

# Materials and Installation Guarantee

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## Dryseal Installation Guarantee - Conditions

### 1 Conditions

This Installation Guarantee shall become null and void if in the sole opinion of the Approved Contractor:

- 1.1** any invoices for the installation and supplies of materials are not paid in full to the Approved Contractor;
- 1.2** roof surface is not reasonably maintained and kept clear of any debris;
- 1.3** any modification or alteration, including but not limited to drilling or cutting, is made to the System or other roof components or the roof area after installation and such work is not carried out by an Approved Contractor;
- 1.4** any remedial work, including any temporary repairs, which are not carried out in accordance with the procedures approved by Hambleside Danelaw Ltd as detailed within the Dryseal Technical Manual and by an Approved Contractor;
- 1.5** the Approved Contractor or representatives of Hambleside Danelaw Ltd are not allowed, or able to gain safe access to the Building for the purposes of inspection of the System; or
- 1.6** the Owner/Tenant fails to comply with any term or condition of this Installation Guarantee.

### 2 Limitations

- 2.1** The Approved Contractor shall not be liable under this Installation Guarantee in respect of any of the following:
  - 2.1.1** any loss, damage or defect caused by any materials used in the installation of the System;
  - 2.1.2** any loss, damage or defect caused by any movement, subsidence or any failure or defect in the Building;
  - 2.1.3** any damage or defect in the Building known or ought reasonably to have been known by the Owner/Tenant and which were not remedied prior to or during installation;
  - 2.1.4** the cost of routine maintenance, overhaul or modifications or loss, damage or defect arising there from, or for which compensation/recourse is provided by legislation such as the Consumer Credit Act 1974;
  - 2.1.5** any loss, damage or defect arising through abnormal use of the roof (including the imposition of any greater load than the System was designed), general negligence, malicious act or through neglect when working on the roof surface without adequate precautions being taken to protect the System;

- 2.1.6** any loss, damage or defect arising through incorrect or inadequate draining systems or from damage caused by roof top contaminants such as but not limited to solvents, petroleum or oil based products;
- 2.1.7** any loss, damage or defect caused by any act of God, including but not limited to strong winds, war risks, sonic boom, nuclear radiations or acts of terrorism or any other occurrence beyond the control of the Approved Contractor;
- 2.1.8** any loss, damage or defect arising from any failure to comply with the recommendations of Hambleside Danelaw Ltd, and/or the Approved Contractor, on roof maintenance and traffic;
- 2.1.9** any loss, damage or defect caused by wear and tear, sunlight, normal deterioration, neglect in maintenance, any change in colour, texture, opacity or discoloration or staining or superficial deterioration or marring of finishings or surface appearance or ageing processes;
- 2.1.10** any loss, damage or defect caused by any wilful or accidental damage;
- 2.1.11** any loss, damage or defect suffered other than as specifically expressed to be covered by this Installation Guarantee;
- 2.1.12** the gradual deterioration, due to ageing, of the top (weather) coat or its colour or any of the components of the System which would be reasonably expected to occur due to exposure to the atmosphere;
- 2.1.13** any loss, damage or defect caused by pollution or contamination;
- 2.1.14** any loss or damage for defective products where the fault arises after the expiry date of the Dryseal Materials guarantee;
- 2.1.15** any loss, damage or defect caused by or consequent upon a peril that can be insured under a House Hold or Commercial Buildings or Property Owners Insurance policy whether Insured or not;
- 2.1.16** any investigative works and related costs for any alleged waterproofing failure where the System has been overlaid for example with but not limited to green roof systems, promenade tiles, paving slabs, decking or AstroTurf, unless and until it can be demonstrated that there is a fault with the System;
- 2.1.17** any incidental or consequential damage to the Building or contents of the Building or any loss of use or any indirect, special or consequential damages or losses suffered or incurred by the Owner/ Tenant;
- 2.1.18** any loss, damage or defect costing in excess of £250,000 to rectify including all costs and expenses; or
- 2.1.19** any costs, losses, expenses or damages for death, bodily injury, disease, illness or injury to mental health, unless directly caused by the negligence of the Approved Contractor.

## 3 Claim Procedure

- 3.1 Any claim under this Guarantee should in the first instance be made to the Approved Contractor in writing and at their address recorded on the Notification of Potential Claim in the attached form.
- 3.2 If necessary and upon the request of the Approved Contractor following the initial visit, a representative of Hambleside Danelaw Ltd shall subsequently attend site for the purpose of evaluating the claim subject to the provision of safe access to the System. It shall be the responsibility of the Owner/Tenant to make the necessary arrangements to provide the means of safe access.
- 3.3 In the event that the Approved Contractor is unwilling or unable for any reason to return to site and remedy any defect or if the Approved Contractor cannot be contacted by the Owner/Tenant the Owner/Tenant must notify Hambleside Danelaw Ltd of this. In this instance, Hambleside Danelaw Ltd shall endeavour to arrange for another Approved Contractor to attend site as soon as reasonably possible for the purpose of evaluating the claim, subject to a safe means of access to the roof being available.
- 3.4 In the event that the claim is not amicably resolved between the Approved Contractor and the Owner/Tenant then the adjudication services of the National Federation of Roofing Contractors shall be used and their decision shall be binding. They shall also determine who should bear the costs of such adjudication.

