKO shall not be liable under this Guarantee for such workmanship issues unless the Building Owner has taken all appropriate steps to require the Approved Contractor to remedy such defect under the building contract between the Building Owner and the Approved Contractor.
18. IKO shall not be responsible for any repair costs under this Guarantee without its prior written approval. IKO shall be under no obligation to replace the Works unless it considers it necessary.
19. Any repairs carried out under this Guarantee shall not affect and remain subject to the unexpired term of the Guarantee.

OTHER PROVISIONS

20. The failure of IKO to exercise or enforce any term or condition under this Guarantee shall be not be deemed a waiver of such term or condition nor prevent the subsequent reliance on such term or condition by IKO.
23. The Building Owner may assign this Guarantee to any subsequent owner of the Building provided that notice of such assignment and of the identity of the assignee is given to the Guarantor within 28 days of such assignment taking place.
24. This Guarantee does not affect any relevant statutory or common law rights of the Building Owner but subject thereto and to the greatest extent permissible by law, supersedes all and any other guarantees warranties or representations (in each case whether express or implied) which are inconsistent with the terms of this Guarantee.
25. This Guarantee shall not be enforceable by any party other than the Building Owner and shall not be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999.
26. This Guarantee shall be construed in accordance with English law and the parties hereto submit to the exclusive jurisdiction of the English Courts.

APPENDIX
IKO Maintenance Guide