

The Gold Shield Park Home Warranty Scheme

Providing Home Owner's Warranty Cover

And Applicable To

Newly-Built Park Homes Registered with Gold Shield From 1st January 2012

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1. DEFINITIONS

"Base" means the base upon which your Park Home is sited;

"BS 3632" means British Standard No. 3632 as published by BSI UK;

"Code of Practice" means the Gold Shield Code of Practice for the Transportation, Siting, Commissioning, and Maintenance of Park Homes published by the National Caravan Council from time to time setting out the mandatory requirements for the transporting, base building, siting, commissioning and maintenance of park homes, a copy of the current version of which is available on the Gold Shield website

www.goldshieldwarranty.co.uk;

"Continuing Warranty Period" means a period of 8 years commencing on the day following the date of expiry of the Initial Period. Your Continuing Warranty Period will be set out on your Home Owner's Registration Certificate:

"Cost" means the full cost, if it is more than the minimum value, of putting right any actual physical Damage caused by a Defect in your Park Home;

"Damage" means physical damage to the Park Home caused by a Defect.

"Defect" means failure to comply with the BS 3632 for the manufacturing and the materials used in the manufacture of new residential Park Homes. The requirements of BS 3632 are intended to make park homes:

- stable and structurally sound;
- weather-resistant;
- meet statutory requirements;
 - with adequate ventilation, drainage, sanitation;
- with adequate means of escape;

• meet satisfactory thermal and sound insulation criteria.

During the Initial Period only, Defect also means any manufacturing fault in the Standard Fixtures and Fittings in your Park Home.

"Gold Shield" means this warranty scheme for up to ten years which relates to your Park Home, provided on behalf of the Manufacturer by Gold Shield Trustees with administration carried out by MB&G Administration;

"Gold Shield Trustees" means Gold Shield Trustees Limited company number 05425789 being the provider of this scheme on behalf of the Manufacturer:

"Home Owner's Application Form" means the form included with this document which you must complete and return to us so that we may register you for the Gold Shield scheme. The form is also available online at www.goldshieldwarranty.co.uk;

"Home Owner's Registration Certificate" means the certificate we issue to you as proof of your registration in the Gold Shield scheme warranty;

"Initial Period" means the period ending the earlier of either 2 years from the date you purchase your Park Home or 3 years from the date of manufacture of your Park Home. Your Initial Period will be set out on your Home Owner's Registration Certificate;

- "Maintenance Obligations" means those obligations set out in Section 5 which are required to be carried out by you and at your expense.
- "Manufacturer" means the company or person being a member of the Gold Shield scheme and named on the Home Owner's Registration Certificate as responsible for giving the Manufacturer's Warranties;
- "Manufacturer's Warranties" means the warranties given by the Manufacturer details of which are set out in Section 4:
- "Minimum Value" means the amount stated in Section 4, below which we have no liability under this agreement;
- "National Caravan Council" means the National Caravan Council Limited, Company number 00519228;
- "Owner" means the first owner named on the Home Owner's Registration Certificate and any later Owner including a mortgagee or heritable creditor in possession;
- "Park Home" means the mobile unit as provided by the Manufacturer and registered in the Gold Shield scheme and identified on your Home Owner's Registration Certificate,
- "Park Owner" means a company or person being a member of the Gold Shield scheme and named on the Home Owner's Registration Certificate as responsible for the site on which the Park Home is located;
- "Registered Park" means a serviced area of land which is licensed for the siting of Park Homes which has also been registered with Gold Shield and which has agreed to comply with the Code of Practice;
- "Standard Fixtures and Fittings" means those appliances and furniture supplied by the manufacturer and already fitted within the Park Home before delivery to the Registered Park:
- **"Structure"** comprises the following elements, subject to the exclusions set out in Section 4:
- chassis
- load-bearing walls
- non-load bearing partition walls
- external render and cladding
- load-bearing parts of the roof
- tile coverings to pitched roofs
- other weather proofing elements of the roof and walls
- load-bearing parts of the floors Insulation of roofs and walls
- Installation of window and door frames
- PVCu door and window frames:

In addition, 'you' and 'your' means the Owner. 'We', 'our' and 'us' means the Manufacturer and Gold Shield Trustees.

