

#### The Contractor's Obligations

1. To maintain the Property in a good and proper state of repair. To install all water systems both internally and externally to a proper standard and to take all reasonable precautions to protect the property from damage.
2. Not to allow anyone other than the Contractor or a person authorised by Westminster to carry out any additional treatment of any nature to the area covered by the Work.
3. To notify the Contractor in writing immediately if any condition is noticed at the Property which might indicate a failure of the Work. Failure to notify the Contractor in the earliest opportunity may invalidate this Guarantee. **WHETHER THE PROPERTY HAS BEEN TREATED FOR HOUSE LONGHORN OR DEATHWATCH BEETLE** to have the Property inspected annually by an appropriate expert whose written findings must be produced in support of any claim.
4. To comply with any advice given in writing by the Contractor to the Contractor in respect of the Work or the Property.
5. To notify Westminster in writing immediately if the Contractor has reason to believe that the Contractor will not meet a valid claim under this Guarantee because he (being an individual) has retired or been made bankrupt or (being a company) has gone into receivership or liquidation or been struck off the Register of Companies.
6. To allow the Contractor and/or any person authorised by Westminster full access to the Property in order to carry out any inspection or material treatment required under this Guarantee at a time convenient to the Contractor and/or Westminster at the cost may be.

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7. To carry out a full inspection of the area treated by the Work within 28 days of being notified by the Contractor in writing any possible failure of the Work giving a rise to a claim under this Guarantee.
8. In the event that the Contractor is not satisfied after inspection that a valid claim under the Guarantee has arisen, to supply to the Contractor a full written explanation of his reasons for declining to carry out remedial work or re-treatment.
9. In the event that the Contractor following inspection accepts that remedial work or re-treatment is required, then to carry out that remedial work or re-treatment forthwith free of charge to the appropriate industry.

standard applicable to the treatment in question and using materials of a suitable sort and standard free of charge.

#### Westminster's Obligations

10. If the Contractor (being an individual) has retired, having reached statutory retirement age, or is an bankrupt or (being a company) has gone into receivership or liquidation or been struck off the Register of Companies then upon receipt of the Contractor's written notice pursuant to Clause 5 Westminster shall make arrangements for the Property to be inspected and if Westminster in its absolute discretion is satisfied that the Work has failed it will engage a suitable alternative contractor to carry out the remedial treatment that would otherwise have been required by the Contractor under clause 9 free of charge.

#### General Provisions

11. Words importing one gender shall be construed as importing any gender, and words importing the singular shall be construed as importing the plural and vice versa.

This Certificate of Guarantee is valid only if bearing the company seal of Westminster and attached to a copy of the invoice referred to in it and the spectrometer of the Work supplied by the Contractor with the receipted invoice. Any claim which the Contractor is to make in writing pursuant to the provisions of this Guarantee must be accompanied by three copies of all the documents referred to in this paragraph and the original sealed copy of the Guarantee to be produced to the Contractor or Westminster for inspection upon request.

Property is sold by the Customer this Guarantee assigned to any subsequent purchaser of the property provided that such purchaser shall upon request produce to the Contractor or Westminster (in the case any) his satisfactory evidence of the title of the Property in addition to any other documents required to accompany a claim.

14. Any treatment to be carried out pursuant to this Guarantee shall be at such times as the Contractor or Westminster, as the case may be, shall decide having regard, *inter alia*, to weather conditions and their effect on the efficiency of any re-treatment.
15. The guarantee is limited to the re-treatment of the area affected and does not extend to any consequential loss or damage whatsoever caused.
16. Westminster will charge in advance for time and travel involved in any visit to the Property. A full refund will be made if the claim is upheld.

**SPECIMEN**

**WESTMINSTER  
GUARANTEE  
PROTECTION  
(TRUSTEES)  
LTD.**

**Guarantee  
Certificate**

**WESTMINSTER HOUSE  
23 MAIN STREET  
LOCKINGTON  
DERBY  
DE74 2RH**