

## *Guarantee*

Report No KJ 1394 / 1464 Date 16TH MARCH 20 15  
Client ENTRY WAY LIMITED  
Address of the property George Leyburn House, Fletcher Street  
London E1-8HW  
Date of Completion of the Work FEB 2015 Invoice No 1272

1. This document is issued by K.J. [Dampcoursing and Timber Preservationist] [hereinafter called "The Company"] in respect of the Work Carried Out by the Company's Operatives in the Property for the Client all as described in the Company's Reports and Estimates [subject to any variations during the execution of the work].

2. [A] The Company hereby GUARANTEES that, save as hereinafter provided, in the event of the person entitled to the benefit of this Guarantee [ hereinafter included in the term "The Client"] notifying the Company within a period of TWENTY YEARS from the Date of Completion of the Work, of

[a] any commencement, continuance or recurrence of infestation by wood-boring insects or attack by wood-rotting fungi in any of the timbers treated against any may such insects or fungi respectively in the Work Carried Out, or

[b] any recurrence of damp rising / penetrating from the ground in any of the walls in which the installation for the cure of such damp was provided;

the Company will upon production of this Guarantee and all Survey Reports Estimates and Specifications, with any amendments thereto, issued by the Company in connection with the Work Carried Out, arrange for these timbers or walls to be inspected at a mutually convenient time, and for carrying out without further charge of such chemical treatment against infestation by wood-boring insects or attack by wood-rotting fungi as may be necessary, or [as the case maybe] of such further treatment to the walls as may be necessary to make good any failure of the installation to stop damp rising from the ground. In addition the Company will open up and make good as may be necessary to complete such further chemical and/or rising damp treatment.

[B] Provided that in the following cases this Guarantee shall not be applicable:-

[a] Woodworm infestation, fungal attack damp which is not reported to the Company as soon as it becomes apparent.

[b] Timbers or walls of the property, which suffer a recurrence of fungal attack or rising damp.

[i] as a result of failure to keep the Property in a dry and weather proof condition and in good and proper state of maintenance.

[ii] as a result of structural alterations to the Property.

[iii] as a result of a failure to carry out any recommendations given by the Company in writing which is the responsibility of the Client.

[c] Furniture.

[d] Plywood (because of the impossibility of penetrating the glue line.)

[e] Any re-appearance of rising damp if the installation to cure dampness has been interfered with since its provision.

[f] Any replastering and /or other building works.

[g] Any limited treatments, which are noted in any specification or estimate or otherwise as being excluded from the guarantee.

[C] Without limiting the generality of the words "good and proper maintenance" of the Property they are deemed to include good and proper maintenance of rainwater goods and disposal systems, soil and waste disposal, hot and cold water systems, internal and external ground levels relative to damp proofing courses and internal floor levels, adequate sub-floor through ventilation and of the general structure of the property.

3. In the event of a disposal of the Property covered by this Guarantee, the Company will, if so requested by the Client in writing within three months of the completion of such disposal, permit the benefit of the remaining period of this Guarantee to be assigned to the new owner of the Property upon payment of a registration fee of Seventy Five Pounds and will recognise such new owner as the person entitled to the benefit of this Guarantee.
4. In the event of any dispute arising concerning any claim under this Guarantee the same shall be referred to an independent expert to be appointed by agreement between the Company and the Client. Failing such agreement between the Company and the Client, the President for the time being of the British Wood Preserving Association shall be asked to nominate an independent expert. The decision of the expert so appointed or nominated shall be binding on the Company and the Client.
5. This Guarantee is in addition to all rights which the Client has at Common Law.

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THIS GUARANTEE IS NOT VALID UNLESS PAYMENT IN FULL HAS BEEN RECEIVED BY THE COMPANY OF THE INVOICE(S) RENDERED BY IT IN RESPECT OF THE WORK CARRIED OUT WITHIN 14 DAYS OF THEIR SUBMISSION TO THE CLIENT.