

Plygene[®] Gutterline system

Materials and Installation Single Point Guarantee

Certificate number:

Name:

Date:

Project Address:

For **HD Sharman Ltd.**



hdsharman.co.uk



sharmans
gutter & roof refurbishment systems



Materials and Installation Single Point Guarantee

Beneficiary of Guarantee ("You"/"Your"):	
Installation Address:	
Approved Trained Contractor:	
Product:	Plygene Gutterline System
Installation Completion Date:	
Guarantee Number:	
Guarantee Period:	25 years from the Installation Completion Date
Guarantee	During the Guarantee Period the Product will prevent gutter leaks that have arisen or could arise through deterioration or movement of the gutter substrate subject to the exclusions listed at paragraph 2 of the terms and conditions overleaf.

This page and the terms and conditions set out overleaf and attached, where applicable (together, the "Terms") are the terms and conditions of HD Sharman Limited's Guarantee for the Product.

Please read the Terms carefully. **Please note that the Guarantee will not be valid and you will not be able to make a claim under it, unless you have complied with the Terms.**

This Guarantee is transferable to a purchaser of your property on request provided we have inspected your guttering within 30 days of the change in ownership of your property. Inspections for these purposes will be charged to the current owner of the property at £250 plus VAT.

We may permit the Guarantee to be transferred without an inspection at our sole discretion. However, we recommend that an inspection is carried out as this may affect any future claim you may make against the Guarantee.

Signed for and on behalf of HD Sharman Limited



TERMS AND CONDITIONS

1. WHAT THE GUARANTEE COVERS

1.1 The Guarantee applies from the Installation Completion Date and continues for the Guarantee Period specified in the Guarantee.

1.2 The Guarantee is limited to us making good the waterproofing integrity of the Product for the remainder of the Guarantee Period. We may do this by repair, restoration or to the extent that we deem necessary, partial or whole replacement of the Product. In any event, our total liability under this Guarantee is limited to the purchase price of the Product.

1.3 The remedy set out at paragraph 1.1 above is your exclusive remedy and we exclude all other damages, costs or losses associated with any failure of the Product to the fullest extent permitted by law.

1.4 Neither we, nor any of our employees, agents, subcontractors or other representatives shall under any circumstances whatsoever be liable to you for any loss or damage caused by a failure of the Product.

1.5 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products.

2. WHAT THE GUARANTEE DOES NOT COVER

The Guarantee does not apply to and we shall have no liability in respect of:

2.1 defects arising as a consequence of misuse or deliberate damage of the Product or where the defect arises because of misuse or deliberate damage to the guttering where the Product is used;

2.2 defects arising as a consequence of a lack of reasonable inspection and maintenance as provided in paragraph 3 below;

2.3 any failure which arises due to building change of use or insufficient provision to control condensation within the your roof structure; and

2.4 any failure which arises due to workmanship which is not carried out by an "Approved Trained Contractor" and/or any work that is not carried out in accordance with our instructions. Approved Trained Contractor means a third party contractor, whether a sole trader, partnership or corporate body approved by us who installs the Product.

3. MAINTENANCE

3.1 There are certain things that you can do to help take care of your guttering and to ensure that the Product lasts for as long as possible.

3.2 You should take all reasonable care to inspect your guttering twice annually at a minimum (in autumn and spring). Additional inspections may be necessary after very unusual weather conditions, if other works are being carried out in close proximity to your guttering, or if any known damage has occurred to the roof or guttering.

3.3 To avoid invalidating the Guarantee, you must not, without notifying us in advance and receiving our prior written consent in return:

A) alter or make any modifications to your guttering, including addition of any fixtures or fittings; or

B) apply paints, coatings or other materials to your guttering.

4. CLAIMING ON YOUR GUARANTEE

4.1 If you wish to make a claim against the Guarantee, you should request our claim form by emailing us at info@hdsharman.co.uk or writing to us at High Peak Works, Chapel-en-le-Frith, High Peak, Derbyshire, SK23 0HW. We must receive a completed claim form within 10 days of the date that you identify a possible failure of the Product. You must also provide a copy of the Guarantee.

We will investigate the claim within 30 days of receiving the claim form. In order to carry out our investigation effectively, which may include taking samples and photographic evidence, you must provide us with safe access to your roof and if necessary, allow us to enter your property. We will report to you with the results of our investigation within 30 days of the date that we began our investigation.

4.2 You must provide us with any additional information which we reasonably request from you as part of our investigation.

4.3 If you disagree with the outcome of our investigation set out in our report, you must notify us in writing within 14 days of receiving the report. We will then appoint an independent assessor to investigate the failure and report to you their decision. The decision of the independent assessor shall be final.

4.4 If any costs are incurred by either you or us in relation to a dispute described at paragraph 4.3 above, all of those costs shall be paid by whoever is determined by the independent assessor as he directs and equally in the absence of a direction.

4.5 Any successful claim which results in us repairing, restoring or to the extent which we deem necessary, replacing, the Product, will not in any circumstances extend the original Guarantee Period or in any way imply a new Guarantee.

5. EVENTS OUTSIDE OUR CONTROL

5.1 If we fail to perform any of our obligations under the Guarantee, or if we delay in performing any of our obligations, we will not be liable or be held responsible if that failure or delay is caused by an "Event Outside Our Control".

5.2 An Event Outside Our Control means any act or event which is beyond our reasonable control, including but not limited to acts of God, flood, drought, earthquake or other natural disaster, epidemic or pandemic, terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, any law or any action taken by a government or public authority, collapse of buildings, fire, explosion or accident, any labour or trade dispute, strikes, industrial action or lockouts, non-performance by suppliers or subcontractors, and interruption or failure of a utility service.

5.3 If an Event Outside Our Control does take place, and it affects the performance of our obligations under these Terms, we will contact you as soon as reasonably possible to notify you and all of our obligations under these Terms will be suspended. The time in which we must perform any of our obligations will also be extended for as long as the Event Outside Our Control continues.

6. GOVERNING LAW AND JURISDICTION

6.1 The Guarantee, these Terms and any non-contractual obligations arising out of or in connection with them shall be governed by and interpreted in accordance with English law.

6.2 We and you irrevocably agree that any dispute or claim arising out of or in connection with the Guarantee or these Terms (including any non-contractual dispute or claim) shall be subject to the exclusive jurisdiction of the courts of England.

7. OTHER TERMS

7.1 The Guarantee and these Terms form a contract between us. No other person shall have any rights to enforce the Guarantee or any of these Terms. However, the purchaser of your property will have the benefit of the Guarantee if you transfer it to them in accordance with the procedure set out overleaf, but neither of us will need their consent to cancel or make any changes to these Terms.

7.2 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

7.3 For the avoidance of any doubt, we will only use the personal information which you provide to us for the purpose of the issue of the Guarantee and any claim made under the Guarantee, or as required in relation to these Terms. We will not give your personal information to any other third party without your express prior written consent.

October 2017