

# stonehouse

PROPERTY CARE

## 10 YEAR Waterproofing GUARANTEE

Client:

Report number:

Assignee:

Invoice number:

Date:

Completion date:

Property:

*The Company's standard terms and conditions apply to all quotations and reports.*

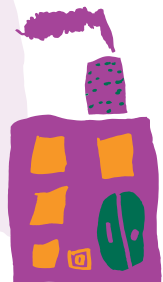
See overleaf for details of this Guarantee.

Signature:

*(For and on behalf of the Company)*

### Stonehouse Property Care Limited

Empstead Works · Henley-on-Thames · Oxfordshire RG9 1UF  
Telephone: 01491 577560 · Email: [stonehousepropertycare.co.uk](mailto:stonehousepropertycare.co.uk)



# Waterproofing Guarantee

1. Stonehouse Property Care Ltd (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 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 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, 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 or floor 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, waterproofing 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) The surface of cementitious based waterproofing has been covered with a vapour check.
  - (f) Defects have arisen from chemical attack, whether caused by spillage or contained within the groundwater.
  - (g) Damage has been exasperated by long term leaks that were not reported to the Company as soon as they became apparent.
5. Any occurrence of condensation does not constitute a defect 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:
    - (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.***