

Roofing contractor
name and address

21st December 2009

Guarantee Number: xxxxxx
Building Address: An address somewhere
Client: xxxxxxxx
Roofing Contractor: Roofing Contractor name
Roof Area: 570 m²
Roofing Membrane: FDT/IKO
Material delivery date: xxxxxxxxxx
Duration: 20 years

THE GUARANTEE

The Guarantee covers the materials , set out in the SIG Agreement and Application for Guarantee document reference number Axxxx (the "**Materials**").

SIG Design & Technology ("**SIG**"), guarantee to the Client that if, within the duration of the Guarantee, the Materials prove to be defective, we will repair, or, at our option, pay the reasonable cost of replacement (the "**Guarantee**").

CONDITIONS OF THE GUARANTEE

Guarantee Number xxxxx

This Guarantee is subject to and conditional upon the following terms and conditions;

1. SIG's liability to the Client under this Guarantee does not include:
 - a. Any losses which were not foreseeable at the time the Guarantee was given and, in the case of use in course of a business, trade or profession, any consequential, economic or indirect losses;
 - b. Any damage to or defects in the Materials caused by any reason other than defective Materials, including any accidental or wilful damage to the Materials after they have been laid;
 - c. Any deformation affecting the aesthetic of the Materials but not damaging their waterproofing integrity;
 - d. Any defects in the Materials caused by existing moisture in an old roofing system (including insulation and/or associate structure) on refurbishment projects;
 - e. Any damage to or defects in the Materials caused by fire or abnormal weather conditions;
 - f. Any damage to or defects in the Materials resulting from issues or considerations which should have been made apparent by the Client during the design process; and
 - g. Any matter for which the Client is insured under a contract of insurance or for which a prudent occupier should maintain a policy of insurance.
2. SIG's total liability to the Client under this Guarantee shall not exceed the cost of the repair or replacement of the Materials except in the case of non-business purchases in which case SIG does not limit its liability for any loss or damage caused by defects in the Materials resulting from SIG's negligence.
3. All Materials delivered and invoiced have been paid for in full.
4. The Materials have been installed by a Roofing Contractor authorised by SIG and strictly in accordance with the instructions of SIG and the Materials have only been used for the purposes recommended or implied by: (a) any standard specifications set out in any applicable national standards and codes of practice, and/or (b) SIG in it's relevant literature, and/or © SIG issuing written specific recommendations.
5. If the Client wishes to make a claim under this Guarantee then any defects in the Materials must be notified (by telephone to the number set out below) to SIG within 48 hours of discovery and subsequent written confirmation must be sent to SIG (at the address set out below) within a further 48 hours and in any event not later than the expiry of the Guarantee.
6. The Client shall maintain the roof to relevant British Standards and codes of practice as stated on page 3 of this Guarantee and in accordance with the attached recommended Maintenance Contract or other maintenance contract providing similar protections. The 20 year Guarantee period will only remain valid (irrespective of when any defect occurs) if roof inspections are carried out at intervals of no more than 5 years, with the first inspection being before the fifth anniversary of the date of supply of the Materials. Inspections must be carried out by SIG at the cost of the Client. Failure to comply with these inspection obligations shall limit the period of this Guarantee to no more than 15 years.
7. SIG must be given the opportunity to inspect any defective Materials before any repairs or remedial works are carried out by an approved contractor.
8. The Client may assign the benefits of this Guarantee (subject to all its terms) to any subsequent owner of the building on which the Materials are fitted, providing such assignment is in writing and written notification is sent to SIG within 14 days of such assignment taking place.
9. In the case of non-business purchases, this Guarantee is in addition to, and in no way affects, the Client's statutory rights relating to faulty or misdescribed goods or services.
10. If the Client has purchased the Materials acting in the course of its business, trade or profession, then this Guarantee is in place of and to the extent permitted by law replaces and excludes all other warranties and conditions whether express or implied by common law, statutory or otherwise.
11. The parties do not intend that any of the terms of this Guarantee shall be enforceable by virtue of the Contract (Right of Third Parties) Act 1999 by any person not a party to it.
12. This Guarantee shall be construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English courts save that non-business purchasers in the Republic of Ireland, Northern Ireland and Scotland shall be entitled to enforce their rights in the courts of their country of residence.
13. SIG Design & Technology is a Trading Name of SIG Trading Ltd, Hillsborough Works, Langsett Road, Sheffield, S6 2LW.

