

Protector Warranty

Quality control of the workmanship exerts the most impact upon the life expectancy of a building. This and a thorough check on the exact materials used provides the key to ensuring best value from a project's investment.

Applying AWM's Protector Warranty, an independent audit with regular site inspections conducted throughout the project, ensures the highest quality in both overall construction and detail – underpinning life expectancy, reducing maintenance liabilities and therefore benefiting the whole life costs.

While many manufacturers offer adequate material warranties of their own, they are naturally not able to inspect or audit the actual application of their products for a project on a regular basis. This creates the potential for a weak link in the construction supply chain, because most problems that occur are usually a direct result of poor workmanship, inadequate understanding of the requirements to meet building regulations and any interaction required between different site trades involved.

Involving AWM and the Protector Warranty at an early stage ensures that the very highest standards of workmanship are adhered to, meeting all the necessary building regulations, and that all the vital interacting details are not neglected.

Records including detailed digital photography are used to support easy-to-check AWM inspection forms that are provided to the sub-contractor, main contractor and client to manage a project's weekly progress and detail any improvements required until after the very last snagging. All the advice and site audits are covered by a £5 million professional indemnity cover.

The Protector Warranty is offered for exclusive use by AWM's growing membership of independently audited manufacturers and installers, representing the most respected names in the industry.

All the benefits to eliminate the risks

- Independent drawing/design review
- Weekly site inspections to audit workmanship
- Airtightness audit
- Perimeter detailing check
- Full and clear reporting system
- Compliance with building regulations
- Compliance with good working practice
- Independent warranty up to 25 years

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PROTECTOR WARRANTY

AWM Ref:	****	Warranty number	****
Site Location:	****	Warranty term	****
Main Contractor:	****		
Sub Contractor:	****	Practical Completion Date	****
Architect:	****	Warranty Expiry	****
Building Owner:	****	Warranty Period	****

This warranty is supplied by AWM (hereinafter referred to as “The Company”) subject to the Warranty Limitations Terms and Conditions overleaf: -

The Garland Company UK Ltd System

The Company will warrant The Garland Company UK Ltd System installed on the above referenced project from the practical completion date for the period detailed above. In the event of water ingress arising from defective material, defective design or defective installation The Company will remedy the defect by repair or replacement. The warranty provides for defect remedy after the defects period and in the event that the contractor ceases to trade during the defects period. Subject to the mandatory annual inspection and maintenance procedures specified by The Garland Company UK Ltd.

The Company Warrants that The Garland Company UK Ltd System supplied and installed at the above referenced site location has been installed correctly and comply’s with good industry practice.

Repair or Replacements

The warranty extends to any new or repaired The Roofing System weathering and lining components properly installed into The Roofing System but only for the remaining life of the warranty and is subject to the same limitations, terms and conditions, and does not warranty that such new or repaired components will colour match existing weathering and lining components.

Design

In addition, The Company undertakes that it has used reasonable skill and care in the design of The Garland Company UK Ltd System for this warranty, which is in accordance with Technical Guidelines as being suitable for the use and purpose in the location and internal humidity class and environmental class and external environmental conditions aforementioned for the warranty period specified.



