

SCHEDULE 3

Regulation 35(2)

Guarantees

1. The requirements for a guarantee referred to in regulation 35(2) are as follows.
2. All problems which affect the functioning of an improvement and which—
 - (a) relate to its installation, materials or design; and
 - (b) are notified to the green deal provider—
 - (i) subject to paragraph (ii), within five years of the improvement being installed;
 - (ii) where the improvement is solid wall insulation or cavity wall insulation, within 25 years of the improvement being installed,must be rectified by the green deal provider free of charge.
3. The green deal provider must repair damage to the property free of charge which—
 - (a) is caused by an improvement or the installation of an improvement;
 - (b) is notified to the green deal provider—
 - (i) subject to paragraph (ii), within 10 years of the improvement being installed;
 - (ii) where the improvement is solid wall insulation or cavity wall insulation, within 25 years of the improvement being installed; and
 - (c) is of a kind described in paragraph 4.
4. The descriptions of damage referred to in paragraph 3 are—
 - (a) damage to—
 - (i) the structure of the property;
 - (ii) wall coverings, ceilings, roofs and roof coverings including plaster and render but excluding decoration;
 - (iii) floors;
 - (iv) staircases;
 - (v) external windows and doors, including panes;
 - (b) damage which is likely to result in risks to the health or safety of persons.
5. The green deal provider's total liability to repair damage to the property under paragraph 3 must not be less than £20,000.
6. The requirements in paragraphs 2 to 4 do not require the green deal provider to rectify a problem or repair damage which arises after the improvement is installed where that problem or damage arises from one or more of—
 - (a) negligence;
 - (b) accident;
 - (c) misuse of the improvement;
 - (d) repair of the improvement,attributable to a person other than a person described in paragraph 7.
7. The following persons are referred to in paragraph 6—
 - (a) the green deal provider;
 - (b) the manufacturer of the improvement;
 - (c) a person acting on behalf of such provider or manufacturer.