

DAMPCURE

established since 1973... leading remedial contractors
to the building industry and local authorities

CERTIFICATE OF GUARANTEE – TIMBER TREATMENT

Client: Contract No:

Property: Report Date:

..... Date Work Commenced:

..... Date of Payment:

TERMS OF GUARANTEE

1. Dampcure hereinafter referred to as "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 **10 YEARS** from the date of completion of work by the Company, upon production of this Guarantee and all original relevant survey reports, quotations, specifications, drawings, plans and receipted invoices, with any amendments thereto issued by the Company (photocopies will not be accepted), will arrange for walls to be inspected at a mutually convenient time upon payment by such person of the Company's then current inspection fee, provided that the recurrence complained of is a kind against which the Company carried out treatment in the area in which such recurrence has taken place.
2. If upon such inspection it appears to the Company that the treatment 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 (including consequential loss see 9 below) 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) 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 claim could, with the exercise of reasonable diligence by a continuous occupier if the affected premises, have been discovered;
 - (b) where all Associated Building Works advised or recommended by the Company prior to, at the time of, or subsequent to, treatment carried out by the Company were not fully carried out effectively 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;
 - (c) 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;
 - (d) where the property has not been kept in a good and proper state of maintenance including, by way of example only, maintenance of rain water goods and disposal systems, soil and waste disposal, hot and cold water systems, internal and external ground levels relative to damp proofing courses and internal floor levels and general structure of the property;

continued overleaf



- (e) where the moisture content in any timber treated by the Company has been allowed to exceed 20% at any time subsequent to the treatment of the Company;
 - (f) 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 Replastering and Rendering Specifications or any details which are the Client's responsibility, or orally during the treatment of otherwise;
 - (g) 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.
5. This Guarantee is to be read subject to, and is limited by, the Company's standard Terms of 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. If the event of any ambiguity or uncertainty arising the Terms and Conditions of this guarantee shall apply.
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 this 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. 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 to be limited to damages to 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 redecoration, repainting or retiling work, the costs and expenses of removing and/or replacing any cupboards, carpets or other furniture, or any other fixtures or fittings and the incurring of liability for losses or damages of any nature whatsoever by third parties (including in each case incidental and/or punitive damages), even if the Company is advised in advance of the possibility of any such losses and/or damages.
9. 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 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
- If the claim is justified, your payment will be returned in full. If your claim cannot be processed due to incomplete documentation or you decide not to pursue your claim, then an administration fee (at the rate prevailing at the time of the claim) will be deducted and the balance will be refunded.
10. In the event of a dispute arising under this Guarantee as to the 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 between the parties. If the parties are unable to agree on an expert within 7 days after the request by one party to another or 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.

Signature.....

(For and on behalf of the Company)

Dampcure (Hereford) Limited
Unit 5B Premier Business Park
Westfields Trading Estate
Hereford
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