AWM PROTECTOR WARRANTY LIMITATIONS TERMS & CONDITIONS

1. The Garland Company UK Ltd system comprises solely of those components approved by The Company and as specified in technical literature current at the time of purchase and defined by the NBS Specification written and supplied by The Garland Company UK Ltd manufacturer. Inclusion/substitution into The Garland Company UK Ltd System of any other components not approved by The Company will render the Warranty (as defined in the Protector Warranty document overleaf) null and void.
2. Where other materials and coatings are approved by The Company for use in The Garland Company UK Ltd System, please refer to The Company for mandatory inspection and maintenance requirements applicable.
3. The Company's liability under the Warranty for the goods and/or materials incorporated within The Garland Company UK Ltd System shall be limited to the liability of the manufacturer or supplier of such goods and/or materials to The Company.
4. The Company's liability under the Warranty is limited exclusively to replacement or repair of The Garland Company UK Ltd System at The Company's sole discretion, subject to the liability of The Company under the Warranty being established to the reasonable satisfaction of The Company.
5. In the event that The Company elects to replace The System the purchaser of The Garland Company UK Ltd System or any other person to whom the benefit of the Warranty has been assigned (including any individual, firm, body corporate, unincorporated association or partnership) ("The Beneficiary") will contribute such assessed share of the cost of replacement of The Garland Company UK Ltd System as assessed solely by The Company in consideration of the beneficial use of The System provided from the date of the Warranty to date of such replacement decided by The Company under Clause 3. The amount of such costs to be agreed between the parties before the work is undertaken.
6. There are excluded from the Warranty all defects attributable to acts, events, omissions or accidents beyond the reasonable control of The Company including, without limitation, acts of God, malicious damage, accident, fire explosion, floor or storm and any other matters covered by the Building Insurance Policy of The Beneficiary.
7. The aggregate liability of The Company in respect of any one claim shall not exceed the original value of The Garland Company UK Ltd System material value. (to be agreed).
8. The Warranty is provided on the basis of the atmospheric conditions both internal to the building and external at the site of the building made known to The Company at the time of purchase of The System and no further. In the event of any changes in the stated internal humidity class and/or external atmospheric conditions having any adverse effects on The Garland Company UK Ltd System the Warranty shall be null and void.
9. During or after installation into The Garland Company UK Ltd System, the components must not be subjected to or exposed to contact with harmful liquids, substances, chemicals, internal or external stresses for which The Garland Company UK Ltd System has not been designed, or storage and installation damage or any other events and conditions unanticipated by The Garland Company UK Ltd System design which are or may have deleterious effects on the components. Such resulting damage is excluded from the Warranty.
10. The Warranty excludes the performance and durability of any touch up paint, over paint or repair to components during or after installation, except as sanctioned by The Company.
11. The Warranty will be invalid if The Garland Company UK Ltd System components are exposed to temperatures greater than 60°C or less than -20°C, howsoever caused.
12. Damage caused by ponding on the weathering sheets and/or by inadequately sealed weathering sheet end and side laps, allowing retention of water and/or other contaminants is excluded from the Warranty.
13. Damage arising from misuse of The Garland Company UK Ltd System, wilful acts or negligence is excluded from the Warranty.
14. Damage / deterioration caused by unloading and distribution of The Garland Company UK Ltd System on / around the site and / or inappropriate / inadequate storage of The Garland Company UK Ltd System prior to and during installation is excluded from the Warranty.
15. Damage caused by contact with wet, green or treated timber and / or any corrosive elements including metals, which induce galvanic corrosion is excluded from the Warranty.

