

MARSHALLS HARD LANDSCAPE GUARANTEE: TERMS & CONDITIONS



This guarantee certificate is submitted in direct response to the guarantee request form received by Marshalls from the contracted parties detailed overleaf and it will become immediately and permanently invalid if it is found that either party knowingly provided false or inaccurate information on the guarantee request form.

Marshalls hereby warrants, that in the event of the failure of Marshalls products used in the construction of a domestic driveway or patio installed at the address below, replacement products will be supplied free of charge for a period of **10 years** commencing from the installation date. For materials produced with Surface Performance Technology this period is extended for a **further 10 years**. Additionally, the labour costs incurred during the replacement of these faulty materials, and/or labour costs arising from faulty workmanship, will be free of charge for a period of **5 years** commencing from the installation date. This guarantee is subject to the following **terms and conditions**:

1. The guarantee is applicable only on installations where Marshalls branded products have been used, (excluding decorative aggregates, Leyburn, Textured Utility, Pendle or Richmond utility pavings), for the construction of a domestic driveway or patio, (including integral paths and steps), and they comprise at least 90% of the total paved area. A garden wall constructed with Marshalls materials as an integral element of this driveway or patio project will also be covered by this guarantee on condition that the value of the wall does not exceed the value of the paving.
2. The guarantee will take effect only when the project has been satisfactorily completed and this is defined as; a) all works have been completed by the contractor; b) the customer has made full payment of the installed value to the contractor; c) the customer has signed the Marshalls satisfaction note that is attached to the guarantee request form; and d) a fully completed guarantee request form is received by Marshalls with the appropriate fee.
3. On the strict condition that a copy of the Marshalls Hard Landscape guarantee request form has been furnished to the customer, Marshalls will refund the deposit paid by the customer to the contractor if the contractor ceases to trade before work is undertaken and fails to refund the deposit. This benefit is restricted to 25% of the installed value up to a maximum of £1,500 and is valid for 90 days from the date of the deposit payment.
4. The guarantee covers the installation of the Marshalls branded products only and does not extend to cover fees paid for garden design, soft landscaping, alternative products, or any additional or supplementary constructions. Therefore the installed value shown overleaf may differ from that paid to the contractor if the project included charges for such items.
5. The guarantee covers the installation for reasonable domestic use and does not extend to cover damage or deterioration caused by, or resulting from; accident, misuse, heavy goods vehicles, natural weathering, lack of maintenance, (including re-pointing after two years from date of installation), impact damage, commercial use, or staining caused by any substance whatsoever.
6. The guarantee does not cover any form of damage, accidental or otherwise, caused to person or property prior to, during or after the construction.
7. Movement, expansion or contraction of sub-soil or sub-base due to, (but not limited to), climatic changes, tree root activity, underground drains, mine-workings, earthquake and changes to the local water table are outside the control of the contractor, therefore the guarantee does not cover damage caused by these or related factors.
8. Any claim arising that may be directly due either to; a) the application of any form of non Marshalls branded sealant or, b) any part of the finished pavement being less than 150mm below the damp proof course of any adjacent wall, will not be covered by the Marshalls Hard Landscape guarantee.
9. In the event of a claim, every reasonable effort will be made to ensure that remedial work is completed in a colour, pattern and finish as specified in the original contract. However, due to product evolution and the natural weathering of the existing installation, no assurance can be given that an exact match would be possible.
10. For the avoidance of doubt, this guarantee covers the subsidence of the paved area provided such settlement is in excess of 10mm under a 3m straight edge, and 2mm between adjacent units, as defined in Table B3, Surface Regulations, BS 7533-3:2005+A1:2009
11. All concrete or clay products may, usually in their early life, appear to lose some intensity of colour and experience a white stain on the product face. This is the temporary natural phenomenon of efflorescence which is in no way detrimental to the performance of the product. No responsibility can therefore be accepted by Marshalls or the contractor in the unlikely event of its occurrence.
12. If rectification work becomes necessary, the contractor will make all reasonable efforts to complete the work as soon as possible and the customer will permit him access to the site to fulfil his contractual obligations.
13. For the avoidance of doubt this guarantee is only applicable to the contracted parties named overleaf. It is not transferable should the customer vacate the address where the project has been undertaken.
14. Any claim arising relating to the failure to obtain planning permission for the project will not be covered by this guarantee.
15. The total liability in respect of all or any claims covered by this guarantee shall be limited to the installed value increased in line with the housing cost index but limited to a maximum of 3% per annum compound.
16. In the event of a defect arising which may be covered by this guarantee, full written details should be submitted to the contractor at the address shown overleaf within 14 days of discovery of said defect. If a response is not forthcoming within 28 days of writing, representations should be made in writing to;

*The Marshalls Register of Accredited Landscape Contractors and Driveway Installers
Landscape House
Lowfields Business Park
Elland
West Yorkshire
HX5 9HT*

17. Any delay of reporting a potential defect may affect your claim and the liability of either Marshalls or the contractor.
18. Marshalls is not a party to the contract to which this guarantee applies, however, if a valid complaint is brought to our attention that the contractor refuses to rectify, Marshalls will offer all reasonable support to the customer to help secure a satisfactory resolution and this may lead to the contractor being removed from The Marshalls Register of Accredited Landscape Contractors and Driveway Installers. This guarantee is offered as an additional benefit by Marshalls and does not affect any party's statutory rights.