



**GUARDIAN
WATERPROOFING**
WATERTIGHT SINCE 1977

GUARDIAN WATERPROOFING LIMITED STANDARD CONSUMER TERMS AND CONDITIONS

Please carefully read our terms including our limits on liability set out in clause 13.

1 THESE TERMS

1.1. What these terms cover. These are the terms and conditions on which we supply Services to you. Our services covered by these terms and conditions include any works or treatments provided to you as set out in the Survey Report or our quotation including any materials or goods needed to complete those works (Services).

1.2. Why you should read them. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide the services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

1.3. These terms may have changed since you last reviewed them. We reserve the right to make changes to these terms and conditions from time to time, in order to reflect changes in relevant laws and regulations, to implement 'good practice', or to improve the efficiency of our ordering and delivery processes. The version of the terms and conditions supplied to you at the time you place your order, will be the terms and conditions that apply to you.

1.4. Survey Report.

1.4.1. Before we can complete the Services, it may be necessary for a survey of your property to be completed by our sister company Guardian Preservation Services LLP. The report will evaluate your property, assess your requirements and set out the proposed Services. The report will also specify any additional information required from you, any action required by you and the costs of the Services. The survey will be completed under a separate agreement between you and Guardian Preservation Services LLP. If, following the survey, you decide to proceed with all the Services set out in the Survey Report, Guardian Preservation Services LLP may (at its sole discretion) refund the cost of the Survey Report, as set out in Guardian Preservation Services LLP's original survey confirmation email.

1.4.2. If a survey is required, we will inform you before we provide a quotation and assist you with arranging the appointment. If initially neither you nor we believe a survey is required but we discover that a survey is

required when we attend the property to provide a quotation, we will let you know as soon as possible after we become aware of the requirement and assist you with arranging an appointment. If a survey is required, we will be unable to provide a quotation until the survey has been completed.

2 INFORMATION ABOUT US AND HOW CONTACT US

2.1. Who we are. We are Guardian Waterproofing Limited a company registered in England and Wales. Our company registration number is 05833986 and our registered office is at Guardian House, 77B Queens Road, Cheltenham, GL50 2NH. Our registered VAT number is 326 3761 57.

2.2. How to contact us. You can contact us by:

2.2.1. telephoning our customer service team on [01242 649129]. Please note our customer service line is only available between 9am and 5pm Monday – Friday (excluding bank holidays); or

2.2.2. by writing to us at [office@guardianwaterproofing.co.uk] or Guardian House, 77B Queens Road, Cheltenham, GL50 2NH.

2.3. How we may contact you. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2.4. "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails but not fax.

3 OUR CONTRACT WITH YOU

3.1. Images on this website. The images of services shown on our website and in our marketing literature are for illustrative purposes only.

3.2. How we will accept your order. Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.

3.3. If we cannot accept your order. Sometimes we reject orders. If we reject your order, we will let you know as soon as possible, and will either not charge you or refund you for Services for which you have already paid in advance.

There are a number of reasons why we might not accept your order, including but not limited to the following:

- 3.3.1.** the Service is unexpectedly unavailable;
- 3.3.2.** the payment method does not satisfy our security requirements;
- 3.3.3.** the order fails our fraud risk checks;
- 3.3.4.** we identify an error in the price or description of the Services;
- 3.3.5.** we can't verify your age (where the Service is age-restricted);
- 3.3.6.** we are unable to provide the Services on the date you have specified; or
- 3.3.7.** there are unexpected limits on our resources for which we could not reasonably plan.

When this happens, we let you know as soon as possible and refund any sums you have paid.

3.4. Your order number. We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

3.5. We only sell to the UK. Our website is solely for the promotion of our Services in the UK. Unfortunately, we do not accept orders from addresses outside the UK.

4 YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to the Services, please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 6.9).

5 OUR RIGHTS TO MAKE CHANGES

5.1. Minor changes to the Services.

We may change the Services:

- 5.1.1.** to reflect changes in relevant laws and regulatory requirements; and
- 5.1.2.** to implement minor technical adjustments and improvements.

We will notify you of these changes and the impact on the Services.

5.2. Changes to materials or equipment. We will not notify you if we are only substituting materials or equipment of similar quality and performance to those specified in the Survey Report, quotation or any other document issued to you if this change does not affect the Services provided to you.

6 PROVIDING THE SERVICES

6.1. When we will provide the Services. We will arrange a mutually convenient date to begin the Services by email or telephone during the order process. We will provide an estimated completion date. If it is critical that the Services are completed by a particular date, you must state this when instructing us to proceed with the Services.

