

stonehouse

PROPERTY CARE

20 YEAR Damp Treatment GUARANTEE

Client:

Report number:

Assignee:

Invoice number:

Date:

Completion date:

Property:

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

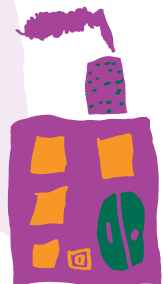
See overleaf for details of this Guarantee.

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



Damp Treatment 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 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 TWENTY YEARS from the date of completion of the work of:
 - (i) any continuance or recurrence of infestation by wood-boring beetle or attack by wood-rotting fungi, in any of the timbers treated against such beetles of fungi respectively in the work carried out, or
 - (ii) any recurrence of damp rising from the ground in any of the walls in which an installation for the cure of such damp was provided by the Company, 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 these timbers or 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 continuance or recurrence complained of is of a kind against which the Company carried out treatment in the area in which such continuance or 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 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 of the affected premises, have been discovered;
 - (b) where all Associated Building Works advised or recommended by the Company prior to, or at the time of, treatment 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's contractor, within 12 weeks of the said advice or recommendation proof of which shall be by date specifications and receipted invoices of the Client's contractor;
 - (c) where the Client failed to pay the full price, any proper 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, adequate sub-floor through ventilation and general structure of the property;
 - (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 by 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 Specification or any details which are the Client's responsibility, or orally during the treatment or 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 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 said Terms and Conditions shall prevail.
6. In the event of disposal of the property, being 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 – 5 above shall apply in respect of that new owners 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.
7. 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 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 an nature whatsoever suffered by third parties (including in each case incidental and/or punitive damages), even if the guarantor is advised in advance of the possibility of any such losses and/or damages.

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