.....
Signed on behalf of
SIG Design and Technology

Date:.....



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General Guidance Note on Maintenance and Care

The roof is definitely one of the parts of the building that bears the greatest stress. Because you do not directly look at it very often, it is poorly neglected when it comes to maintenance and care.

This can not only lead to unwanted consequences for the functional integrity of a roof covering and waterproofing, but may eventually result in a particularly high financial burden for the building owner, which could have been prevented by due care, maintenance and refurbishment.

What conditions impact on the roof?

All materials, including roofing and waterproofing materials, are subject to natural ageing. However, roof areas are particularly exposed to weathering. Chemical and biological impacts from the environment, facilitated by dust and debris, which in turn promote growth of plants, mosses and other detrimental micro-organisms, may accelerate the process of natural ageing. Physical loads originating from the use of the building impose additional loads on the roof as a constructional component. Thus, simply forgetting about the pitched roof covering or the flat roof waterproofing once it has been installed will become very expensive and hazardous to the overall building fabric in the long run.

Therefore, by giving to a professional roofing contractor the maintenance and care of the roof you will ensure an extended life of your building.

What may threaten your roof?

Wind, vibrations and movements of the building structure may cause loosening of the roofing materials (tiles, slates, slabs, corrugated sheets, ballast).

Temperature changes (freeze-thaw-cycles in winter, thermal shock in other seasons of the year) corrode the surface as well as the substance of the material, possibly causing cracks and fractures. Mortar becomes brittle.

This facilitates the intrusion of water, ice, debris and flying seeds as well as metal corrosion, which in turn accelerates the destruction process.

Obstructing leaves can result in ponding water areas which can turn into slip or wind hazard.

The water-tightness of flashings at roof penetrations, built-in details and adjacent building structures as well as of roof edge trims will be impaired, as will the seam tightness of the membranes installed on the roof area and over movement joints.

From regular inspections to maintenance and care
The roof covering and waterproofing with all its components should be checked at regular intervals. An expert opinion on the condition of the roof is recommended.

An inspection and maintenance contract with a roofing company is the best solution to this issue.

In particular, the following works should always be carried out:

- Cleaning the gutters and down pipes as well as other drainage components such as rainwater outlets on the roof
- Removal of rough debris from the roof area and from corners and edges in particular
- Cleaning of bulk gravel, in particular, from growing plants and rough debris
- Checking flashings and trims and built-in details
- Paint coating of metal parts
- Replacing damaged roofing material
- Care of roofing membrane surface protection
- Repairing brittle mortar and the like
- Checking wooden parts for pests and decay
- Inspecting the seams on the flat roof
- Inspecting and cleaning roof lights and other lighting elements
- Visual control of running boards, roof hooks, snow guards and other built-in details

How is it affecting your SIG Design & Technology Guarantee?

The building owner is obliged to ensure roof maintenance and care also during the Guarantee period for construction works. Failure to do so puts potential Guarantee claims at risk. In case of 20 year Guarantee, SIG Design & Technology must have copy of the signed Maintenance Contract and of each inspection report issued by the Roofing Contractor in accordance with the Maintenance Contract. Repairs and maintenance must be undertaken by a qualified operative in accordance with the manufacturer recommendations, code of good practice and national standards.

Recommended Maintenance Contract

Maintenance Contract = Security for your flat roof

- regular inspections
- longer roof life expectancy
- damage prevention
- better asset preservation
- contractual agreement
- security for years to come

Additional information concerning the Maintenance Contract for flat roofs:

SIG Design & Technology have provided this example Maintenance Contract as a guide to the maintenance services that we would expect to be carried out.

If the Roofing Contractor and the Client decide to use and enter into this Maintenance Contract each party should ensure that they fully review and understand its terms before signature. This Maintenance Contract only covers commercial issues such as the maintenance services to be performed; it does not address legal issues such as limits or exclusions of liability or rights of termination and the parties should take separate and independent legal advice in respect of these issues.

