# WORKMANSHIP WARRANTY CERTIFICATE

Certificate Number: PLAE01CQ01

Installer Registered Business: Gary Lapthorne t/a Absolute Plumbing

OFTEC Registration Number: C12976 Commencement of Cover: 06/08/2015

Expiry Date: 05/08/2016



## Warranty cover

This certificate has been issued to evidence that the Work (as defined below) carried out by the above named business ("the installer") is protected by the OFTEC Workmanship Warranty Scheme, where ("the Installer") and/or the "Operative" (employed by "the Installer") hold all valid necessary qualifications and certificates and have registered onto an OFTEC Competent Persons Scheme. This Warranty does not extend to Work carried out for which "the Installer" or "the Operative" are not registered to do so with an OFTEC Competent Persons

Subject to the required notification of the installation and payment of the appropriate fee for cover to OFTEC and the undernoted terms and conditions the Workmanship Warranty remains in force for a period of six years from the date the individual who has carried out the work ("Operative") certifies to OFTEC that he has completed the Work and if a claim is made under the Warranty (which can only be made if the Installer is legally unable to carry out any necessary remedial work) then OFTEC will cover the costs of undertaking rectification of defective workmanship.

Work means:

- Plumbing and heating installations where such work is covered by the Building Regulations Approved Documents parts G and L
- 2. Installation of ventilation where such work is covered by the Building Regulations Approved Document part F (not including the installation of air conditioning).
- 3. Associated work carried out in respect of an installation where such work is covered by the Building Regulations Approved Document part J.
- Electrical work carried out in respect of the Building Regulations Approved Documents part P.

In all cases the work is carried out in a residential dwelling (as defined below) and such residential dwelling is located within the United Kingdom, the Isle of Man and the Channel Islands for Oil Safety Regulations. For an OFTEC Competent Persons Scheme this is a residential dwelling in England and Wales only.

## Terms and conditions

- 1. Throughout the Workmanship Warranty period all liability for the Work or any repairs or rectification of the Work carried out by the Operative shall remain with the Installer.
- 2. The Installer and the Operative have no right whatsoever to make a claim under the OFTEC Workmanship Warranty Scheme, the only person who has such a right is the owner of the relevant installation who has paid for the remedial work carried out to the Work.
- 3. This warranty only applies to Work that is carried out on premises that are residential dwellings (set out below for clarity).

Residential dwellings - a unit of residential accommodation, whether this is a sole or main residence used by a single person or people living together as a family or a residence used by not more than six people living together as a single household, including a household where care is provided for residents.

- 4. This Warranty will only apply to work which has been declared to OFTEC in accordance with OFTEC's required notification procedure.
- 5. The maximum amount payable pursuant to this warranty shall not exceed ten thousand pounds (£10,000) including VAT in respect of all Work detailed on the Building Regulations Compliance Certificate.
- 6. This Warranty covers defective workmanship directly attributable to the installation work and does not cover service and maintenance, manufacturers' defects, damage to third party property, death or injury to third parties or any other loss or damage including consequential and inconsequential loss or damage and damage to appliances installed by the Installer/Operative.
- OFTEC's obligations pursuant to this Warranty are limited to:
  - investigating, administering and upholding complaints concerning alleged defective work by customers of the Installer such complaints should be notified to OFTEC by the customer in accordance with the procedure set out in the letter on the reverse of the Building Regulations Compliance Certificate.
  - meeting the approved rectification costs of defective workmanship as defined under Warranty cover above.
- 8. OFTEC shall not be liable either to the Installer/Operative or any customer for failing to make a complete or accurate assessment of any fault or defect in any Work that it is required to inspect pursuant to this Warranty.
- These terms do not affect the Customer's legal rights against the Installer.
- 10. The OFTEC Warranty is an insurance backed scheme, where OFTEC is the beneficiary of insurance that is underwritten by an FCA regulated insurance company.

### Obligations of the Installer

The Installer warrants and agrees that:

- the Work and any rectification to the work carried out by the Installer/Operative have been carried out in accordance with the requirements of the rules and the relevant regulations in force at the time of carrying out the original Work.
- the Installer and Operative holds all valid necessary certificates of competence to carry out the Work.
- the Installer and Operative are on the OFTEC Register as at the date of carrying out the Work.
- the Work has been notified to OFTEC.
- In the event of a complaint being upheld for defective work, OFTEC are permitted to release information to OFTEC's insurer in order to finalise settlement of a claim under this scheme.
- the Installer will, provided that it is still on the OFTEC register, undertake remedial work in accordance with any defect notice which may be served following an upheld complaint.

#### OIL FIRING TECHNICAL ASSOCIATION

Registered in England and Wales No: 2739706 Registered Address: Foxwood House, Dobbs Lane, Kesgrave, Ipswich. IP5 2QQ. Tel: 0845 65 85 080. Company Limited by Guarantee