

GUARANTEE BELOW GROUND DAMPPROOFING

Client

Property

Assignee

Signature

(For and on behalf of the Company)

Report No

Date(s)

Invoice Nos

Date Work Completed

1 ProTen Services Limited (the company) hereby **GUARANTEES** that, save as hereinafter provided or as provided in the Company's standard Terms and Conditions (copy attached) 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 and specifications, with any amendments thereto issued by the Company, will arrange for the said system 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 an inspection it appears to the Company that the 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 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 or damage sustained by the person entitled to the benefit of this Guarantee save as set out in 2. above.

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 / dampproofing has been damaged in any way whatsoever 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 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. **NB** In particular we should draw your attention to any changes between capillary held moisture and aggressive ground water under hydrostatic pressure.
- (d) Where all associated building works, advised or recommended by the Company prior to, or at the time of, the work being 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 or the Client's contractor within a reasonable time of the said advice or recommendation.
- (e) 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 defect could, with the exercise of reasonable diligence by a continuous occupier of the affected premises, have been discovered.

(f) Failure to maintain the sump pump in strict accordance with the manufacturer's instructions.

NB The sump pump(s) and alarm system, where fitted, are excluded from this Guarantee.

(g) Where the drainage system has failed whether through lack of maintenance building work, backing up of the external drainage systems or surface flooding.

(h) Where the Client failed to pay the full price, any properly payable additional costs, and any interest due within six months of the date upon which the same fell due.

(i) Any limited treatments expressly excluded from the Guarantee in the report.

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 This guarantee is to be read subject to, and is limited by, the Company's standard Terms and Conditions, the leaflets entitled Replastering and Rendering Specification and Clients Guide and Responsibilities.

7 In the event of 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 1-6 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 require.

In the event that the client disposes of the property and has not assigned the Guarantee within the specified time frame, the Guarantee will be invalid.

8 This **GUARANTEE** is issued in addition to, and not in substitution for, the Consumer's statutory rights under common Law of England & Wales.

Notes
(if appropriate)



TrustMark Logo.jpg

Registered through
B.W.P.D.A

Dear Customer

RE: TrustMark - launched 30 January 2006

We are delighted to inform you that we have been appointed a Government approved TrustMark contractor. This is an initiative born out of the Department of Trade and Industry to tackle the thorny issue of cowboy builders and rogue traders and to help consumers find reputable tradespeople to carry out work in and around their homes.

Although we have an existing customer base, our commitment to joining the TrustMark scheme is important to us, if for no other reason than to raise the image of the industry.

In addition to the peace of mind afforded by the offer of our standard twenty year Guarantee, we can also offer, as part of our commitment to the TrustMark scheme, additional insurance to protect both your pre-payment and work in progress in the unlikely event that we cease trading.

You will see that we have included a quotation for an insurance backed Guarantee appended to our report; we can supply you with separate quotations to protect your pre-payments and work in progress upon request.

Further information about the TrustMark scheme can be found at:
www.trustmark.org.uk

Yours faithfully

PROTEN SERVICES LIMITED