

Catrake Ltd. (herein after called The Company) guarantees that in the event of any continuation or recurrence of fungal or wood boring beetle attack in any of the timbers or masonry treated by it, or rising damp from the ground in any of the walls in which an installation by it for the cure of such damp was provided, or unsatisfactory performance of wall ties, at the property mentioned overleaf, it will carry out retreatment of the affected area and plastering as a direct result of revival of rising damp, where carried out by The Company, free of charge, subject to the following terms and conditions:-

1. This guarantee is valid for the period stated overleaf from the commencement date shown. Any guarantee claim which is not reported to The Company during that period is outside the scope of the guarantee. Where the person entitled to the benefit of this guarantee does not give written notice of the claim under this guarantee to be received by The Company within 3 months from the date on which the existence of such a claim could, with the exercise of reasonable diligence by a continuous occupier of the affected premises, have been discovered, no claim will be allowed.
2. This guarantee relates to those parts of the timber and masonry treated by The Company. Treatments or work not carried out by The Company are not included. For full details, The Company's original report, quotation / estimate and any drawings should be consulted and retained with this guarantee. (Copy documents are available at an additional fee).
3. This guarantee is subject to the Conditions of Contract attached to The Company's report and quotation / estimate, which are incorporated here. In the event of any ambiguity or uncertainty arising, the terms and conditions of this guarantee shall apply.
4. The Company will, within the scope of this guarantee, arrange for inspection of the affected timber and / or masonry and carry out such exposure and treatment work as may be necessary to eradicate the infestation or attack and to reinstate the structural condition of the affected areas. The Company does not accept responsibility for decoration and any other consequential costs loss or expenses of actual removal / reinstatement of fixtures and fitting (as defined in our Conditions of Contract - item 2) which are not included in the foregoing and these are specifically excluded from the cover provided by this guarantee.
5. Should the client request The Company to re-inspect after completion of the work for any reason, a variable fee will be charged for the inspection by The Company. The fee will be refundable to the client in the event of The Company being proved to have been at fault in carrying out the work. In the event of a dispute and / or default on the contract or guarantee both parties shall have the option of arbitration. The arbitrator appointed shall be with the agreement of both parties.
6. It is a condition of the guarantee that recommendations in The Company's report and estimate for structural or other work to eliminate or reduce dampness or incursions of rainwater were carried out at the time of the guaranteed works and in a workman-like manner.
7. The Company does not accept responsibility, under this guarantee, for any consequences of lack of proper maintenance, especially of the rainwater, waste-water disposal systems and ground levels at the property. The owner / occupiers of the property are responsible for ensuring a standard of maintenance that does not promote dampness and the risk of insect infestation or fungal attack.
8. This guarantee may be transferred to any subsequent owner providing the Company's conditions are accepted in full and our administration charges for transfer are paid. When transferred, the previous beneficiary of this guarantee gives up their beneficial rights under this guarantee, on the date the property is transferred into new ownership.
9. This guarantee becomes null and void if full payment of all or any part of this contract or other contracts, and any fees for advice, inspection etc. due from the client have not been received by The Company under the terms and conditions of those contracts.