

WATERPROOFING GUARANTEE

Property Address

Survey Report No.

Invoice No.

Client Name

Period of Guarantee

years

From

to

1. Dryside, hereinafter referred to as “The Company”, hereby guarantees that if, within the period stated above, the treatment referred to in the Survey Report, Quotations, Variation Orders and Invoice above proves defective in that free water penetrates the structural waterproofing system, and provided the provisions of paragraph 4 below have been complied with, the Company will, upon production of this Guarantee, Survey Report, Quotation, Variation Orders, Invoice, and upon payment of the Company’s 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 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. The Guarantee does not cover any loss (including consequential loss, see 11 below) or damage sustained by the person entitled to the benefit of this Guarantee save as set out in paragraph 2 above, whether caused by the Company’s negligence or otherwise.
4. This Guarantee shall be invalid and shall be unenforceable against the Company in any one or more of the following circumstances:
 - (a) 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.
 - (b) where pumps and channels are an integral part of the waterproofing system and they are not maintained and serviced at the intervals recommended by the Company;
 - (c) 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;
 - (d) 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 otherwise;
 - (e) 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 a result of any subsidence, land slip, land heave, earthquake, storm, flood or inundation.
 - (f) The surface of cementitious based waterproofing has been covered by a vapour check.
 - (g) Defects caused by chemical attack weather caused by spillage or contained within the groundwater.
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 therein. In the event of any ambiguity or uncertainty arising the Terms and Conditions of this guarantee shall apply.
6. The 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 or any damage caused as a result of condensations, nor shall clauses 1, or 2 apply in such cases.

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 client in which case the provisions hereof set out in paragraphs 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) Permit 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.
8. 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 Client, or new owner to whom the guarantee is assigned subject to paragraph 7 above ("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.
9. 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, they 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.
10. Other than such rights as the Relevant Third Party may have pursuant to clauses 7, 8 and 9 above, nothing in this Guarantee is intended to confer any right to enforce any of its terms on any person who is not a party to this Guarantee.
11. All consequential losses are excluded from this Guarantee, and for the purposes of this Guarantee consequential loss means any indirect, special or consequential damage or loss suffered or incurred by the above named client and shall include, but not be limited to damages or losses of data, furniture or equipment, economic loss or damage, damage or loss of profits, interest, business revenue, anticipated savings, business or goodwill, and 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 wall or flooring systems, cupboards, carpets or other furniture, or any other fixtures or fittings installed prior to or subsequent to our works 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 the possibility of any such losses and/or damages.
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 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, than an administration fee (at the rate prevailing at the time of the claim) will be deducted and the balance will be refunded.

Signature:

(For and on behalf of the Company)

Dryside Ltd.