[&]quot;Warrantor" means the Manufacturer;

[&]quot;Warranties" means the Manufacturer's Warranties

2. INTRODUCTION TO THE GOLD SHIELD SCHEME

- 2.1 This booklet explains:
- how you can register your Park Home within the Gold Shield scheme (Section 3);
- the Warranties that the Manufacturer of your Park Home is giving (Section 4);
- those things you must do to ensure that the Warranties remain valid (Section 5);
- how you can make a claim under Gold Shield (Section 6); and
- what procedures exist in the event that you have a complaint or are involved in a dispute (Section 7).
- 2.2 The Gold Shield scheme:
- provides you with a Home Owner's Registration Certificate;
- maintains, for the Initial Period and the Continuing Warranty Period, a record of your membership of the Gold Shield scheme; and
- handles any claim or claims by you for breach of the Warranties on behalf of the Manufacturer.
- 2.3 We strongly recommend that you take a few minutes to read this booklet. If you are not clear about any part of this scheme, please telephone our help desk on 0191 259 0647.
- 2.4 There is also useful information on our website at www.goldshieldwarranty.co.uk.
- 2.5 This is an important document that we suggest you keep with your Home Owner's Registration Certificate (which will be sent to you separately) in a safe place.
- 2.6 If you sell your Park Home within the Initial Period or the Continuing Warranty Period, you should give this booklet and the Home Owner's Registration Certificate to the new Owner, who may transfer registration under the scheme. An administration charge may be applicable (see Section 3).
- 2.7 Your rights under the Gold Shield scheme are in addition to any other contractual, statutory or common law rights you may have against the Manufacturer.

3. HOW TO REGISTER FOR THE GOLD SHIELD SCHEME

- 3.1 Inside the front cover of your pack you will find the Home Owner's Application Form. On this form please ensure that you have fully completed the Manufacturer and Park Owner details.
- 3.2 In order to register with the Gold Shield scheme you must complete the Home Owner's Application Form and send this to us so that we may then issue you with your Home Owner's Registration Certificate.
- 3.3 Alternatively you may access the application form online at www.goldshieldwarranty.co.uk.
- 3.4 Please note the following important conditions:
- You will not be able to benefit under the Warranties if both your Park Owner and your Manufacturer have not been registered with the Gold Shield scheme, or if your home is not sited on a Registered Park, you have confirmed the siting of your Park Home and paid the administration fee in accordance with 3.7 below.
- You may not be able to benefit under the Warranties if you do not return to us the completed Home Owner's Application Form within 90 days of occupation of your Park Home. A late application fee will be payable for any application received by the administrators after the expiry of the 90 day period from date of purchase of the home with which you should apply for the warranty. This will be up to £199. No late applications will be accepted beyond 365 days of occupation of your Park Home.
- The Park Owner provides additional warranties relating to your base, details of which may be obtained from them.
- 3.5 Should you change the location of your Park Home during the Initial Period or the Continuing Warranty Period, either within the existing Park Home site or to a different site, you must notify us by contacting us on 0191 259 0647 or writing to us at:

21/26 Howard House Howard Street North Shields Tyne & Wear NE30 1AR

It is your obligation to ensure that the re-siting has complied with the Code of Practice.

3.6 If you sell your Park Home within the Initial Period or the Continuing Warranty Period, you should give this booklet and the Home Owner's Registration Certificate to the new Owner, who may transfer registration under the scheme by contacting us on 0191 259 0647. An administration charge of £49 will be payable

upon registration by the new Owner.

3.7 Should your home be sited in a location which is not a Registered Park, you may still be able to register your Gold Shield Warranty. You will need to call us on 0191 259 0647 or write to us at:

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with the full details of your Park Home from the Home Owner's Application Form. You will also be required to confirm in writing that your Park Home has been transported and sited in accordance with the Code of Practice and that the site on which your Park Home is located has the necessary licences. An administration fee of £99 will be charged upon registration of your Park Home, such registration being at the sole discretion of Gold Shield.

4. WARRANTY COVER PROVIDED

- 4.1 The Manufacturer warrants that it has complied with its express obligations under the Code of Practice and your Park Home has been built in compliance with BS 3632, in an efficient and workmanlike manner and of proper materials so as to be fit for permanent residential habitation.
- 4.2 In the event that we accept there is a Defect during the Initial Period within the terms of this Warranty under paragraphs 4.4 and 4.5 below and subject to the exclusions in 4.7 below, we shall have the sole option to either arrange to have the Damage or Defect rectified at our expense or to pay for the Cost of rectifying any Damage or Defect or to make a cash settlement by way of cheque payment to the Park Home Owner.
- 4.3 In the event that we accept there is a Defect during the Initial Period or the Continuing Warranty Period within the terms of this Warranty under paragraph 4.4 below and subject to the exclusions in 4.7 below, we shall have the sole option to either arrange to have the Damage or Defect rectified at our expense or to pay for the Cost of rectifying any Damage or Defect or to make a cash settlement by way of cheque payment to the Park Home Owner.
- 4.4 During both the Initial Period and the Continuing Warranty Period, this Warranty covers the Structure of your Park Home against any Damage or Defect.
- 4.5 During the Initial Period only, this warranty also covers the Standard Fixtures and Fittings against any Damage or Defect.
- 4.6 The following elements of Structure are included in your cover, subject to the exclusions set out in 4.7:

