

Insured **Product Plus & Workmanship** Guarantee

Project	Jebb Avenue (Building 94-99) Project Area (250m2)
Address	98 Jebb Ave, Brixton Hill, London , ,SW2 5XL
Client	Jebb Avenue Management Company
Contractor	TFG Refurbishment Ltd
System	Firesmart Thermaweld
Guarantee Period	20 Years From 07/12/2022 To 07/12/2042
Guarantee Number	21800

Signed on behalf of Icopal Limited



Date: 19/12/2022

Issued subject to terms and conditions given overleaf and on information provided by contractor.



This guarantee incorporates a back to back agreement between Icopal Limited and the roofing contractor as named on the Guarantee.

Icopal Limited guarantees, the waterproofing membranes supplied to the roof project detailed overleaf, subject to the terms and conditions stated, from the practical completion date for the guarantee period. In the event of water penetration during the guarantee period, resulting from membrane failure due to defective manufacture, we will make good by repair or replacement at our option, the waterproofing integrity of the membrane, free of charge, including any direct damage to the installed roofing system undertaken as part of the Contract.

In the event of water penetration during the guarantee period, resulting from defective workmanship, the roofing contractor will make good by repair, the waterproofing integrity of the membrane, free of charge, including any direct damage to the installed roofing system undertaken as part of the contract.

The roofing contractor further undertakes to arrange separate insurance to cover for:

- a.) Employers liability.
- b.) Third party liabilities, including all servants, contractors and agents involved with an Icopal roof project.
- c.) Contract works for the value of the completed works.

Terms & Conditions

The liability of Icopal Limited to meet any claim under this guarantee shall be conditional upon the following:

1. The parties involved have made their payments in accordance with the Contract and the suppliers Terms & Conditions of sale.
2. Icopal Guarantee Administration Department is notified in writing within 48 hours of the discovery of a visible product related defect.
3. The waterproofing membrane has been installed and maintained as detailed in either or all of the relevant published documentation such as, but not limited to, the Icopal specification, current application instructions and current British Standard Code of Practice 6229 and 8217.
4. The Client shall arrange maintenance as necessary to keep the roof in a serviceable condition in accordance with the relevant guidance provided in Annex B of the British Standard 6229. Particular attention should be paid to keeping the roof clear of debris and maintaining gutters and outlets.
5. The Client may assign the benefit of this guarantee, subject to all its terms, to any subsequent owner or occupier of the roof providing that such assignment is in writing and written notice of the assignment, with the identity of the assignee, is sent to Icopal at its UK Head Office within fourteen days of such assignment taking place.
6. Cover is available only for Roof Projects within the geographical limitations of Great Britain, Northern Ireland, The Channel Islands, the Isle of Man and the Republic of Ireland. Other countries will be considered separately subject to approval on a project by project basis.
7. The terms of this Guarantee will be governed by and construed with English Law, but in any case does not affect the customer's statutory rights.
8. The Contract (Right of Third Parties) Act 1999 is not applicable to this Guarantee.
9. An authorised Icopal distributor or purchaser of the goods may assign the benefit of this guarantee to the customer with an interest in the goods.
10. Any investigation carried out by Icopal or its agent in response to a claim against the guarantee, where the claim is found to be outside the scope of the guarantee, Icopal reserves the right to charge for the cost of the inspection.
11. The Insured Product Plus Guarantee is subject to a maximum value of £50,000 on any one Roofing Project resulting from failure due to defective manufacture of the Icopal membrane.
12. Any remedial or replacement work carried out under the guarantee does not constitute an extension of the guarantee period and will be subject to the original guarantee expiry date.
13. Changes or amendments to the roofing system must be notified in writing and approved by Icopal before work commences and subsequently inspected by Icopal.
14. Any Special Conditions that may be detailed herein, which form part of this guarantee.
15. Icopal shall not be liable for any loss, costs (including legal) or damages incurred as a consequence of any misrepresentation by any client. The Clients rights under the terms of any Icopal guarantee shall be subject always to the clients continuing duty of utmost good faith.
16. Defective Workmanship is covered independently by the roofing contractor.

Client's obligations

There shall be no waiver of the terms of this guarantee and the customer is required to comply strictly with its obligations.

Removal and replacement of roof surfacing elements or components including (but not limited to), paving, ballast, inverted insulation, green roofs, roof plant and equipment for means of access for inspection or repair.

To properly maintain the roof as clause 4.

Provide immediate safe access and necessary edge protection to the roof to allow for inspection or repair by Icopal and/or its agent.

Upon discovery of water penetration, the client should exercise reasonable emergency actions to mitigate further loss or damage.

Exclusions

This guarantee does not cover claims arising as a result of:

- Deformation affecting the aesthetic appearance of the Roof Project, but not the waterproofing integrity, such as blisters and shrinkage.
- Changes or modifications to the roofing system which have not been notified and approved in writing by Icopal Ltd prior to the work commencing.
- Failure due to abnormal or inappropriate loading of the roof including but not limited to wind speeds in excess of the design criteria stated in BS6399-2 1997 & EN 1991-1-4: 2005
- Inappropriate design specification or detailing by third parties.
- Evidence that remedial works have been carried out by persons other than the original roofing contractor or any other contractor or persons approved in writing by Icopal.
- Any alteration or repair including new penetrations or installation/removal of any roof mounted plant or equipment which have not previously been agreed with Icopal.
- Any change of building use or building owner which has not been notified.
- Discharge or spillage of any third party substance (chemical or otherwise).
- Special, indirect, incidental or consequential damage or loss or economic loss of any nature whatsoever arising from any failure by the Icopal membrane to remain watertight.

Damage to the roofing membrane arising wholly or partly from one or more of the following causes:

- Structural movement of the building in excess of normal tolerances
- Vandalism, mechanical damage, physical damage
- Sonic boom, explosion, fire, storms or any other acts of God, or any other abuse however caused.
- Wind speeds in excess of the British Standard design guides.
- Water entry from adjacent structures or any other part of the building other than the roof.
- Failure of any elements supplied by others
- Failure of roof top units and equipment
- The customer's failure to comply with their obligations.

Failure by the contractor to comply with the manufacturer's recommendations and current Codes of Practice in the application of materials.

Claims where the roof project includes refurbishment and failure has been caused by existing moisture in the old waterproofing system, including insulation and/or the associated structure.

Design or specification not provided by Icopal Limited.

How to make a claim

In the event of a claim, contact Icopal Limited directly by telephone (0161 865 4444) followed by confirmation in writing addressed to 'Guarantee Administration', Icopal Limited, Barton Dock Road, Stretford, Manchester, M32 0YL. Alternatively, emails should be sent to guarantees.uk@icopal.com