

POLYROOF ACCREDITED SYSTEM GUARANTEE



ACCREDITED SYSTEM:

GUARANTEE PERIOD (FROM INSTALLATION COMPLETION DATE):

GUARANTEE NUMBER:

INSTALLATION COMPLETION DATE:

ABOUT POLYROOF

Established in 1984, we are a limited company registered in England and Wales with company number 01857434 and have our registered office address and main trading address at Furness House, Castle Park Industrial Estate, Flint, Flintshire, CH6 5XA.

We are certified to ISO 9001:2008 Quality Management System and ISO 14001:2004 Environmental Management System.

Our Protec, Polyroof 185 and Elastex systems are approved by the Board of Agrément (BBA), and the Protec system is also approved by Factory Mutual.



This page and the terms and conditions set out overleaf and attached, where applicable (together, the "Terms") tell you the terms and conditions on which we will provide you with the Guarantee for the above Accredited System.

Please read the Terms carefully. **Please note that the Guarantee will not be valid and you will not be able to make a claim under it, unless you have complied with the Terms.**

The Guarantee exclusively covers for the Guarantee Period any internal water ingress through the Accredited System which results in your roof no longer being waterproof, subject to those exclusions listed at paragraph 2 of the terms and conditions overleaf.

The Guarantee is limited to your benefit only and can only be transferred to a purchaser of your property if you write to us requesting we do so and we have confirmed we are able to transfer the Guarantee, after having inspected your roof within 30 days of the change in ownership of your property. Inspections for these purposes will be charged to the current owner of the property at £100 plus VAT.

We may permit the Guarantee to be transferred without an inspection and at no charge at our sole discretion. However, we strongly recommend that an inspection is carried out as this may affect any future claim you may make against the Guarantee.

DETAILS OF CONTRACT

CUSTOMER ("YOU" / "YOUR"):

APPROVED CONTRACTOR:

PROPERTY ADDRESS:

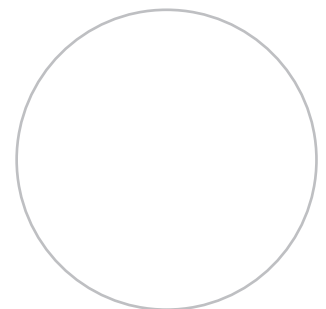
APPROVED CONTRACTOR ADDRESS:

ROOF AREA (m²):

SYSTEM COLOUR:

DIRECTOR OF POLYROOF PRODUCTS LIMITED

THIS GUARANTEE IS SUBJECT TO CLAUSE(S):



TERMS AND CONDITIONS

1. WHAT THE GUARANTEE COVERS (ADDITIONAL INFORMATION)

1.1 The Guarantee is limited to us making good the waterproofing integrity of the Accredited System for the remainder of the Guarantee Period. We may do this by repair, restoration or to the extent that we deem necessary, partial or whole replacement of the Accredited System.

1.2 The remedy set out at paragraph 1.1 above is your exclusive remedy and we exclude all other damages, costs or losses associated with any failure of the Accredited System to the fullest extent permitted by law.

1.3 Neither we, nor any of our employees, agents, subcontractors or other representatives shall under any circumstances whatsoever be liable to you for any loss or damage caused by a failure of the Accredited System which was not reasonably foreseeable at the time that the Accredited System was installed.

2. WHAT THE GUARANTEE DOES NOT COVER

2.1 Any incidents of the Accredited System colour fading, water ponding on the roof, or anti-slip performance of the Roof;

2.2 Any failure which arises due to building change of use or insufficient provision to control condensation within the your roof structure;

2.3 The replacement or repair of mortars, mastics and silicones used to seal associated details;

2.4 Any failure which arises due to workmanship which is not carried out by an "Approved Applicator" employed and engaged by an "Approved Contractor" and/or any work that is not carried out in accordance with our instructions. Approved Contractor means a third party contractor, whether a sole trader, partnership or corporate body approved by us who supplies the Accredited System for this roof and who engages an Approved Applicator to install it. An Approved Applicator means an individual who is registered with Us as being trained and certified in the application of the Accredited System to our satisfaction and who hold a Polyroof Applicator Identification Card issued by us.

3. LOOKING AFTER YOUR ROOF

3.1 There are certain things that you can do to help take care of your roof and to ensure that the Accredited System lasts for as long as possible.

Please be aware that if you choose not to follow this guidance, this may invalidate any claim you make against the Guarantee.

3.2 You should take all reasonable care to inspect your roof twice annually at a minimum (in autumn and spring). Additional inspections may be necessary after very unusual weather conditions, if other works are being carried out in close proximity to your roof, or if any known damage has occurred. All inspections should be undertaken by a "Competent Person". For the purposes of these Terms, Competent Person shall mean someone who has sufficient training, skills, experience and knowledge to perform the required task in a safe manner in accordance with Health and Safety legislation.

3.3 To avoid the durability of Your Roof being seriously affected, when you or a Competent Person on your behalf inspects your roof, the inspection should ensure that:

- A) your roof's rainwater goods such as guttering and outlets are free from leaves and other debris;
- B) your roof's flashings (i.e. the material which is used to seal and protect joints in the building from water penetration) are in good working order;
- C) ancillary items such as skylights, ventilators and other roof penetrations are in good order; and
- D) any Maintainable Details on your roof are in good working order and well maintained. Maintainable Details

may include but are not limited to terminations such as rainwater outlets, wall flashings, door and window thresholds and any penetrations through your roof. Particular attention should be made to terminations that rely on sealants such as silicone, or where there is a reliance on adhesion to an adjacent roof system or to a product which may have a shorter life expectancy than the Guarantee Period. Further guidance on maintenance can be found in the Householders Guide to Flat Roofing, available through roof trade associations. It is the responsibility of the Competent Person carrying out the inspection to make you aware of the condition of such Maintainable Details. For the purposes of this paragraph 3.3, "Maintainable Details" means any roof detail that may require some degree of maintenance during the Guarantee Period, which if not suitably maintained may lead to premature breakdown of your roof.