6.2. Problems with the specified date. If we are unable to complete the Services on the date originally advised by you in accordance with clause 6.1, unless this is due to circumstances outside of our control (see clause 6.3 below), then you may end the contract with us. If you do not wish to end the contract, you can provide us with a revised date to complete the Services. If we do not meet the new deadline, you can end the contract and receive a refund for any Services you have paid for but not received.

6.3. We are not responsible for delays outside our control. If our supply of the Services is delayed by an event outside our control (including the availability of staff due to illness) then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any Services you have paid for but not received.

6.4. Requirements. To enable us to complete the Services, you must provide: access to the property including parking for one vehicle (and a permit where required), adequate and conveniently located electricity and water; a convenient area for loading and unloading materials and for carrying out ancillary works; and suitable welfare facilities in accordance with law. Unless otherwise stated in our quotation, you will also be responsible for removing and reinstating any **Fixtures and Fittings**, redecorating rooms following completion of the Services, completing any preparation work notified to you in advance and/or clearing rooms before the start of the Services and for providing relevant information to allow us to carry out the Services. For the purpose of this clause, Fixtures and Fittings include (but are not limited to) pipes, cables, furniture, furnishings, clothing, internal plaster, decorations, floor coverings, fitted units, skirting boards/architrave/other joinery items, dado or picture rails, appliances, alarms/sensors, electrical and/or plumbing items (including radiators).

6.5. If you do not complete the requirements. If you have not completed the requirements set out in clause 6.4, we may:

- 6.5.1.** end the contract (and clause 9.2 will apply); or
- 6.5.2.** make an additional charge for any additional work required as a result. Such work shall be completed at a rate of £70 per man hour if the requirements not met are removal works. Where possible and appropriate we will agree such extra costs with you in advance. Any reinstatement works will be completed by a third party at their standard rates and agreed with you in advance.

6.6. If you do not allow us access to provide the Services. If you do not allow us access to your property to perform the services as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and clause 9.2 will apply.

6.7. What will happen if you do not give required information to us. We may need certain information from you so that we can supply the Services to you, for example, your contact details, property address, access details etc. If so, this will have been told to you over the telephone or told to you in the course of email exchanges. We will contact you in writing to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 9.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the Services late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it. Under no circumstances can we be held liable for the accuracy and completeness of the information you provide.

6.8. Reasons we may suspend the supply of Services to you.

We may have to suspend the supply of a the Services to:

- 6.8.1.** deal with technical problems or make minor technical changes;
- 6.8.2.** update the Services to reflect changes in relevant laws and regulatory requirements;
- 6.8.3.** make changes to the Services as requested by you or notified by us to you (see clause 5); or
- 6.8.4.** if we reasonably believe that you have failed to comply with these terms and conditions.

6.9. Invoicing. If the contract is terminated for any of the reasons set out in this clause 6, you will be invoiced for any Services completed before the contract was terminated.

7 YOUR RIGHTS TO END THE CONTRACT

7.1. You can always end your contract with us.

Your rights when you end the contract will depend on whether there is anything wrong with the Services, how we are performing the Services and when you decide to end the contract:

7.1.1. If you want to end the contract because of something we have done or have told you we are going to do, see clause 7.2;

7.1.2. If you have just changed your mind about the Services, see clause 7.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions;

7.1.3. In all other cases (if we are not at fault and there is no right to change your mind), see clause 7.6.

7.2. Ending the contract because of something we have done or are going to do. If you are ending a

contract for a reason set out at 7.2.1 to 7.2.5 below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

7.2.1. we have told you about an upcoming change to the Services or these terms which you do not agree to (see clause 5.2);

7.2.2. we have told you about an error in the price or description of the Services you have ordered and you do not wish to proceed;

7.2.3. there is a risk that supply of the Services may be significantly delayed because of events outside our control;

7.2.4. we have suspended supply of the Services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 4 weeks; or

7.2.5. you have a legal right to end the contract because of something we have done wrong.

7.3. Exercising your right to change your mind

(Consumer Contracts Regulations 2013). For most products bought over the telephone or by exchange of emails you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

7.4. When you don't have the right to change your mind.

You do not have a right to change your mind once the Services have been completed, even if the cancellation period is still running.

7.5. How long do I have to change my mind? You have 14 days after the day we email you to confirm we accept your order. However, once we have completed the Services you cannot change your mind, even if the period is still running. If you cancel after we have started the Services, you must pay us for the Services provided up until the time you tell us that you have changed your mind.

7.6. Ending the contract where we are not at fault

and there is no right to change your mind. Even if we are not at fault and you do not have a right to change your mind (see clause 7.1), you can still end the contract before it is completed, but you may have to pay us compensation. The contract is completed when we have finished providing the Services and you have paid for them. If you want to end the contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.

