# PROTEUS PRO-COLD® GUARANTEE

## POLICY SUMMARY

- Cover for 20 Years.
- Transferable guarantee title to subsequent beneficiaries.

**Proteus Waterproofing Ltd. | 21a Sirdar Road | Brook Road Industrial Estate | Rayleigh | Essex | SS6 7XF**

**www.proteuswaterproofing.co.uk Tel: 01268 777871**

**Email: office@proteuswaterproofing.co.uk**

# CERTIFICATE OF Guarantee

**PROTEUS PRO-COLD® GUARANTEE**

This guarantee is issued by Proteus Waterproofing Ltd for the project detailed below. The Guarantee is effective from the date of practical completion and for the period shown.

| | |
|---|---|
| **CERTIFICATE NO:** | **02899** |
| **SPECIFICATION REFERENCE:** | **N/A** |
| **DATE OF ISSUE:** | **16.10.2023** |
| **DATE OF PRACTICAL COMPLETION:** | **22.04.2023** |
| **GUARANTEE BENEFICIARY:** | **Brymore No1 Ltd c/o Add Living, 6 Heddon Street London W1B 4BT** |
| **PROJECT ADDRESS:** | **53 Warminster Road London SE25 4QD** |
| **LOCATION OF ROOF/S:** | **Flat Roof – 14m²**<br>**Flat Roof – 6m²** |
| **ROOF AREA/S (m²):** | **20m²** |
| **CONTRACTOR:** | **Martin James Roofing Ltd** |
| **WATERPROOFING PRODUCT:** | **Proteus Pro Cold®** |
| **PERIOD OF GUARANTEE:** | **20 Years** |

SIGNED:

DIRECTOR OF PROTEUS WATERPROOFING LTD

Proteus WATERPROOFING

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# Proteus Pro-Cold® Guarantee

**INTERPRETATION**

1.1. The definitions in this clause apply in this guarantee.

**Contractor:** Martin James Roofing Ltd

**Defect**: A defect in the Proteus Products resulting in water ingress or penetration of the Finished System.

**Expired Percentage**: The years that have expired from the date of this guarantee when calculated as a percentage of the total amount of years in the Period of Guarantee.

**Finished System**: The product of the completed Installation Works.

**Guarantee Beneficiary:** Brymore No1 Ltd c/o Add Living, 6 Heddon Street London W1B 4BT

**Installation Works**: The installation of the Proteus Products by the Contractor.

**Material Value**: The cost of the Proteus Products purchased by the Contractor.

**Period of Guarantee**: 20 Years as specified in the Certificate of Guarantee.

**Practical Completion**: Occurs when the Contractor completes the Installation Works.

**Proteus**: Means Proteus Waterproofing Limited (Company number 08458402) whose registered address is Charter House, 105 Leigh Road, Leigh-on-Sea, Essex, SS9 1LJ

**Proteus Products**: The Waterproofing Product specified in the Certificate of Guarantee as supplied by Proteus to the Contractor

**Specified Exceptions: Proteus Waterproofing** specifically exclude the following, and cannot be held responsible or liable for any defects arising from; Structural failures caused by additional loadings onto the roof, subsidence, heave or landslip to the building, fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion, malicious or deliberate damage, any other accidental damage, other third party installations, third party expansion joints, other third party materials including EPDM door/window seals, failure of mastic seals and/or joints, failure of third-party flashing details, third party construction details not meeting relevant Codes of Practice including BS6229:2018, unauthorised deviation from the latest written Proteus specification, inherent or latent defects of the building or existing roofing system including the roof deck or the substrate, inadequate drainage falls including but not limited to product design falls and/or deflections and back falls, substrate movement, new or existing interstitial condensation, discharge or spillage of any third-party substance (chemical or otherwise), water entry from adjacent structures or anywhere else in the building other than from the finished system, insufficient waterproofing coverage to upstands, insufficient waterproofing coverage to horizontal, defects and/or failures to brickwork/render and coping stones/cappings, lack of maintenance and abnormal use.

**GUARANTEE**

2.1. Proteus guarantees to the Guarantee Beneficiary the Proteus Products to be free from Defect for the Period of Guarantee.

**PROBLEMS WITH THE FINISHED SYSTEM**

3.1. In the unlikely event that there is a Defect:

a. Contact and tell the Contractor and Proteus as soon as reasonably practicable in writing;

b. Provide the Contractor with a reasonable opportunity to inspect and assess the suspected Defect;

c. If the Contractor deems there to be a Defect the Guarantee Beneficiary will provide Proteus with a reasonable opportunity to inspect and assess the suspected Defect;

d. After inspection if in the reasonable opinion of Proteus there is a Defect: -

i Proteus will at its own cost supply materials only to the Contractor to repair or rectify the Defect as soon as reasonably practicable; and

ii The Guarantee Beneficiary shall be responsible for and pay all other costs of the repair or rectification work in respect of the Defect, including (but not limited to) labour costs.

3.2 If you are a consumer, you have legal rights in relation to the Proteus Products that are faulty. Advice about your legal rights is available from your local citizens' advice bureau or trading standards office. Nothing in this guarantee will affect these legal rights.

**GENERAL PROVISIONS**

4.1 After Practical Completion the terms of this guarantee shall not apply until the Contractor and Proteus are paid in full.

4.2. If Proteus is required to replace Proteus Products for the Contractor to repair or rectify a Defect for the avoidance of doubt the Period of Guarantee shall not be extended.

4.3. Proteus will only be liable to replace the Proteus Products within the Finished System affected by a Defect and the Guarantee Beneficiary will not be entitled to additional products or a renewal of the whole Finished System.

4.4. The Guarantee Beneficiary shall not instruct a third-party other than the original Contractor to undertake any repairs subject to clause 3 without the prior written consent of Proteus not to be unreasonably withheld.

4.5. This guarantee is between the Guarantee Beneficiary and Proteus. A person who is not a party to this guarantee shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

4.6. The Guarantee Beneficiary shall not assign the benefit of this guarantee to another party without the prior written consent of Proteus not to be unreasonably withheld.

4.7. This guarantee is governed by the laws of England and Wales. The Guarantee Beneficiary and Proteus both agree to the exclusive jurisdiction of the English Courts.

**EXCLUSIONS**

5.1. Proteus shall under no circumstances whatsoever be liable to the Guarantee Beneficiary, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Finished System.

5.2. Subject to clause 5.3 the total liability of Proteus to the Guarantee Beneficiary in respect of all losses arising under or in connection with the Finished System shall in no circumstances exceed the Material Value and in any event will be limited to a maximum of £250,000.00 (Two Hundred and Fifty Thousand Pounds) known as the 'Maximum Value'.

5.3. For the purposes of this guarantee the Material Value and Maximum Value will decrease by the Expired Percentage.

5.4. Proteus shall not be liable to replace Proteus Products to remedy any Defect under this guarantee if such Defect is a result of a Specified Exception.

5.5. Proteus shall not be liable to replace Proteus Products to remedy any Defect under this guarantee if a third party has undertaken any works to the Finished System since Practical Completion or has attempted to repair and rectify a Defect without first giving notice to the Contractor and Proteus in accordance with clause 3 of this guarantee.

5.6. For the avoidance of doubt Proteus will not be liable for any costs associated with gaining safe access to Defect/s for either inspection or rectification including but not limited to scaffolding costs, or for any costs associated with removing or replacing any coverings including landscaping or other materials or other plant or structures in order to gain access to a Defect.

5.7. Proteus shall not be liable to replace products to remedy any Defect if such products have not been installed and maintained in accordance with the accepted industry standards and/or applicable codes of practice.

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WATERPROOFING




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