Exterior

- Wall frame
- Delamination of exterior
- Fascia and soffits
- Underfloor insulation
- Chassis

Roof

- Installation of the tiled roof
- Roof trusses
- Felt or other vapour barrier and battens
- Flashings, valleys and hip
- Roof insulation (not vermin damage), where part of another claim

Interior

- Timber joists
- Softwood wall frames
- Insulation (except damage from vermin, plumbing leaks)
- Flooring
- Skirting boards and architraves
- Ceilings
- Walls

Windows and Doors

- PVCu frames/PVCu external doors (for 10 years)
- Installation of window and door frames, including external sealing
- 4.7 This warranty does not cover:
- any Defect or Damage caused to central heating boilers and controls, any electrical or gas installation with moving parts (including waste disposal units, extractor fans and air conditioning units), soft furnishings, floor coverings and internal decorations where such Defect or Damage occurs after the expiry of 12 months from the date of first purchase, or two years from the date of manufacture, whichever is the shorter;
- any Defect or Damage caused by anything built in or onto the Park Home, including but not limited to non manufacturer agreed coatings, decorative additions, kitchen and bathroom fitted units, all furnishings and appliances not so built by the Manufacturer or which renders the Park Home no longer in compliance with BS3632 or the requirements of the Caravan Sites and Control of Development Act 1960 or the Caravan Sites Act 1968;
- any Defect or Damage arising from any alterations to the Park Home carried out by an Owner or on behalf of an Owner;
- any Defect or Damage caused by a defective design where you or the Owner provided the structural or installation design details which gave rise to such Defect or Damage;
- fair wear and tear, dampness, condensation or shrinkage not caused by a breach of the Manufacturer's Warranties;
- any Damage or Defect caused by dry rot, shrinkage or thermal movement, condensation/incorrect ventilation, internal water leaks from plumbed fixtures (baths, showers, basins, appliances),
- cosmetic damage including but not limited to minor cracks, shrink cracks and creaking floor boards;
- any Damage or Defect caused by vermin or infestation, including but not limited to insulation in the floors and walls;

- any Cost below the Minimum Value of £300, where Cost exceeds the Minimum Value the whole amount will be settled without deduction;
- any claim consequent upon negligence of any person other than the Manufacturer;
- any Costs you incur for removal, storage or alternative accommodation if it is necessary for you or anyone normally living in the Park Home to move out so that work can be done;
- loss of enjoyment, use, income or business opportunity, inconvenience, distress or any other consequential loss;
- any Defect or Damage caused by neglect or failure to carry out maintenance to the Park Home as set out in Section 5;
- anything excluded by an endorsement by the Manufacturer on the Home Owners Registration Certificate;
- any Defect or Damage resulting from the Manufacturer's compliance with written instructions given by or on behalf of the Owner in respect of design, materials or workmanship;
- any Defect or Damage caused by the Park Owner failing to meet his obligations under the Code of Practice of the Gold Shield scheme and any Defect or Damage which is found to have been caused by the Park Owner, including any Defect or Damage caused to your Park Home as a result of a Defect or Damage to the Base:
- any Cost which is covered by any other service contract or contract of insurance;
- any reduction in value or loss of value of your Park Home;
- any Costs that are attributable to your unreasonable delay in informing us of any Defect or Damage or in making a claim;
- death, bodily injury, disease, illness or injury to mental health;
- any professional fees except those reasonable incurred with our specific written consent;
- replacement of any undamaged item solely because another item of the same nature, design or colour has to be replaced and the original items cannot be matched;
- any Damage or Defect caused by storm force weather conditions;
- if you are not the first owner, anything you knew about when you bought the Park Home and which resulted in a reduction of the purchase price or which was taken into account in any other arrangement.

5. YOUR OBLIGATIONS AND HOW TO LOOK AFTER YOUR PARK HOME

5.1 Maintenance

- In order to protect the Structure of your Park Home it is essential that you follow the Maintenance Obligations set out below. These requirements are in addition to any other specifications, requirements or conditions set out in the relevant Manufacturer's handbook.
- Failure to comply with these Maintenance Obligations in all respects may invalidate your Warranty cover under the Gold Shield Scheme.
- All receipts for purchase of materials or redecoration should be retained as proof of compliance with the maintenance requirements.
- 5.2 Your Maintenance Obligations are as follows:

Exterior Walls

- Exterior walls should be re-coated within the first two years of purchase with a suitable good quality exterior finish, as specified in the Manufacturer's handbook. If in doubt, you should consult the Park Owner or the Manufacturer. Thereafter, the Park Home should be re-coated every three years.
- You should examine the exterior walls at least every 3 months for hair-line cracks due to the natural shrinkage of exterior cladding. Any such cracks should be filled with a suitable exterior filler before recoating.