## 4 Miscellaneous: Installation

- 4.1 The statutory rights of the Owner/Tenant are not affected by this Installation Guarantee.
- 4.2 Subject to clause 4.1 the Approved Contractor provides no guarantee oral or written expressed or implied save as may be set out or referred to herein.
- 4.3 Should the Approved Contractor fail at any time to enforce any of the terms or conditions of this Installation Guarantee this shall not be deemed a waiver of that term or condition or any other term or condition of this guarantee.
- 4.4 This Installation Guarantee shall be governed by and construed in accordance with the law of England and Wales.

## Dryseal Materials Guarantee - Conditions

### 5 Conditions

This Materials Guarantee shall become null and void if in the sole opinion of Hambleside Danelaw Ltd:

- 5.1 Hambleside Danelaw Ltd does not receive the Certificate of Notification of Completion for the Dryseal Roofing System, signed by the Owner/Tenant confirming that the System has been satisfactorily installed within 60 days of the completion of the installation;

- 5.2 the installation is not completed in accordance with the instructions of Hambleside Danelaw Ltd and specifications in respect of the System detailed within the Dryseal Technical Manual and any additional instructions that may apply;
- 5.3 the materials used in the installation of the System are not correctly stored and handled in accordance with instructions of Hambleside Danelaw Ltd detailed within the Dryseal Technical Manual and/or any specific product instructions which may be applicable to the installation;
- 5.4 any glass fibre materials, jointing resins or surface coatings which are used to achieve water tightness or completion of the System were not manufactured, supplied or specifically approved by Hambleside Danelaw Ltd as part of the System;
- 5.5 any fixings used in the installation of the System which were not approved by Hambleside Danelaw Ltd as listed in the then current Dryseal Technical Manual or alternatively approved in writing by Hambleside Danelaw Ltd prior to the commencement of the installation;
- 5.6 any use of laminating or top coat materials not supplied by Hambleside Danelaw Ltd;
- 5.7 any invoices for the installation and supplies of materials are not paid in full to the respective parties;
- 5.8 the roof surface is not reasonably maintained and kept clear of any debris;
- 5.9 any modification or alteration, including but not limited to drilling or cutting, is made to the System or other roof components or the roof area after installation and such work is not carried out by an Approved Contractor;
- 5.10 any remedial work, including any temporary repairs, which are not carried out in accordance with the procedures approved by Hambleside Danelaw Ltd as detailed within the Dryseal Technical Manual and by an Approved Contractor;
- 5.11 the Approved Contractor or representatives of Hambleside Danelaw Ltd are not allowed, or able to gain safe access to the building for the purposes of inspection of the System; or
- 5.12 the Owner/Tenant of the Building fails to comply with any term or condition of this Materials Guarantee.

## 6 Limitations

- 6.1 Hambleside Danelaw Ltd shall not be liable under this Materials Guarantee in respect of any of the following:
  - 6.1.1 any loss, damage or defect to or caused by any materials relating to the substrate or materials below the System;
  - 6.1.2 any loss, damage or defect caused by any movement, subsidence or any failure or defect in the building;

- 6.1.3** any defects in the Building known or ought reasonably to have been known by either the Approved Contractor or the Owner/Tenant and which were not remedied prior to or during installation;
- 6.1.4** The cost of routine maintenance, overhaul or modifications or loss, damage or defect arising there from, or for which compensation/recourse is provided by legislation such as the Consumer Credit Act 1974;
- 6.1.5** any damage arising through abnormal use of the roof (including the imposition of any greater load than the system was designed), general negligence, malicious act or through neglect when working on the roof surface without adequate precautions being taken to protect the System;
- 6.1.6** any damage to the materials, building or structure arising during installation and which is not rectified at that time by either of the Approved Contractor or Owner/Tenant;
- 6.1.7** any loss, damage or defect suffered due to incorrect installation of the System by the Approved Contractor or otherwise inadequate workmanship or negligence of the Approved Contractor;
- 6.1.8** any loss, damage or defect arising through incorrect or inadequate draining systems or from damage caused by roof top contaminants such as but not limited to solvents, petroleum or oil based products;
- 6.1.9** any loss, damage or defect caused by wear and tear, sunlight, normal deterioration, neglect in maintenance, any change in colour, texture, opacity or discoloration or staining or superficial deterioration or marring of finishings or surface appearance or ageing processes;
- 6.1.10** any loss, damage or defect arising from any failure to comply with the recommendations of Hambleside Danelaw Ltd on roof maintenance and traffic;
- 6.1.11** any loss, damage or defect caused by fair wear and tear, sunlight, storm or deterioration due to neglect in maintenance;
- 6.1.12** the gradual deterioration, due to ageing, of the top (weather) coat or its colour or any of the components of the System which would be reasonably expected to occur due to exposure to the atmosphere;
- 6.1.13** any loss, damage or defect to or caused by products not supplied by Hambleside Danelaw Ltd or not specified in the then current Dryseal Technical Manual as part of the System;
- 6.1.14** any loss, damage or defect caused by pollution or contamination;
- 6.1.15** any loss, damage or defective products where the fault arises after the expiry date of the Dryseal Materials guarantee;
- 6.1.16** any loss, damage or defect caused by or consequent upon a peril that can be insured under a House hold or Commercial Buildings or Property Owners Insurance policy whether Insured or not;
- 6.1.17** any loss, damage or defect caused by any wilful or accidental damage;
- 6.1.18** any loss, damage or defect suffered other than specifically expressed as covered by this Materials Guarantee;