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16. The Garland Company UK Ltd System internal lining has not been designed to prevent damage due to exposure to external weather element / atmosphere. Such damage is excluded from the Warranty.
17. Any attachment, alteration, extension, modification, re-erection, repair or maintenance work made to The Garland Company UK Ltd System without the approval of The Company and in the event of approval being granted not carried out by a person/body/company approved by The Company, will render the Warranty null and void.
18. The Company does not exclude its liability for personal injury or death resulting from The Company's negligence.
19. The Warranty applies to The Garland Company UK Ltd System provided the building purpose and use is exactly in accordance with the terms of the Warranty and any change in use or purpose will render the Warranty null and void, unless the approval of The Company to such change is obtained. In addition, the structure of the building and The Garland Company UK Ltd System must remain unaltered throughout the duration of the Warranty unless The Company approves such change.
20. The Beneficiary (or others responsible) undertakes to ensure that mandatory inspection and maintenance of The Garland Company UK Ltd System is carried out in accordance with the recommendations as described in Appendices 1 & 2 of the Warranty (or other recommendations approved by The Company (see Clause 1a). The Company shall have no liability whatsoever under the Warranty, in the event that the Beneficiary (or others responsible) fails in any way to adhere to the aforementioned mandatory annual inspection and maintenance requirements and recording of the same in writing.
21. The Company shall have no liability whatsoever for fair wear and tear.
22. The Warranty may be assigned to the owner of the building or any other person entitled to the benefit of the building on which The XXXX System is installed.
23. The Warranty must be applied for by the purchaser of The Garland Company UK Ltd System ("the System Purchaser") within 3 months of date of The Garland Company UK Ltd System purchase.
24. The Warranty will only operate and be of effect, provided all the terms of The Garland Company UK Ltd System purchasers contract with The Company are fulfilled promptly and without delay including, but not limited, to terms of payment.
25. In the event that The System fails to perform its specified use and purpose, The Beneficiary will allow The Company reasonable and sufficient access to The Garland Company UK Ltd System site for purposes of inspection and investigation. The System must remain undisturbed until such inspections and investigations are completed by The Company. The records of all inspections and maintenance work undertaken must be made available to The Company.
26. Any notice given under The Warranty must be delivered to The Company's Registered Office, Auditing Workmanship & Materials Ltd Desford Hall, Leicester Lane, Desford Leicestershire LE9 9JJ by 1st Class recorded delivery post.
27. The Company and the Beneficiary agree that if any term(s) of the Warranty purports to confer a benefit on any person who is not a party to the Warranty (a "Third Party"), that those term(s) shall not be enforceable by any such Third Party under the Contracts (Rights of Third Parties) Act 1998.
28. If it is found that any term(s) and/or condition(s) of the Warranty are not legally enforceable, then the unenforceable term(s) and/or condition(s) shall not in any way affect the applicability of the remaining term(s) and/or condition(s) of the Warranty.
29. The Law of England and Wales shall govern the Warranty.
30. All disputes arising out of the Warranty shall be subject to the exclusive jurisdiction of the courts of England and Wales.
31. The Company's Conditions of Sale apply to the Warranty provided. In the event of any conflict or inconsistency between the Protector Warranty document, these Warranty Limitations Terms and Conditions and The Company's Conditions of Sale there shall be the following priority:
 - a. Protector Warranty Document
 - b. Warranty Limitations Terms and Conditions
 - c. AWM Terms & Conditions.

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Appendix 1

Inspection and Maintenance by Client

Mandatory Recorded Annual Inspection by Client; to be recorded on form AWM R101

Check for	Problem	Action
Blocked gutters	They can cause overflow into the building.	Remove debris
Local damage	If the damage has effected the integrity of the membrane, the system may be damaged	Assess the extent of the damage and immediately undertake repairs with The Garland Company UK Ltd approved contractor
Unauthorised works or installations	May effect integrity of waterproofing	Report to The Garland Company UK Ltd

SAMPLE ONLY

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Appendix 2

Meaning of Words used throughout the Warranty & Appendices

Practical Completion Date

This means the Warranty Commencement Date unless otherwise agreed by 'The Company'.

The Roofing System

Means the system supplied to the customer's order and comprising of those components and installation procedures approved by 'The Company'.

Installed

Means exactly as described and detailed in the Garland Company UK Ltd Specification Guidance Roof current at time of installation for the project.

Resist

Means the system shall not become perforated or change shape to the extent of losing weather tightness and will remain structurally sound for the warranty period, all subject to the limitations, terms and conditions of the Protector Warranty.

Competent Person

A person with sufficient training, experience, knowledge and other qualities in respect of the mechanical and physical properties of the material, structure, installation, assembly, under inspection, repair and maintenance. A thorough knowledge of safe working practices and statutory requirements is essential.

Mandatory Fifth Year Inspection

The client shall contact AWM within 60 days either side of the fifth year anniversary of the warranty to arrange for AWM, or their agents, to inspect the roofing system. The client will be responsible for the cost of the inspection and any works not covered by the warranty.

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Annual inspection

Date: _____ Inspected by: _____

Comments on work carried out _____

Technical enquiries:
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