

**TEN YEAR DEFECTS GUARANTEE**

ASUC member trading address

Phone

E mail

Contract sum (and limit of Guarantee sum)

Description of works completed.

Completion date Guarantee expiry date

Contract Address:

Contract Ref:

Client:

ASUC FULL CONTRACTING MEMBER COMPANY:

XXXXXXXXXXXX. REGISTRATION NUMBER FOR ASUC XXXXXXX INSERT MEMBER CO LOGO IF DESIRED .

Welcome to Your Defects Guarantee.

This guarantee is protected by an Insurance backed Warranty issued by the ASUC insurers under the following policy no:

In the event the ASUC member has ceased to trade for whatever reason the insurer will fulfil their duties under the terms of the policy which is attached with this certificate of Guarantee. ASUC have no liability in respect of this Guarantee.

You have the benefit of this Guarantee as the Contracted Works undertaken at Your Premises have been completed by a member of ASUC. ASUC is an independent trade association promoting professional and technical competence. Its membership comprises leading specialist contractors and associated companies within the subsidence repairs, underpinning, retrofit basements and engineered foundation solutions. Further details are available at www.asuc.org.uk.

Although it is unlikely that there will be problems with Your Premises, the Guarantee gives you the comfort of knowing that particular types of problem which may arise in the first ten years following completion of the Contracted Works will be corrected.

You need to read these terms and conditions, Your Certificate of Guarantee and any endorsements attached to them, to make sure You know what is covered by the Guarantee.

ASUC accept no liability for the costs or any remedial works. The Guarantee is issued by the ASUC member as shown on the certificate of Guarantee and the contract is between the ASUC member listed and you the client.

ASUC have a complaints procedure in place in the event that you do not think the Member company have carried out their duties as contracted. Clients can make a complaint in writing with supporting evidence to the ASUC office.

ASUC

Unit 34 Base Bordon Innovation Centre Broxhead House, 60 Barbados Rd, Bordon , GU35 0FX.
T 01420 471613

E admin@asuc.org.uk

The outcome of any complaint to ASUC as carried out by the Executive Board is final with no further appeal procedure.

HOW TO MAKE A CLAIM

We know how difficult and stressful it can be if things go wrong with Your Premises and we aim to work with you to ensure that we can get You back to normality as quickly as possible. In order to make a claim contact directly the ASUC member who carried out the works with a copy of this guarantee document.

WHAT IS COVERED

Physical loss, destruction or damage to the Premises or a condition requiring immediate remedial action to prevent imminent structural instability to the Premises, for a value up to the contract sum caused by a Defect and which is first discovered during the Period of Guarantee

Any defect in the design, where the design is carried out by the contractor, specification, workmanship, materials, or components of the Contracted Works up to the contract sum specified on the Certificate.

EXAMPLES OF CONTRACTED WORKS

Retrofit Basement works including Waterproofing works if part of the contract.

Subsidence Repair works including Structural repairs.

Underpinning

Foundation and Piling works.

YOUR RESPONSIBILITIES

1. On discovery of any occurrence or circumstance that is likely to give rise to a claim, it is a Condition Precedent that the Client should, as soon as possible please contact the ASUC member

2. Once You have notified the ASUC member of a potential claim, it is a Condition Precedent that You:

a) send evidence (including photographs and reports if appropriate) to the ASUC member confirming that there has been damage; and

b) take all responsible steps to prevent further loss or damage; and

c) allow The ASUC member to have all reasonable access to the Premises during normal working hours; and

d) obtain permission to access neighbouring land and obtain any other permission needed to allow investigations

and work; and

e) To the extent that this is in Your possession or control, provide the ASUC member with all information and documentation it may request which is necessary in order to investigate the claim.

f) Supply the ASUC member with a copy of this guarantee document

CONDITIONS

No additional costs can be considered such as alternative accommodation, indexation or consequential damage or fees incurred by guarantee holder.

The Company shall not be responsible under this Guarantee if:

(i) the Customer shall not have paid in full all invoices for work done or goods supplied by the Company within the time agreed:

(ii) the work done, or goods supplied have been subject to misuse, neglect, negligence, or accident:

(iii) the work had been improperly maintained:

No claim for breach of warranty shall entitle the Customer to cancel any contract for work by the Company. The warranty contained in this Clause shall be deemed to take the place of any other guarantee, condition, warranty, or other liability implied by law (including implied terms as to merchantability, fitness for a particular purpose, correspondence with description or otherwise) all of which are hereby expressly excluded to the extent to which the law permits.

EXCLUSIONS

1 FLOODING AND WATER TABLE

Loss or damage resulting from or in connection with flooding or failure of flood prevention / defence measures, however caused, or from a change in the water table level. This exclusion shall not however apply to any seasonal change in the water table level.

2. HUMIDITY

Loss or damage caused by, in connection with or consequent upon humidity, normal dampness or condensation in Premises that is not the direct result of Damage.

