



CERTIFICATE OF GUARANTEE
(Issued in accordance with AAC Waterproofing Ltd)

SECTION 1

Property Address:

Contractor:

Main Contractor:

Completion Date:

Contract No:

Size of Roof:

Building Owner:

SECTION 2

The above named contractor guarantees for a period of 20 years from the above completion date (the guaranteed period) that, in the event of any recurrence of dampness in the areas covered due to defect in materials, they will carry out any necessary re-treatment of the area or areas where the failure has occurred free of charge. The guarantee is conditional upon and subject to the conditions shown overleaf.

SECTION 3

AAC Waterproofing Ltd (hereafter called AAC) guarantees that the materials supplied by them to the above named Contractor are such to ensure an effective life for the total period of that guarantee if installed and/or applied in accordance with Prelasti instructions and specifications ruling at the time of the contract.

AAC's limit of liability under this guarantee is to replace free of charge any materials necessary to re-treat a previously treated area if such original treatment proves defective due to the failure of the product supplied. This undertaking is conditional on and subject to client/owner being able to satisfy the conditions referred to under section 2.

In the event of the treatment property changing ownership, then this document mentioned in condition 1 overleaf should be given to the new owner or his agent. The Contractor will honour such a guarantee provided all these documents are produced when the claim is made. It is not necessary to inform the Contractor or AAC of a change of ownership. However, if written confirmation of assignment is required, an administration charge will be levied for this service.

AAC reserves the right to charge in advance for expenses involved in researching a claim and visiting the property. A full refund will be made if the claim is upheld.



Signed
(For AAC Waterproofing)

Date

Declaration of Warranty Conditions of Guarantee

Prelasti – AAC Waterproofing Ltd. hereby guarantee the waterproofing membrane on the project detailed above for a period of TWENTY YEARS from the date of completion and in the event of water penetration during such a period resulting from membrane failure due to a fault in the materials we will make good by repair or replacement the waterproofing integrity of the membrane system, free of charge provided that:

- 1) The waterproofing membrane has not been subject to abuse in the form of mechanical and/or physical damage however caused.
- 2) We are notified immediately, in writing, upon the discovery of water penetration and that immediate access and facilities are made available to ourselves or our appointed agent.
- 3) Any special conditions that may be detailed above which form part of this guarantee.
- 4) The guarantee shall not apply however where the said method of treatment carried out by the Company, as listed in our survey report, has been disturbed, removed, renewed or where subsidence or settlement has taken place or work carried out by others which does not comply with our recommendations, and in that event the Company reserves the right to charge the Client for its service in inspecting and repairing the method.
- 5) Nothing contained in the terms of this certificate shall be construed as depriving either the person or persons claiming benefit hereunder, or the Company, of their respective rights under Common Law.
- 6) In the event of the property being sold, the Company will recognise the new owner as having the benefit of the unexpired portion of this guarantee.
- 7) It shall be condition precedent of the Company being liable under the guarantee that:
 - a. Work specified in the report has been completed and shall have been properly carried out without delay.
 - b. Any other essential work specified in the report shall have been completed in a reasonable time and in accordance with sound building practice.
 - c. The client (or his successor as Owner of the Property) shall be responsible for the full and proper maintenance at all times, of all water and water-disposal systems and other services in the property, together with the general upkeep and repair of the structure.
 - d. The Contractor reserves the right to charge for re-inspection.
- 8) Any replastering work associated with the Treatment, if carried out by other than the Company, shall be strictly in accordance with the terms and conditions of our Company.
- 9) In the event of a complaint we reserve the right to invoke a Company complaint procedure which includes an arbitration scheme. We also reserve the right to unimpeded access.
- 10) This guarantee is only valid and will remain in force if full and final payment of the invoice is made within the terms of the Company.
- 11) In addition, Prelasti-AAC Waterproofing Ltd. undertakes during the guarantee period to carry out or procure the carrying out of any further installation work which is the subject of a valid claim on the part of the Property owner as against the Contractor pursuant to the Contractor's Guarantee should the Contractor be unable to perform the same as a result of cessation of business due to bankruptcy or liquidation (whether voluntary or involuntary).
- 12) Alternatively, and at it's entire discretion, Prelasti – AAC may reject not to carry out or procure the necessary remedial work but instead to pay the guarantee beneficiary a sum of money equal to the cost of carrying out or procuring the carrying out of such work.

This Guarantee is issued by a



Date.....

Approved Contractor

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This is a valuable document. Please retain it with other relevant papers in a place of safekeeping