

TATA STEEL



Confidex[®] Home Guarantee

Explanatory booklet



Confidex® Home Guarantee

Welcome

1. The Confidex® Home Guarantee (the “Guarantee”) is a specifically designed guarantee which applies to the deterioration (i.e. peeling) of the paint on the roof and/or wall panels of your home manufactured by Tata Steel (the “Product”).
2. This booklet contains the terms and conditions of the Guarantee.
3. You must register your Guarantee for it to be valid. The process for registration is set out in this Explanatory Booklet.
4. Once registered, the Guarantee is a legal agreement between the Homeowner (“you”), and Tata Steel UK Limited (“Tata Steel”, “we” or “us”) which is based on and incorporates those terms and conditions.
5. We recommend that you read this booklet carefully and retain a copy of it for your records, as it will give you the information you need to understand what protection you have if you register the Guarantee with us.
6. If you are unsure about anything in this document, you can contact us to check what protection you may have.

How to contact us

By telephone: Colorcoat Connection® helpline - 01244 892 434

By email: colorcoat.connection@tatasteeleurope.com

In writing to: Shotton Works
Deeside
Flintshire
CH5 2NH

Introduction to the Confidex® Home Guarantee

1. The Guarantee is issued directly to you from the manufacturer of the Product, Tata Steel. Tata Steel is the trading name of Tata Steel UK Limited (company number 02280000) and its registered address is at 30 Millbank, London, SW1P 4WY, England.
2. The Guarantee protects you against deterioration of the paint on the product only. The Guarantee does not apply more widely to other problems or defects with the Product. Please see the full Terms and Conditions below for details of the limitations and exclusions to the Guarantee.
3. The Guarantee guarantees that not more than 5% of the paint on the outward facing side of the Product will be affected by peeling. The outward facing side of the Product is the side which is directly exposed to the weather.
4. Roof or wall flashings such as ridge caps made from identical material will be covered by the guarantee.
5. No maintenance or inspection of the Product is required, except in relation to accumulation of dirt and debris and salt spray. In both cases the Guarantee will still apply if regular cleaning has been carried out in accordance with the Tata Steel Inspection and Maintenance Guidelines available online at www.colorcoat-online.com
6. Alterations to the Product after installation could invalidate the Guarantee. Contact Tata Steel before making any such alternations.
7. The Guarantee must be registered to be valid. The registration process is set out in this booklet.
8. Defects reported via the Complaints Reporting Procedure (detailed below) will be investigated by us and if we are satisfied that the Guarantee has been triggered, we will restore the defective area to meet the original Guarantee Period and will bear the cost of labour and materials for that restoration.
9. The Guarantee lasts for the Guarantee Period which is 25 years.
10. The Guarantee Period will be stated on your Guarantee certificate which will be issued by us to you following registration in accordance with the below steps.
11. The Product on your home will either be Colorcoat HPS200 Ultra® or Colorcoat Prisma® . Both products have a Guarantee Period of 25 years irrespective of where it is being used (roof or wall) and where your home is situated (inland or coastal).

12. If you are in any doubt as to the Guarantee Period relevant to your home please contact us for assistance (details below).
Colorcoat Connection® Helpline - 01244 892 434
By email: colorcoat.connection@tatasteeleurope.com
13. The Guarantee Period relevant for your home will be stated clearly on the guarantee certificate once issued.
14. Once registered and the certificate is issued via email, please keep the Guarantee in a safe place and make a note of the Guarantee registration number.
15. This Introduction is a summary of certain aspect of the Guarantee only. Please see below for the full Terms and Conditions which apply to the Guarantee.
16. The Guarantee does not in any way exclude or limit your statutory rights. For more details about your statutory rights please contact Citizens Advice by visiting www.adviceguide.org.uk or calling 03454 04 05 06.

Registration

To register the Confidex® Home Guarantee you simply complete a short online form at www.colorcoat-online.com/confidexhome and within 14 days you will receive a guarantee certificate via email.

Transfer of guarantee

The Confidex® Home Guarantee is fully transferable if you sell the property within the guarantee period. To do this the new home owner must contact Tata Steel via the Colorcoat Connection® helpline quoting the guarantee number.