8

HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)

8.1. Tell us you want to end the contract. To end the contract with us, please let us know by doing one of the following:

8.1.1. Phone or email. Call customer services on 01242 649129 or email us at office@guardianwaterproofing.co.uk. Please provide details of the Services, your name, address and where available, your telephone number and email address.

8.1.2. By post. Simply write to us at Guardian House, 77B Queens Road, Cheltenham, GL50 2NH including details of the Services, your name, address and where available, your telephone number and email address.

8.1.3. Form. Complete the cancellation form at the end of these terms and either email or post it to us at the addresses above.

8.2. How we will refund you. We will refund you the price you paid for the products, by the method you used for payment. However, we may make deductions from the price, as described below.

8.3. Deductions from refunds if you are exercising your right to change your mind. If you are exercising your right to change your mind we may deduct from any refund an amount for the supply of the Service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

8.4. When your refund will be made. We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then your refund will be made within 14 days of your telling us you have changed your mind.

9

OUR RIGHTS TO END THE CONTRACT

9.1. We may end the contract if you break it. We may end the contract for a product at any time by writing to you if:

9.1.1. you do not make any payment to us when it is due and you still do not make payment within 7 (seven) days of us reminding you that payment is due;

9.1.2. your payment is declined by your credit card provider or bank, or you otherwise fail our security procedures;

9.1.3. you behave in an abusive or offensive manner towards our staff;

9.1.4. you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Services;

9.1.5. you do not complete the preparatory work set out in clause 6.4; or

9.1.6. you do not, within a reasonable time, allow us access to your premises to supply the Services.

9.2. You must compensate us if you break the contract.

If we end the contract in the situations set out in clause 9.1 we will refund any money you have paid in advance for Services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

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IF THERE IS A PROBLEM WITH THE SERVICES

10.1. How to tell us about problems. If you have any questions or complaints about the Services, please contact us. You can telephone our customer service team on 01242 649129 or write to us at office@guardianwaterproofing.co.uk or Guardian House, 77B Queens Road, Cheltenham, GL50 2NH.

10.2. Summary of your legal rights. We are under a legal duty to supply services that are in conformity with this contract. If we have not carried out the Services with reasonable care and skill, you can ask us to repeat or fix the Services. If you believe there is a fault or problem with the Services, then you must contact us promptly so that we have an opportunity to fix the problem.

10.3. When costs for problems will not be recoverable from us. If you fail to allow access to the property or use another company to repeat or fix the Services without giving us the opportunity to do the same, then any additional charges or losses you have suffered will not be recoverable from us.

10.4. Re-inspection. If you require us to re-inspect the Services after completion an inspection fee may be payable by you but such fee will be re-funded in the event that we have been at fault in carrying out the Services.

11

GUARANTEE

11.1. Our Guarantee. We may offer a guarantee for our specialist waterproofing/damp proofing services (Guarantee) if you proceed with all of our recommended services set out in the quotation. The duration of the Guarantee will depend on the exact services and will be set out on the guarantee certificate sent to you via email.

11.2. When we will issue the Guarantee. If a Guarantee is provided it will be issued to you when full payment has been received in accordance with clause 12. The terms of the Guarantee will be shown on the certificate of Guarantee.

11.3. Remedy works. Subject to this clause 11, we warrant that in the event of breakdown or leakage of damp proofing, tanking or membrane systems we will undertake such work as we deem fit to remedy such defects during the duration of the Guarantee.

11.4. When a Guarantee will not be issued.

A Guarantee (including an Insurance Backed Guarantee (see below)) shall not apply to:

11.4.1. any areas not fully treated in accordance with our written Survey Report, quotation or specification due to the Client's instructions or to circumstances beyond our direct control;

11.4.2. parts of the guaranteed areas which are repaired, altered or added to after completion of the Services, or in the case of tanking or membrane installations – piercing or invasion through the systems;

11.4.3. defects arising due to subsidence, fire or flood or flooding above ground externally;

11.4.4. all mechanical pump systems installed by us hold a manufacturer's warranty but are not covered by the long-term guarantees issued for waterproofing. Mechanical pumps & drainage channel (if no pumps installed) must be maintained and serviced under a separate contract with the first service being carried out 3 months after installation and then annually following completion of all building works. Servicing frequency may be less than annually depending on site conditions.

11.5. Transferring a Guarantee. You should tell the buyer of your property about the existence of the Guarantee during the sale of your property. To transfer the Guarantee to a new property owner on the sale of a property you and the buyer must comply with this clause. You must provide the buyer with either (i) the original paper quotation, Survey Report (if one was issued), any sketch plans and final invoice, or (ii) the original guarantee email with all the original documents attached (we will send such email to you if a Guarantee is issued). The buyer must contact us within 90 days of the sale and demonstrate to us that they have all the original Guarantee documents. Transferring the Guarantee will be subject to an admin fee (in the region of £150 plus VAT) payable by the new owner.

