



Guidance document

November 2012

MCRMA ADVICE ON INDUSTRY GUARANTEES AND WARRANTIES

A product or system Guarantee can generally be defined as a promise or assurance, especially one in writing, that the product is of specified quality, content, benefit, etc., or that it will perform satisfactorily for a given length of time. In many cases the guarantee will give a formal promise or assurance, usually in writing that certain conditions will be fulfilled, especially that a product will be repaired or replaced if not of a specified quality and durability. The Guarantee is offered as part of the contractual agreement between the manufacturer or supplier and the client. The words of the formal Guarantee usually make reference to a set of caveats generally referred to as small print.

A Guarantee should not be confused with a Warranty and to clarify the difference please make reference to the descriptions below.

Guarantee

- Guarantees are usually free and form a promise about an item by the manufacturer or supplier
- Guarantees promise to resolve any problems with a product or service within a specific, fixed period of time
- A Guarantee must explain how to make a claim in the event of a problem with the goods or service
- A Guarantee is legally binding, whether it has been paid for or not
- A Guarantee provides the customer or client with additional rights under consumer law
- A Guarantee will take effect whether or not you have a warranty

Warranty

- A Warranty is sometimes called an 'Extended Guarantee' and it acts like an insurance policy for which you must pay a premium
- A Warranty may last longer than a Guarantee and cover a wider range of issues
- A Warranty is a legal contract
- A Warranty does not reduce your rights under consumer law
- The terms within the contract of the Warranty should be clear and fair
- A Warranty can supplement a Guarantee and it can be in place at the same time

MCRMA members issue written Guarantees for their products or systems, which act in accordance with consumer law. In many cases the Guarantees offered provide additional rights to the customer or client.

The MCRMA wishes to highlight that some industry Guarantees and 'third party' Guarantees, Extended Guarantees or Warranties, which in many cases are insurance backed and therefore involve paying a premium, may include some or all of the following caveats:

- Upper or lower exposure limits for temperature which restrict the operating range of the product or system to values more strict than those normally encountered in the environment in which they are operating.
- The need for formal documented inspections to be carried out within strict time frames for example, annually.
- Inspections conducted by a ‘third party’ or agents acting on behalf of the ‘third party’ for which a fee may be payable by the client or customers.
- The need for annual maintenance programmes, which may involve ‘washing down’ some or all roof and wall elevations.
- Early and prompt notification, in writing, to the manufacturer or ‘third party’ provider or their agent of any damage, failure or non-conformity.

NOTE

1. The Health & Safety Executive (HSE) frowns strongly upon guarantees which demand annual inspections as the HSE aims to reduce time spent working at heights on roofs.
2. Fixed on site safety equipment does by law require an annual inspection and safety check, which may require access.
3. To ensure gutters and outlets perform as designed annual cleaning must be scheduled and, depending upon location and topography, the schedule period may need to be more frequent.
4. Planned maintenance programmes should be conducted from safe access equipment using appropriate safety equipment and fully trained operatives.

The MCRMA wishes to highlight to prospective clients and building owners that some manufacturers, suppliers or “third party” Guarantees, Extended Guarantees, Warranties, Insurance backed schemes and schemes which may involve payment of a premium need careful consideration before commitment.

The MCRMA also wishes to highlight that some restrictions imposed within the wording of the documentation or accompanying paperwork may fall outside of what is regarded as clear and fair.

In addition some restrictions may fall outside of what is practical or achievable.

That not all industry Guarantees or Warranties are based on the same criteria or offer the same backup.

The MCRMA and Member companies can provide advice about the materials, products and systems that they offer.

The MCRMA and Member companies can provide advice about the various Guarantees and Warranties available from members and the industry but the onus is on the specifier, developer, client, customer or anyone else who may be involved in the acquisition of such a scheme to fully satisfy themselves that they are getting the product which meets their requirements.

The MCRMA advises that if anyone is in any doubt about the caveats or small print contained within industry or company documentation then they should seek professional legal advice before proceeding with any proposal.