

Basement Build Conversion Retro-fit Waterproofing

> CWSEC Ltd t/a Beautiful Basements

> > INSTALLATION GUARANTEE



Beautiful Basements guarantees for a period of ten years from the installation completion date that in the event of the membrane system being subject to a form of degradation under normal use that prevents the membrane from meeting its designed performance criteria, Beautiful Basements will at any time during the guarantee period re-fund an re-supply free of charge such membrane as has proved to be installed in a defective manner.

This guarantee is subject to and conditional upon the Limitations of Guarantee shown overleaf.

In the event of a change of ownership of the property, Beautiful Basements will honour the terms of this Guarantee provided the new successors in title of the property comply with the Conditions and Limitations of the Guarantee. The Administrator will require written notification of a transfer of title. The transfer of the guarantee is undertaken on the strict understanding that it is in the original spirit of the agreement entered into with the instruction client and does not infer or grant any additional rights to subsequent owners in title.

Beautiful Basements 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.

THIS GUARANTEE DOES NOT AFFECT YOUR STATUTORY RIGHTS.

CONDITIONS AND LIMITATIONS OF GUARANTEE

- 1. No claims will be investigated unless the claimant complies with the claims procedure and (a) produces the following:
 - (i) This certificate of Guarantee
 - (ii) The invoice to which the membrane installation and guarantee relate.
 - (iii)
 - Schedule of Work carried out (including plan) All other correspondence generated during the following completion of the membrane installation (iv)
 - (b) permits right of access for inspection to Beautiful Basements and a nominated independent advisor
 - (c) pays in advance the expenses involved in researching a claim and visiting the property.
- 2. No claim will be valid unless the property has at all times since the Installation Completion Date been maintained in a sound condition and has not been modified or damaged in any way likely to have an effect either directly or indirectly upon the membrane installed.
- 3. No claim may be made in respect of:
 - (a) any part of the membrane installation that is exposed to the elements, ultra violet light or is subject to mechanical wear or



- (a) associated or recommended work, procedures or maintenance stipulated by Beautiful Basements to be undertaken by others has not been undertaken or carried out in full or
- (b) dampness on the surface of the installed membrane is caused by condensation or
- damage or defects have been caused by contamination, ONLY spillageorchemical attack or
- (d) damage or defects to the system have been caused by alterations to the building, either internally or externally or
- (e) the membrane has been punctured, torn or interfered with or
- (f) damage to the membrane has been caused as a result of structural movement, settlement, heave, frost or a failure of the substrate to which the membrane has bee applied.
- 5. This Guarantee is limited to the re-supply and re-installation of membrane only (plus associated plaster and decoration works) and does not extend to any consequential loss or any other type of damage or loss howsoever caused.
- 6. Beautiful Basements will accept no responsibility whatsoever for any liabilities arising under any other guarantees or warranties that may have been issued or provided by others in conjunction with the installation of the membrane to which this guarantee relates.

ASSIGMENT

This Guarantee is transferable to successors in title of the property concerned. Application should be made in writing to Beautiful Basements enclosing the original or a copy of this Guarantee. A fee will be charged to cover the reasonable administrative costs of the assignment and generation of a new guarantee document.

CLAIMS PROCEDURE

Before submitting a claim under this Guarantee the Guarantee Beneficiary must verify the following:

- That the reason for your claim is due to a fault in the installed membrane system alone and not caused by 1. any other factor.
- 2 That your notification of claim is being made within the period of Guarantee.
- 3. That the Conditions and Limitations of the guarantee have where relevant and are able to be complied with.

As soon as you are satisfied that your claim will not be excluded by any of the above points please request a claim form by writing to Beautiful Basements at the address shown below. Failure to notify the Administrator of a claim within thirty days of the defect occurring or becoming apparent will jeopardise your right to claim under this Guarantee.

The cost of preliminary investigation and claim research shall be provided by the guarantee beneficiary in advance of any inspection and will be immediately refunded if the claim is found to be valid.

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Product Suppliers:

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