

**204 Devonshire Way
Croydon
Surrey CR0 8BX
Telephone: 0208 777 2973
Vat reg no: 242 6934 00**

Certificate Of Guarantee.

Report Reference Number: 11222.
Date: 22nd July, 2014.
Duration Of Guarantee: 10 Years.
Property Address: 204 Devonshire Way, Croydon, Surrey CR0 8BX.

1. T. W. Read, herein after referred to as 'the company' hereby warrants that if, within the period stated above, the treatment referred to in our original Survey Report, Quotation, Variation Orders and Invoice above proves to be defective in that free water penetrates the structural waterproofing system and provided the provisions of paragraph 4 below have been complied with, the company and will upon production of this guarantee, Survey Report, Quotation, Variation Orders and Invoice, and will upon payment of the companies inspection fee, inspect the area so treated at a mutually convenient time to determine the extent of the alleged problem.
2. If upon such inspection it appears to the company that the treatment carried out by the company was found to be defective so as to have resulted in the matters complained of, the company will carry out, without further charge, such further work as shall the company appear to be necessary to remedy such defects and will reimburse in full the inspection fees paid.
3. This Guarantee does not cover nay loss (including any consequential loss see paragraph 9) or damage sustained by the Client or any relevant third party save as set out in 2 above, whether caused by the companies 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 client or the relevant third party does not give written notice of the claim under the 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 effected premises, have been discovered.

- B. Where all Associated Building works advised or recommended by the company prior to, at the time or subsequent to, treatment carried out by the company were not fully carried out effectively with good and proper materials and in a workman like manner by the client's contractor, within twelve weeks of the said advice or recommendation proof of which shall be by dated specifications and receipted invoices of the client's contractor.
 - C. Where pumps and channels are an integral part of the waterproofing system and are not maintained and serviced at the intervals recommended by the company.
 - D. Where the client has failed to pay the full price and any properly payable additional costs within four weeks of completion of the contract.
 - E. Where the property has not been kept in a good and proper state of maintenance including, by way of example only, maintenance of rainwater goods, and disposal hot and cold water systems, internal and external ground levels relative to damp proof courses and internal floor levels, adequate sub floor through ventilation and general structure of the property.
 - F. Where incorrect insulation boards are installed below the cavity drain membranes.
 - G. 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 re-plastering and rendering specifications or any details which are the client's responsibility or orally during treatment or otherwise.
 - H. Where service pipes ie. Gas, water, electrical or rainwater goods are run through any walls, floors or concrete decks that have been waterproofed.
 - I. 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. This guarantee is to be read subject to and is limited by the company's standard Terms and Conditions of business current at the date of the client's acceptance of the company's offer to carry out the treatment which shall be deemed to be incorporated herein. In the event of any ambiguity or uncertainty arising in construing this Guarantee in the light of the said Terms and Conditions, the Terms and Conditions of this guarantee shall prevail.

6. For the purposes of this guarantee and the Contracts (Rights of Third Parties) Act 1999, the person entitled to the benefit of the rights conferred by the Guarantee shall be the owner from time to time of the Property ('the relevant Third Party') provided always that the Relevant Third Party acknowledges and agrees that its rights under this Guarantee shall be subject to the terms and conditions set out in this guarantee.
7. The company shall be entitled in any action or proceedings by any Relevant Third Party to rely on any term in the guarantee and to raise any equivalent rights in defence of liability as it would have against the Client or any previous Relevant Third Party. Furthermore, the relevant third party agrees that it will be bound by any previous acts, omissions or default of the client or any previous relevant third party.
8. For the avoidance of doubt the client and each subsequent relevant third party acknowledges and agrees that when it is no longer the owner for the time being of the property, it shall no longer be entitled to the benefit of the rights conferred by this guarantee and that furthermore, neither the client, nor any relevant third party shall be entitled to assign or transfer its rights and/or obligations under this guarantee.
9. 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 limited to damages 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 re-decoration, re-painting or re-tiling works, the costs and expenses of removing and/or replacing any cupboards, carpets or other furniture or any 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 any such losses and/or damages.
10. Other than such rights as the relevant third party may have pursuant to clauses 6, 7 and 8 above, nothing in this guarantee is intended to confer any right to enforce any of its terms on any person who is not party to this guarantee.
11. No right of the company to terminate or rescind this guarantee shall be subject to the consent of the client or relevant third party. Furthermore, no right of the company

and/or the client (or the then current relevant third party) to agree to amend or otherwise vary or to waive any terms of this guarantee or to agree to settle any dispute or other matter arising out of or in connection with this guarantee shall be subject to the consent of any other relevant third party.

12. In the event of you wishing to make a claim under this guarantee, a fee (at the rate prevailing at the time of the claim) is this is payable and the following **Original** documents must be produced by you:

- A. Report(s) estimate and any drawings or plans relating to it.
- B. Receipted invoice or proof of payment.
- C. This guarantee.

Unless otherwise stated any pumps that are supplied and fitted are for removing ground water only. These pumps are designed and constructed for removing clear ground water only. Under no circumstances must foul or effluent waste be discharged into the sump chamber.

In the event of a dispute arising under this guarantee as to 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 by the parties. If the parties are unable to agree on an expert within 7 days after the request by one party to another 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.

Signed:.....