3. INDIRECT LOSS

Unless expressly provided for in this Guarantee, economic or financial loss of any description (including costs arising from inconvenience or distress, loss of enjoyment, loss of use, reduction in value of the Premises, loss of income or business opportunity) arising either directly or indirectly as a result of the events or circumstances that led to Your claim.

4. MAINTENANCE AND USE

Inadequate maintenance of the Contracted Works or the imposition of any load greater than that for which the Contracted Works was designed or the use of a Premises for any purpose other than that for which it was designed, unless (in each case) the ASUC member has been informed in writing, and the Guarantee has been endorsed .

5. PERSONAL INJURY

Any costs, losses, expenses or damages for death, bodily injury, disease, illness, or injury to mental health, however caused.

6. RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND ELECTROMAGNETIC WEAPONS

Any loss or destruction of or damage to any property, any loss or expense whatsoever, any consequential loss or any legal liability directly or indirectly caused by or contributed to by, or arising from:

(a) (i) ionising radiations or contamination by radioactivity from nuclear fuel or from nuclear waste from the

combustion of nuclear fuel;

(ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation,

reactor or other nuclear assembly or nuclear component thereof

(b) the use of any weapon or device:

(i) dispersing radioactive material and / or ionising radiation; or

(ii) using atomic or nuclear fission and / or fusion or other like reaction

(c) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but

this will not apply in respect of radioactive isotopes (other than nuclear fuel or nuclear waste) used for the purposes

for which they were intended;

(d) any chemical, biological, bio-chemical, or electromagnetic weapon.

7. SEEPAGE

Loss or damage caused by seepage of water into the Premises below ground floor slab level. Except where the contracted works specifically includes Waterproofing works in Basement contracts

8. SETTLEMENT AND OTHER GROUND MOVEMENT

Loss or damage caused by, associated with or in connection with any movement of land or settlement of bedding down of the Foundation Works, unless the loss or damage is caused by a Defect.

9. SONIC BANGS

Loss or damage occasioned by or connected with pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

10. SPECIAL PERILS

Loss or damage which would be covered under a standard buildings insurance policy (whether or not You have in fact purchased such a policy). For example, this means that we do not provide cover for loss or damage caused or contributed to by any of the following:

a) fire, lightning, or explosion.

b) earthquake.

c) flood.

d) storm.

e) aircraft or other flying objects, or articles falling from them.

f) water, oil, or any other liquids leaking or bursting from tanks, pipes, heating systems or other equipment.

g) malicious acts (such as vandalism or criminal damage).

h) theft or attempted theft; or

i) accidental damage.

11. SUBSIDENCE

Loss or damage caused by or consequent upon subsidence, heave, or landslip, except where such loss or damage is as a direct result of a Defect.

12. TERRORISM

Any loss, damage, liability, cost, or expense of whatsoever nature directly or indirectly caused by, resulting from,

arising out of or in connection with an act of terrorism. For the purposes of this exclusion, an act of terrorism shall mean an act involving the use of force or violence and / or the threat thereof that is committed for political, religious, or ideological purposes and with the intention to influence any government and / or to put the public, or any section of the public, in fear. The perpetrators of an act of terrorism can be acting alone or on behalf of, or in connection with, any organisation(s) or government(s).

13. THIRD PARTY DESIGN

Loss or damage caused by defective design of the Contracted Works where the Works were designed by a party other than the Contractor.

14. TREES

Loss or damage due to, associated with or arising from:

a) trees planted after the completion of the Contracted Works that cause damage to the Premises; or

b) the failure of the client to comply with all recommendations stipulated by the Structural Engineer or the ASUC member appointed in respect of the Contracted Works in so far as such recommendations are applicable to the maintenance and or removal of trees at the Premises or adjoining properties.

15. VERMIN

Loss or damage caused by, connected with or consequent upon the actions of rodents, vermin, or insect infestation.

16. WAR RISKS

Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:

(a) war, invasion, act of a foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, mutiny or military uprising, martial law; and

(b) nationalisation, confiscation, requisition, seizure, damage, or destruction by or by order of any government or any local or public authority; and

(c) any action taken in controlling, preventing, suppressing or in any way relating to (a) and / or (b) above.

17. WEAR AND TEAR

Loss or damage caused by or associated with any wear and tear, normal dampness, condensation, thermal movement, movement between different types of materials or shrinkage or normal deterioration (whether caused by neglect

or otherwise).

18. WILFUL ACTS

Any wilful neglect or criminal act of the Policyholder or any other person.

19. MOULD

Loss or damage arising out of or in connection with any bacteria, yeasts, mildew, viruses, fungi, mould or their spores, mycotoxins or other metabolic products in a Premises that is not the direct result of a defect.

20. THIRD PARTY RIGHTS

A person who is not a party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Policy, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

Signed on behalf of the ASUC member.

Position:

Company:

Date:

ASUC TEN YEAR GUARANTEE WITH IBG POLICY REV 3 RDW/ASUC 26/04/2023