11.6. Insurance Backed Guarantees. You may have the option of purchasing an additional insurance backed guarantee (a guarantee that honours the terms of the Guarantee if Guardian Waterproofing has ceased to trade) when we provide the initial quotation. The price of such guarantee will be set out in our quotation.

12 PRICE AND PAYMENT

12.1. Where to find the price for the product. The price of the Services (which includes VAT) will be the price as set out in the Survey Report or our quotation which will be sent to you in the course of our email exchanges. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause 12.5 for what happens if we discover an error in the price of the Services you order.

12.2. Quotation Validity. The prices set out in the Survey Report or quotation are valid for 90 (ninety) days from the date of the Survey Report (or quotation) after which we reserve the right to increase our fees and can provide an updated summary of our fees at your request.

12.3. Price assumptions. Our quotation is based on the assumption that the structure and foundation of your property is sound. If when the Services start, we find that one or both are not in good condition or a problem identified in the Survey Report is more extensive than originally thought, we reserve the right either to terminate the contract and charge you for the costs incurred up to

the date of termination or, at its sole discretion, to charge you for any additional work necessary to complete the Services in accordance with clause 12.5.

12.4. We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

12.5. Amendments to the price. It is always possible that, despite our best efforts, additional materials or Services are required. If such additional Services or materials are required, we will provide you with a new quotation for your instructions before we accept your order.

12.6. Additional charges. The price is based on providing the Services during normal working hours (8.00am to 4.30pm, Monday to Friday). If extra time or overtime is worked for any reason (other than due to our fault), the costs of such extra time or overtime shall be paid by you as an addition to the quoted price. Overtime is charged at £70 per hour. We will also be entitled to recover any additional costs arising from the Services including parking charges and / or compliance with statutory or local requirements such as, but not limited to, compliance with building control. Reasonable evidence of these expenses will be provided to you. We will also charge you additional sums if you don't give us information we've asked for or if you don't do preparatory work to prepare for the Services as agreed with us. For example, we might need to reschedule services.

12.7. When you must pay and how you must pay. We accept payment via Mastercard, Maestro, Visa and Visa Debit. You must make payment for the Services before the Services commence. In some circumstances, we may agree that you can make an advance payment of 75% of the price of the Services, before we start providing them. We will invoice you for the balance of the price of the Services when we have completed them. You must pay each invoice within 30 calendar days after the date of the invoice.

12.8. We can charge interest if you pay late. If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 8% a year above the base lending rate of Lloyds Bank from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

12.9. What to do if you think an invoice is wrong. If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

13 OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

13.1. We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

13.2. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products as summarised at clause 10.2; and for defective products under the Consumer Protection Act 1987.

13.3. When we are liable for damage to your property. If we are providing services in your property, we will make good any damage to your property caused by us while doing so up to the value of £20,000. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the Services or damage that is caused when removing or reinstating Fixtures and Fittings in accordance with clause 6.5 (unless otherwise agreed in advance).

13.4. We are not liable for business losses. We only supply the Services under these terms for domestic and private use. If you use the Services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

14 HOW WE MAY USE YOUR PERSONAL INFORMATION

How we may use your personal information. We will only use your personal information as set out in our Privacy Policy. You can find our Privacy Policy on our website: <https://www.guardianwaterproofing.co.uk/>.

15 OTHER IMPORTANT TERMS

15.1. We may transfer this Agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

15.2. You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee). You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. However, you may transfer our guarantee

at clause 11 to a person who has acquired the property where we completed the Services. We may require the person to whom the guarantee is transferred to provide reasonable evidence that they are now the owner of the property, for example by a copy of the title deeds.

15.3. Nobody else has any rights under this contract (except someone you pass your guarantee on to). This contract is between you and us. No other person shall have any rights to enforce any of its terms, except as explained in clause 15.2 in respect of our guarantee. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

15.4. If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

15.5. Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

15.6. Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

15.7. Alternative dispute resolution. Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint to the Property Care Association via their website at: <https://www.property-care.org/homeowners/complaints>. The Property Care Association will not charge you for making a complaint and if you are not satisfied with the outcome you can still bring legal proceedings.



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Schedule I Model Cancellation Form

(Complete and return this form only if you wish to withdraw from the contract)

To: Guardian Waterproofing Limited at [office@guardianwaterproofing.co.uk] * or
Guardian House, 77B Queens Road, Cheltenham, GL50 2NH *.

I/We * hereby give notice that I/We * cancel my/our * contract for the supply of the following service,

Ordered on */received on *,

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),
.....

Date

* Delete as appropriate