- 6.1.19** any investigative works and related costs for any alleged waterproofing failure where the System has been overlaid for example with but not limited to green roof systems, promenade tiles, paving slabs, decking or Astroturf, unless and until it can be demonstrated that there is a fault with the System;
- 6.1.20** any incidental or consequential damage to the building or contents of the building or any loss of use or indirect, special or consequential damages or losses suffered or incurred by the Owner/Tenant; or
- 6.1.21** any losses exceeding £250,000, including all costs and expenses.
- 6.2** A roof inspection by an Approved Contractor is required at the time of the fifth anniversary of the installation of the System. This inspection is to be carried out at the cost of the Owner/Tenant. If the inspection is not carried out then the period of this Materials Guarantee shall be reduced by 5 years.

## **7 Claim Procedure**

- 7.1** Any claim under this Materials Guarantee should in the first instance be made by the Approved Contractor in writing at its address recorded on the Notification of Potential Claim in the attached form and copied to Hambleside Danelaw Ltd immediately upon the discovery of any fault.
- 7.2** If necessary and upon the request of the Approved Contractor following the initial visit, a representative of Hambleside Danelaw Ltd may attend site for the purpose of evaluating the claim subject to the provision of safe access to the System. It shall be the responsibility of the Owner/Tenant to make the necessary arrangements to provide the means of safe access. In the event that a material defect is proved Hambleside Danelaw Ltd will reimburse the Owner/Tenant for the reasonable costs for the provision of safe access.
- 7.3** In the event that the Approved Contractor is unwilling or unable for any reason to return to site and remedy any defect or if the Approved Contractor cannot be contacted by the Owner/Tenant, the Owner/Tenant must notify Hambleside Danelaw Ltd of this. In this instance, a representative of Hambleside Danelaw Ltd shall endeavour to attend site as soon as reasonably possible for the purpose of evaluating the claim, subject to a safe means of access to the roof being available.
- 7.4** In the event that the claim is not amicably resolved between Hambleside Danelaw Ltd and the Owner/Tenant then the adjudication services of the National Federation of Roofing Contractors shall be used and their decision shall be binding. They shall also determine who should bear the costs of such adjudication.

## **8 Miscellaneous : Materials**

- 8.1** The statutory rights of the Owner/Tenant are not affected by this Materials Guarantee.
- 8.2** Subject to clause 8.1 Hambleside Danelaw Ltd provides no guarantee oral or written expressed or implied save as may be set out or referred to herein.
- 8.3** Should Hambleside Danelaw Ltd fail at any time to enforce any of the terms or conditions of this Materials Guarantee this shall not be deemed a waiver of that term or condition or any other term or condition of this Materials Guarantee.
- 8.4** This Materials Guarantee is limited to performance of the System and no responsibility or guarantee is extended to include any of the Approved Contractor's liabilities to the Owner/Tenant.
- 8.5** This Material Guarantee shall be governed by and construed in accordance with the Law of England and Wales.

# Materials and Installation Guarantee

## PART ONE

Notification of a potential claim To be sent to the APPROVED CONTRACTOR detailed below.

We the Owners/Tenants of the property on which the Dryseal Roofing System has been installed hereby notify you of a potential claim under this Guarantee. Would you please contact us to discuss the position.

Date of Notification

Owner/Tenant (Authorised Signature)

Address of Property

Approved Contractor details

Your Telephone Number

Your email Address

Your Dryseal Guarantee Number

## PART TWO

COPY Notification of a potential claim To be sent to Hambleside Danelaw Ltd at the above address

We the Owners/Tenants of the property on which the Dryseal Roofing System has been installed hereby notify you that today we have advised the Approved Contractor of a potential claim under this Guarantee.

Date of Notification

Owner/Tenant (Authorised Signature)

Address of Property

Your Dryseal Guarantee No.

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