

Terms & Conditions of Guarantee

1) This guarantee is issued by **ADVANCE PROPERTY PRESERVATION Ltd.**, hereinafter also called The Company, in respect of works undertaken by operatives directly employed by The Company.

2) The works referred to in Clause 1 of this guarantee are only those listed at the foot of the guarantee within the box marked "Works Guaranteed" to which the relevant Job Number, Date and Description have been added. Any other works not listed are not covered by this Guarantee.

3) **The Company hereby Guarantees** that, saving the provisions made within the report specification plan quotation or correspondence to which this Guarantee applies, and, or saving the provisions made within The Company's standard Terms and Conditions applicable at the Date the Client accepts the works to be undertaken or within this Guarantee, in the event that the person named below as beneficiary of this Guarantee (hereinafter also named as "The Client") contacts The Company in writing within the specified period of the Guarantee as specified in the box marked "Period of Guarantee" at the foot of this Guarantee document of :

(i) Any recurrence of dampness rising by capillary action from the ground to any of the walls in which The Company has installed a Damp Proof Course, or

(ii) Any continuance or recurrence of infestation by wood-boring insects of type or types specifically noted in the Specification and Report to which this Guarantee applies, in timbers chemically treated against such infestation by The Company,

(iii) Providing The Client produces this Guarantee with all relevant documents noted in Clause 3. The Company will issue to the Client an official guarantee inspection form to be completed by the Client. Upon receipt of the completed inspection form together with The Company's re inspection fee current at the time of the re inspection The Company will, at a time convenient to both The Client and The Company carry out an inspection of the defects noted on the completed guarantee inspection form.

(4) Should the re inspection disclose the problems as described by The Client on the official guarantee form, to be resultant from defects in the works carried out by The Company under the terms of this Guarantee. The Company will undertake to carry out only such rectification works judged by The Company to be necessary at no further charge to The Client and return the re inspection fee to The Client.

(5) This Guarantee does not cover any damage or loss to person holding entitlement to the Guarantee save to the provisions as set out in (4) whether caused by the Companies negligence or otherwise.

(6) This Guarantee shall not be valid or enforceable against the company in any or all of the following circumstances:-

(a) where Associated building works advised by the Company prior or during the time of treatment by the Company were not fully or properly carried out with correct materials by the Client or Client's contractor within a reasonable time of the Company recommendation.

(b) where the Client has defaulted on full payment including interest and penalties that may have been due for works specified and carried out by the Company.

(c) where moisture content in any timbers treated by the Company has subsequently been allowed to exceed 20%

(d) where any written recommendations by the Company in respect of works to be undertaken by Client or Client's contractor other than the Company relating to this Guarantee have not been complied with.

(e) where any disturbance to works carried out by the Company has occurred due to structural alterations, settlement of the building or subsequent works by Client or Client's contractor or otherwise.

This Guarantee is integral to and limited by the Companies Standard terms and conditions of business current at the date of issue of the Guarantee and in the event of a dispute such terms and conditions will prevail.

(f) In the event of a change of ownership to the property this Guarantee may be assigned by the Client to the new owner provided that notification of said change, and payment, to the Company of the current reassignment fee is made within three months of the said change in ownership.

(g) Any subsequent repair works to walls covered by the guarantee will not cover re decoration works nor will the company be liable for costs towards or for redecoration works. It is not unusual for new plaster to shrink and crack some time after application, it will be the clients responsibility to repair these cracks.

(h) The guarantee will not cover failures not reported to the company as they become apparent, client not undertaking full recommendations (it can not be the companies responsibility to see these are carried out),, structural alterations, structural movement, burst drains or pipes, disturbance to works ie. puncturing without receiving written confirmation to proceed, condensation, any replastering undertaken by others, timbers left in within dry rot treated areas or where recommended to be removed/isolated, where the client has not paid the full price for works, where maintenance contracts have not been taken out on pumps, where rodding eyes have been damaged/locked or kept accessible for maintenance, where maintenance contracts have not been taken out for the flushing through of drainage channels on a yearly basis or as advised. Where foreign bodies have been running to sump chamber such as mains/grey/fowl water.

This Guarantee is to be kept with the report, specification, plan and, all correspondence relevant to the Job Numbers listed in the "Works Guaranteed" box at the foot of this Guarantee.