



XX Year

Single Point Roofing Systems Guarantee

We IKO PLC ("IKO"), hereby guarantee to the Building Owner the waterproofing system installed as detailed below ("the Works") for a period of XX years from Completion.

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”)

DESCRIPTION OF IKO’s WORKS:
(“the Works”)

PRACTICAL COMPLETION DATE:
(of the Waterproofing Works) (“Completion”)

FINAL INSPECTION DATE:

**APPROVED CONTRACTOR:
COMPANY NAME, NUMBER AND ADDRESS:**
(the “Approved Contractor”)

CONTACT NAME:
EMAIL ADDRESS:
PHONE NUMBER:

SPECIFICATION REFERENCE:
(“the Approved Specification”)

SIZE: m²

IKO CONTRACT VALUE:

LIABILITY CAP:



SPECIFIC EXCLUSIONS:

This Guarantee does 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 the Approved Specification.
- 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 a defect, deficiency or structural movement of or in 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 the Mastic Asphalt Council (MAC), Single Ply Waterproofing Association (SPRA) or the Liquid Roofing & Waterproofing Association.(LRWA).
- h) The repair or replacement of mastic or sealants that are identified as maintenance items in the IKO Maintenance Guide 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, placing upon the Works or affixing thereto any structure, fixture or other item (unless expressly approved by IKO) or ii) damage caused by traffic of any nature on the Works or it being used as a storage area; iii) damage resulting from negligent acts or omissions by the Building Owner or any third-party, except IKO, its agents, the Approved Contractor or its agents.
- 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) **

GUARANTOR'S SIGNATURE:

For and behalf of IKO plc

IKO Technical Manager

DATED:

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;
- b) defective waterproofing design by IKO; or
- c) faulty workmanship by the IKO Approved Contractor undertaking the Works,

that IKO will, subject to compliance by the Building Owner, with the Condition Precedents and Obligations on the Building Owner, and the Exclusions, reinstate or cause to be reinstated the Works to a waterproof condition at no expense to the Building Owner.

CONDITIONS PRECEDENT

The following requirements must be satisfied in order for the Guarantee to take effect. Any non-compliance with these requirements will preclude the Building Owner from making any claims 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 Approved 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 Approved Contractor having been paid in full for the Works and the materials supplied.
4. It is the Building Owner's responsibility to arrange at its own expense for IKO and the original Approved Contractor to inspect the roof every fifth year after Completion for a period of XX years and complete an inspection report in accordance with BS6229 and the IKO Maintenance Guide (the "Inspection Report"). Any repairs identified as necessary in the Inspection Report should be undertaken promptly by the Building Owner, and in any event, within 3 months of the date of Inspection Report, in accordance with IKO's recommendations. The Building Owner shall be responsible for the costs of any repair works found to be necessary, unless and to the extent, such repairs are covered by this Guarantee. Should the Building Owner fail to arrange these inspections, then the Guarantee does not apply. The Building Owner must maintain copies of all inspection reports and provide copies to IKO, when reporting any issues or potential defects with the Works.

OBLIGATIONS ON THE BUILDING OWNER

5. **Failure of the Building Owner to carry out all of its obligations hereunder shall invalidate this Guarantee**
6. 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 upon the notifying IKO of any defect, potential defect or claim.
7. The Building Owner must arrange for the roof to be inspected every fifth year after Completion for a period of XX years, in accordance with point 4 set out within the Conditions Precedent above.
8. The Building Owner must comply with the obligations set out at Paragraphs 15 and 16 hereunder, when making any claim under this Guarantee.
9. The Building Owner shall provide safe access to the Building; 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 Approved 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.
10. 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.
11. The Building Owner shall not interfere with or impede any repair Works being carried out by IKO, its agents, the Approved Contractor or its agents.
12. The Building Owner shall not carry out any repairs, alterations, modifications or extension to the Works without seeking the prior written approval of IKO.

13. 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.
14. The liability of IKO under this Guarantee shall be limited to the lower of the IKO Contract Value as stated on the first page of this Guarantee or £500,000.

CLAIMS PROCEDURE

15. IKO shall not be liable under this Guarantee unless any claim or potential claim is notified to IKO and the Approved 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.
16. All correspondence sent to IKO, including notification of any claim, must be sent via email to the following email address: customersupport@iko.com.
17. 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.
18. Where such inspection identifies damage to the Works outside the scope of this Guarantee the Building Owner shall at its own cost instruct the Approved Contractor to carry out such repairs as IKO may specify in writing in order for this Guarantee to continue.
19. Where following such inspection it is identified that any defect, which is subject of this Guarantee, is the result of a workmanship issue, IKO shall not be liable under this Guarantee for such workmanship issues, unless:
- a) the Approved Contractor is insolvent or has otherwise ceased to trade; or
 - b) the Building Owner provides evidence to demonstrate that it taken all appropriate steps to require the Approved Contractor to remedy such defect under the building contract between the Building Owner and the Approved Contractor.
 - i) The reasonableness of the steps taken by the Building Owner will be subject to the assessment of IKO.
20. IKO shall not be responsible for any repair costs under this Guarantee without its prior written approval. IKO shall be under no obligation to replace the Works unless it considers it necessary.
21. 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

22. 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.
23. The Building Owner may assign this Guarantee to any subsequent owner of the Building, subject to the receipt of prior consent by IKO, which is not to be unreasonably withheld, delayed or constrained.
24. 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.
25. 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.
26. This Guarantee shall be construed in accordance with English law and the parties hereto submit to the exclusive jurisdiction of the English Courts.

APPENDIX IKO Maintenance Guide