3.4 To avoid invalidating the Guarantee, you must not, without notifying us in advance and receiving our prior written consent in return:

- A) Significantly alter or change the use of the space below your roof, e.g. changing an unheated storeroom to a heated office, or conversion of a garage to a habitable space.
- B) Alter or make any modifications to your roof, including addition of any fixtures or fittings.
- C) Apply paints, coatings or other materials to your roof.
- D) Alter the thermal properties of your roof by addition of or removal of insulation; blocking or changing ventilation into the roof space.

4. PROPOSAL DISCLAIMER

4.1 Where we have provided you with a "Proposal", this has been provided free of charge in good faith and contains information which is based on our knowledge and experience of the Accredited System. Whilst we have expertise in the Accredited System, we do not hold ourselves out as experts in every field referred to in the Proposal and as such shall not be held liable for any reliance you place on the Proposal in that respect. If you wish to obtain independent expert advice as regards the installation of your Accredited System, we shall refer you to a list of such experts at your request and your choice to instruct any particular expert shall be at your sole discretion. We shall not be held liable or responsible for the actions or omissions of any expert which we refer to you. A "Proposal" means a proposal which we have prepared for you which sets out a bespoke specification for your requirements in respect of installing the Accredited System, including guidance and recommendations to ensure compliance with current regulations.

5. CLAIMING ON YOUR GUARANTEE

5.1 This section follows on from the procedure below under "How to Make a Claim".

5.2 You must provide us with any further reasonable information which we request from you as part of the investigation of any claim under this paragraph.

5.3 If you disagree with the outcome of our investigation set out in our report, as referred to at the bottom of this page, you must notify us in writing within 14 days. We will then appoint an independent assessor who is a member of The Institute of Roofing and suitably qualified to investigate the Failure and report to you with their decision within 90 days of the date that we receive your notification. The decision of the independent assessor shall be final.

5.4 If any costs are incurred by either you or us in relation to a dispute described at paragraph 5.3 above, all of those costs shall be paid by whoever is determined by the independent assessor as being at fault.

5.5 For the avoidance of any doubt, please note that any successful claim which results in us repairing, restoring or to the extent which we deem necessary, replacing, the

Accredited System, will not in any circumstances extend the original Guarantee Period or in any way imply a new Guarantee.

6. EVENTS OUTSIDE OUR CONTROL

6.1 If we fail to perform any of our obligations under the contract between us, or if we delay in performing any of our obligations, please note that we will not be liable or be held responsible if that failure or delay is caused by an "Event Outside Our Control".

6.2 An Event Outside Our Control means any act or event which is beyond our reasonable control, including but not limited to strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

6.3 If an Event Outside Our Control does take place, and it affects the performance of our obligations under these Terms, we will contact you as soon as reasonably possible to notify you and all of our obligations under these Terms will be suspended. The time in which we must perform any of our obligations will also be extended for as long as the Event Outside Our Control continues.

7. GOVERNING LAW AND JURISDICTION

7.1 The Guarantee, these Terms and any dispute or claim concerning them (including non contractual disputes or claims) shall be governed and interpreted in accordance with English Law.

7.2 We both irrevocably agree that the courts of England and Wales shall have the exclusive right to settle any dispute or claim that concerns the Guarantee or these Terms.

8. OTHER IMPORTANT TERMS

8.1 The Guarantee and these Terms form a contract between us. No other person shall have any rights to enforce the Guarantee or any of these Terms. However, the purchaser of your property will have the benefit of the Guarantee if you transfer it to them in accordance with the procedure set out overleaf, but neither of us will need their consent to cancel or make any changes to these Terms.

8.2 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

9. ACKNOWLEDGEMENTS

9.1 You have read and understood these Terms.

9.2 Nothing in these Terms shall affect your legal rights which are implied into the contract between us for your own protection. If you are a consumer, you can find further information about your legal rights from the Citizen's Advice Bureaux or the Office of Fair Trading.

9.3 For the avoidance of any doubt, we shall only use the personal information which you provide to us for the purpose of the issue of the Guarantee and any claim made under the Guarantee, or as required in relation to these Terms. We will not give your personal information to any other third party without your express prior written consent.

10. YOUR CONCERNS

10.1 If you have any concerns regarding the Accredited System, the Guarantee or these Terms, please contact us at customer.services@polyroof.co.uk or on 01352 735 135.

HOW TO MAKE A CLAIM To be read in conjunction with additional terms above, in particular paragraph 5

If you would like to make a claim against the Guarantee, you should request our claim form by emailing us at customer.services@polyroof.co.uk or writing to us at Furness House, Castle Park Industrial Estate, Flint, Flintshire, CH6 5XA. We must receive a completed claim form within 14 days of the date that you identify a possible failure of the Accredited System.

We shall investigate the claim within 30 days of receiving the claim form. In order to carry out our investigation effectively, take samples and photographic evidence, you must allow us to access your roof and if necessary, allow us to enter your property. We will report to you with the results of our investigation within 30 days of the date that we began our investigation.