



XX Year

Linked Roofing Systems Guarantee

We IKO PLC ("IKO"), and the IKO registered contractor (the "Contractor") hereby severally guarantee to the Building Owner the waterproofing system installed as detailed below ('the Works') for a period of XX year from Completion as follows:

- a) in the case of IKO, the roof waterproofing materials supplied by it and installed in the Works (the "Materials"); and
- b) In the case of the Contractor, the installation of the Materials.

This guarantee is subject to the terms and conditions set out overleaf.

GUARANTEE NUMBER:

**BUILDING OWNER
NAME AND ADDRESS:**
("the Building Owner")

LOCATION OF BUILDING:
("the Building")

BUILDING USE:

DESCRIPTION OF IKO's WORKS:
("The Works")

SIZE: m²

COMPLETION DATE:
(of the waterproofing works) ("Completion")

REGISTERED/APPROVED CONTRACTOR (the "Contractor"):
COMPANY NAME, NUMBER AND ADDRESS:
(the "Contractor")
CONTACT NAME:
EMAIL ADDRESS:
PHONE NUMBER:

SPECIFICATION REFERENCE:
("the Approved Specification")

CONTRACT VALUE:
(Waterproofing Value)



SPECIFIC EXCLUSIONS:

This Guarantee shall not apply to the following:

- a) Purely aesthetic issues that do not affect the waterproofing integrity of the Works including but not limited to blisters, rippling, deformation, colour variation or other imperfection.
- b) The use of the Works for any purpose other than that for which they have been designed in accordance with relevant IKO guidance.
- c) Damage resulting from the use of products not supplied or approved by IKO including works or modifications carried out after the date of this Guarantee.
- d) Damage resulting from defect, deficiency or structural movement of the building.
- e) Damage resulting from the existing roofing system or adjacent structures including any trapped or residual moisture arising therefrom.
- f) Water ingress over the top of the waterproofing upstands.
- g) Damage resulting from the Building Owner failing to carry out all normal and prudent steps to maintain the Works in serviceable condition including adequate maintenance of gutters, outlets and the membrane in accordance with the IKO Maintenance Guide and the current British Standard Codes of Practice BS6229 or, as appropriate, the guidance issued by SPRA or LWRA.
- h) The repair or replacement of mastic or sealants that are identified as 'Maintenance Items' in the IKO Maintenance Guide, which the Building Owner is responsible for maintaining, and damage resulting from the failure to properly maintain such items.
- i) Damage resulting from acts by others including i) the carrying out of repairs or alterations (other than in accordance with Clause 6), placing upon the Works or affixing thereto any structure, fixture or other item, or ii) damage caused by traffic of any nature on the Works or it being used as a storage area.
- j) Damage resulting from perils commonly treated as insurable risks (whether or not the Building Owner is so insured) including but not limited to storms, lightning, fire, impact by/from aircraft or malicious damage.
- k) Damage resulting from theft of roof coverings, membranes and any items secured to the roof, the removal of which results in damage to the Works.
- l) IKO elements Green Roof, Blue Roof, Bio-solar, and Solar (PV) systems. (Where applicable these are covered by third party guarantees issued separately)
- m) ** (Other exclusions issued by IKO) **

For and on behalf of IKO PLC

IKO Technical Manager

Date:

For and on behalf of [Contractor]

Name & status of
Signatory:

Date:

GUARANTEE

This Guarantee is an assurance to the Building Owner that should the waterproofing system installed as part of the Works, fail to remain watertight, in the reasonable opinion of IKO due to:

- a) defective Materials supplied by IKO, IKO will reinstate or cause to be reinstated the Works to a waterproof condition at no expense to the Building Owner; or
- b) faulty workmanship by the Contractor, the Contractor will reinstate or cause to be reinstated the Works to a waterproof condition at no expense to the Building Owner; and

in either case subject to the terms and conditions of this Guarantee set out below.

CONDITIONS PRECEDENT

The following requirements must be satisfied in order for the Building Owner to be able to rely on and obtain any repair and/or replacement under the Guarantee.

1. The specification for each roof project must be approved in writing by IKO UK Technical Services Department before commencement of the Works. Any specifications and/or drawings and/or amendments subsequently prepared and issued by or on behalf of the Building Owner or the Contractor, must also be submitted to and approved in writing by the IKO Technical Services Department (together the "Approved Specification") before they are acted on or applied. Any Works not carried out in accordance with the Approved Specification will not be covered by this Guarantee. Written approval by IKO does not apply retrospectively.
2. Only materials supplied or approved by IKO shall be used in the Works.
3. IKO and the Contractor having been paid in full for the Works and the materials supplied.