Complaints reporting procedure

If you believe that you have a claim under the Guarantee please contact us either by email at colorcoat.connection@tatasteeleurope.com or by telephone on 01244 892434 or in writing to Colorcoat Connection® Team, Shotton Works, Deeside, Flintshire, CH5 2NH.

Your report will then be handled by the Tata Steel Building Services Team.



Confidex[®] Home Guarantee

Terms & Conditions

Part A – Conditions of the Guarantee

1. We guarantee that not more than 5% of the paint on the Product will peel off during the Guarantee Period.
2. The Guarantee applies to peeling of the paint on the outward facing side of the Product. The outward facing side is the side which is exposed to the weather.
3. The Guarantee will only be valid and binding upon us when registered in accordance with the steps set out in the “Registration” section of the Explanatory Booklet.
4. Claims made under the Guarantee must be made by email at colorcoat.connection@tatasteeleurope.com or by telephone on 01244 892434 or in writing to Colorcoat Connection[®] Team, Shotton Works, Deeside, Flintshire, CH5 2NH.
5. Your legal remedy and the obligation of Tata Steel under the Guarantee is limited to the restoration by us of the defective area of the Product.
6. Tata Steel shall be entitled to determine the appropriate measures to be taken in order to provide suitable restoration in the event of failure.

Part B – Exclusions and limitations

7. The Guarantee does not apply to failure of or damage to the Product caused by or due to:
 - a. Fire, lightning, flood, explosion, abnormal winds, earthquake, acts of war, riots, civil commotion, radiation, falling objects, vandalism, ground movement or failure of foundations or other causes which are outside the reasonable control of Tata Steel;
 - b. Emissions of harmful gases, fumes, or chemicals from either natural or man-made sources within 400m of your property;
 - c. Corrosion or other effects (such as staining) arising from elements (mainly chemicals) within the building including: entrapment of pollutants where two panels of the Product overlap or from abnormal atmospheric pollution; and/or contact with aggressive gases, fumes or chemicals;
 - d. Deterioration due to direct or indirect contact with lead flashing. Lead flashing is a material used to seal gaps or joins and often used around windows;
 - e. Emission of smoke, material and/or heat from a defective chimney;
 - f. Misuse, wilful act, negligence or incorrect or unsuitable use of the Product;
 - g. Any damage whatsoever caused to the Product during or following installation;
 - h. Any screw, rivet, fastener or other attachment or item fixed (or attempted to be fixed) to any part of the Product after installation;
 - i. Any alternation, extension or modification to or re-installation of the Product after installation;
 - j. The performance of any touch-up paint or over-paint used on the panels during or following installation;
 - k. Accumulations of dirt or debris or failure or damage in areas not exposed to washing by rainfall (unless area has been regularly cleaned in accordance with our Inspection and Maintenance Guidelines available online at www.colorcoat-online.com);
 - l. Direct contact with sea spray (unless regular washing is undertaken to stop the build-up of salt on the Product in accordance with our Inspection and Maintenance Guidelines available online at www.colorcoat-online.com

Part C – Liability

8. If we fail to comply with the Guarantee, we are responsible for loss or damage you suffer that is a foreseeable result of our breaching the Guarantee or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Guarantee was issued by us, both we and you knew it might happen, for example, if you discussed it with us during the sale or registration process.
9. We only supply the Product to you for domestic and private use. If you use the Products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
10. Please note that the Guarantee is in addition to, and does not affect, your legal rights in relation to the product in the event that it is faulty or not as described. Advice about your legal rights is available from your local Citizen's Advice Bureau or Trading Standards office.

Part D – General provisions

11. We may transfer our rights and obligations under the Guarantee to another company or organisation and we will ensure that the transfer will not affect your rights under the Guarantee.
12. You may only transfer your rights or your obligations under the Guarantee to another person if we agree to this in writing, but we will not unreasonably withhold our consent.
13. The Guarantee is between you and us. No other person shall have any rights to enforce any of its terms.
14. Each of the paragraphs of the Guarantee operates separately. If any court or relevant authority decides that any of them are unlawful or otherwise unenforceable, the remaining paragraphs will remain in full force and effect.
15. The Guarantee is governed by English law. This means that the Guarantee and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction over such disputes or claims. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident in Scotland you may also bring proceedings in Scotland.

www.colorcoat-online.com/confidexhome

Tata Steel

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