The Maintenance Contract is entered into between the Roofing Contractor and the Client and SIG Design & Technology shall bear no liability whatsoever to either party in connection with the use of the Maintenance Contract.

SIG Design & Technology, Shepshed, March 2009 (SIG Design & Technology is a Trading Name of SIG Trading Ltd, Hillsborough Works, Langsett Road, Sheffield, S6 2 LW)



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Maintenance Contract

- Flat Roof -

This Maintenance Contract is entered into on _____

between the Client _____ of _____ ; and

the Roofing Contractor _____ of _____

§ 1 – Introduction

Roof areas are in particular exposed to weathering. UV and IR radiation cause ageing. Dust and debris lead to incrustation and may obstruct drainage elements. Flying seeds may produce plants. Specific chemical environmental loads may be detrimental to the roof covering. Through professional maintenance the Client may control the risks arising from these loads, from damage of the supporting structure and from natural ageing of the construction materials.

§ 2 – Area to be maintained

Maintenance shall include the following roof areas: _____

Approx. size in m²: _____

Year of construction: _____

§ 3 – Times of Maintenance

A roof area survey is carried out every calendar year:

- once in spring; and
 for a second time in autumn
- Please tick as applicable -

During the survey(s) the roof waterproofing will be checked for any defects or damage.

§ 4 – Cost of Maintenance

A flat rate of £ _____/m², in total £ _____ plus VAT is due for every maintenance service.

§ 5 – Maintenance Services

The flat-rate maintenance includes the following works:

- Cleaning the gutters and downpipes as well as other drainage components such as rainwater outlets on the roof etc.
- Removal of obstructing debris from the roof area and from corners and edges
- Removal of plants
- Visual check of water tightness, in particular, at flashings and trims
- Visual check of the mechanical strength of profiles, ventilation elements, roof lights, trims etc.

Furthermore, the flat-rate maintenance includes smaller repair works such as:

- Rewelding or rebonding seam areas.
- Care of surface protection
- Tightening of profile fixings, mechanical roof light elements etc.
- Repair of small leaks with permanently elastic synthetic materials or by other suitable measures

Smaller repair works included in the flat-rate maintenance must not take longer than three hours.

Date

Client's signature

§ 6 – Report and Works

After the roof survey, the Roofing Contractor shall provide the Client a short maintenance protocol as well as a status report on the necessary and recommended repair works not included in the flat-rate maintenance.

The Roofing Contractor shall provide the Client with a cost estimate including a list of the works to be carried out. The Roofing Contractor shall, upon the request of and after prior consultation with the Client, carry out these works as soon as reasonably possible. If these works are to be carried out on an hourly rate basis, the parties have agreed upon the following wage rates per hour:

Skilled operatives: £ _____

Semi-skilled operatives: £ _____

Labourer: £ _____

Travel expenses flat rate up to 50 km: £ _____

Rates for additional distance £ _____

The indicated prices do not include VAT

§ 7 – Term

This Maintenance Contract shall commence on the date set out above and shall be valid until _____.

§ 8 – Variation

Any changes to this Maintenance Contract must be made in writing and signed by both parties

§ 9 – Assignment

Neither party shall be entitled to assign the benefit of this Contract without the prior written consent of the other party.

§ 10 – Severance

If this Maintenance Contract shall be or become void in whole or in part, the other provisions shall remain valid and enforceable and the void provisions shall, where appropriate, be replaced by other provisions corresponding as closely as possible with the void provisions.

§ 11 – Third Party Rights

A person who is not a party to this Maintenance Contract (a "third party") shall have no rights pursuant to the Contracts (Rights of Third Parties) Act 1999 (the "Act") to enforce any of the terms of this Maintenance Contract.

§ 12 – Governing Law

The parties agree that any disputes arising or in any way connected with the subject matter of this Maintenance Contract (whether of a contractual or tortious nature or otherwise) shall be subject to the laws of England.

Date

Roofing Contractor's signature



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