OBLIGATIONS ON THE BUILDING OWNER

4. **Failure of the Building Owner to carry out all of its obligations hereunder shall invalidate this Guarantee**
5. The Building Owner shall carry out inspections and maintenance of the roof in line with BS6229 and the IKO Maintenance Guide (the "Maintenance Guide") (appended to this Guarantee), as current from time to time. Flat roofs should be inspected and maintained at least twice a year, in autumn and in the spring. The Building Owner shall maintain Appropriate Records of the inspections, and the maintenance carried out, as detailed in the Maintenance Guide, and provide details of the same at the request of IKO and/or the Contractor and upon the notifying IKO of any defect, potential defect or claim.
6. All additional works carried out by the Building Owner, including repairs, alterations, modifications and/or extension to the Works, shall be carried out in strict accordance with the requirements set out in the Conditions Precedents above.
7. The Building Owner shall provide safe access to the Building and the roof; adequate space, including allowing a material laydown area, if required; any necessary work from height equipment including scaffolding and edge protection, and shall comply with any reasonable requests by IKO, its agents, the Contractor or its agents, to allow for inspections or repairs to be carried out, as may be required under the terms of the Guarantee, in accordance with all relevant Health and Safety legislation applicable the date of such inspection/repair work.
8. Unless otherwise agreed by IKO, the Building Owner shall be responsible for the cost of removing and reinstating any hard or soft landscaping (including green roof coverings, inverted roof insulation etc.), plant, services or other fixtures to or on the Works that may be necessary to inspect the potential defect and where appropriate, carry out the necessary repairs.
9. The Building Owner shall not interfere with or impede any repair Works being carried out by IKO, its agents, the Contractor or its agents.
10. The Building Owner shall not carry out any repairs, alterations, modifications or extension to the Works without seeking the prior written approval of IKO.
11. The Building Owner shall retain copies of any documents pertaining to the Works and any repair Works, including but not limited to any Application Form, Order Acknowledgement, certificate, guarantee, invoices and relevant correspondence between the Building Owner, Approved Contractor and/or IKO.

GENERAL EXCLUSIONS

- a) Any physical loss or damage to the Building its fabric or contents other than to the Works.
 - b) Any consequential loss or damage of whatever nature including (but not limited to) financial loss including loss of profits, revenue or goodwill.
 - c) Loss or damage resulting from the Building Owner failing to comply with its obligations under this Guarantee.
 - d) Items listed under Specific Exclusions on the face of this Guarantee.
 - e) The Guarantee does not apply to or cover the interior of the Building.
12. The liability of IKO and the Contractor under this Guarantee shall not exceed:
- a) in the case of IKO, the lesser of 150% of the value of the materials supplied by it or £500,000; and
 - b) in the case of the Contractor, the lesser of the Contract Value or £500,000.
13. IKO or the Contractor shall not be liable to the Building Owner for the performance of the other's obligations under this Guarantee.

CLAIMS PROCEDURE

14. IKO and the Contractor shall not be liable under this Guarantee unless any claim or potential claim is notified to IKO and the Contractor within 28 days of discovery of any defect or potential defect accompanied by a copy of this Guarantee certificate, the Maintenance Guide and Appropriate Records, and photographic evidence of the defect/potential defect.
15. All correspondence sent to IKO, including notification of any claim, must be sent via email to the following email address: customersupport@iko.com.
16. IKO may recover reasonable costs incurred in relation to its inspection of the Building, if it is deemed by IKO that there is no viable claim.
17. Where such inspection identifies damage to the Works outside the scope of this Guarantee the Building Owner shall at its own cost instruct the Contractor to carry out such repairs as IKO may specify in writing in order for this Guarantee to continue.
18. IKO and the Contractor shall not be responsible for any repair costs under this Guarantee without its prior written approval. IKO or the Contractor as the case may be, shall be under no obligation to replace the Works unless and to the extent they consider it necessary to comply with their respective obligations hereunder
19. IKO shall not be responsible for any repair costs incurred prior to the acceptance of any claim in accordance with this Guarantee. IKO shall be under no obligation to replace the Works unless it considers it necessary
20. Any repairs carried out under this Guarantee shall be subject to the terms of this Guarantee, including the remaining balance of the XX year term.

OTHER PROVISIONS

21. A failure or delay by IKO to exercise or enforce any term or condition under this Guarantee shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Guarantee or by law shall prevent or restrict the further exercise of that or any other right or remedy by IKO.
22. The Building Owner may assign this Guarantee to any subsequent owner of the Building, subject to the receipt of prior written consent by IKO, which is not to be unreasonably withheld, delayed or constrained.
23. This Guarantee does not affect any relevant statutory or common law rights of the Building Owner but subject thereto and to the greatest extent permissible by law, supersedes all and any other guarantees warranties or representations (in each case whether express or implied) which are inconsistent with the terms of this Guarantee.
24. This Guarantee shall not be enforceable by any party other than the Building Owner and shall not be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999.
25. This Guarantee shall be construed in accordance with English law and the parties hereto submit to the exclusive jurisdiction of the English Courts.
26. IKO shall have no liability to the Building Owner for the workmanship of the Contractor, including in the event of the Contractor becoming insolvent or otherwise ceasing to trade.

APPENDIX IKO Maintenance Guide