Timber Doors and Windows

Re-painting or re-staining should take place within the first two years
of purchase with appropriate quality paint or stain and thereafter a
re-coat should be applied every three years, taking note of mastic
joints and making good any defects.

Boilers, air conditioning units etc

 Where appropriate, you are responsible for making sure that the boiler, air conditioning units, fridges, freezers, cookers and all electrical wiring in your Park Home are regularly inspected and maintained in accordance with any manufacturer's or other instructions relating to such instalment. (these are excluded from cover under the terms of the Gold Shield warranty)

Roof

- An annual inspection must be undertaken to check that the roof/ridge tiles or the roof covering have not been displaced or damaged. The chimney flashings must also be inspected annually and renewed if necessary.
- Similarly, any joint on the roofing material should also be inspected and, if necessary, re-sealed with a roofing adhesive.

Gutters and Down Pipes

• Gutters and down pipes must be kept clear of dead leaves and debris.

Air Vents

 The air vents around the home have been fitted in accordance with BS3632 and must be kept open and free at all times for the essential safety of the occupants and the good condition of the home.

Chassis

 Should any rusting appear on the steel chassis it is essential that the surface is cleaned and treated with an anti-corrosive paint. At no time should any adjustment be made to the jack or corner steadies without advice from the Manufacturer or Park Owner.

Skirting

In accordance with the Code of Practice, an air gap must be
maintained between the underside of the home and the top of the
skirting wall. Air vents in the skirting wall must be kept clear at all
times to ensure the free flow of air.

Change of Ownership

- If you sell your Park Home within the Initial Period or the Continuing Warranty Period you must notify us by contacting us on 0191 259 0647.
 An administration charge of £25 will be applicable to register the new owner.
- 5.3 Periods of non-occupation

If your Park Home is unoccupied for a period of more than 3 consecutive months or your Park Home has been left unoccupied for a period of more than 3 consecutive months before you owned it, you should seek written assurances from the previous owner or the Park Owner that the Maintenance Obligations detailed in 5.2 above have been complied with.

6. HOW TO MAKE A CLAIM

6.1 If you wish to make a claim under this warranty, you must make your claim within seven days after the date on which the claim arose.

6.2 What to do if you think you have a claim:

- If you believe you have a valid claim under the Gold Shield scheme you should contact Gold Shield Administration on 0191 259 0647. You may also need to complete a Warranty Claim Form which can be found at www.goldshieldwarranty.co.uk or we can send you one in the post, detailing as much information about your claim and where appropriate enclosing photographs, diagrams and an explanation of the problem to enable us to properly assess your claim.
- All claims must be made within the specified time frame.
- You can write to us at:

21/26 Howard House Howard Street North Shields Tyne & Wear NE30 1AR

 If you contact us to make a claim we will ask for your name and address and for details of the claim.

6.3 What we will do if you think you have a claim:

- We will endeavour to acknowledge receipt of your Warranty Claim on behalf of the relevant Warrantor within 7 working days of receipt.
- In assessing your claim it may be necessary to carry out a physical inspection of your Park Home. This will be carried out by the relevant Warrantor or by a third party on its behalf. The timing of any such inspection will be agreed with you. Your claim may cease to be valid if we cannot carry out an inspection within a reasonable time.
- We will tell you whether or not the Warrantor accepts liability for any or all of your claim (giving reasons to the extent that your claim is not admitted).
- If your claim is valid, we will inform you as to how, when and by whom any necessary work will be carried out.

- Whilst we are still assessing your claim the relevant Warrantor may, where in its sole discretion it believes that the circumstances so require, arrange for emergency repairs to be carried out to your Park Home. If emergency repairs are carried out on your home and, subsequently the claim is not accepted then this cost will be borne by the home owner.
- You may telephone us during normal office hours to enquire about the status of your claim.

6.4 Please note when making a claim that:

- you must take all reasonable steps to limit any loss which would otherwise be suffered by the relevant Warrantor. You may not be paid for any work or other costs which result solely from your failure to do this.
- it is unlawful to make a fraudulent claim.

7. COMPLAINT AND DISPUTE PROCEDURES

7.1 Complaints against Gold Shield

• If you are not satisfied with the way we handle your request for assistance or the administration of your claim, please write to the Gold Shield Claims Administrator at 21/26 Howard House, Howard Street, North Shields, Tyne & Wear NE30 1AR. He or she will contact you after reviewing your file and will give you a written response.

7.2 Disputes with the Manufacturer or Park Owner

 The Gold Shield Scheme does not require that a dispute be resolved in a particular way. You may have more than one course of action open to you and we set out below a brief précis of some of these, we are not, however, able to advise you and you should therefore consider taking your own independent legal advice before deciding whether and how to proceed.

7.3 Arbitration

- Arbitration means that an independent Arbitrator considers the facts of the dispute and decides how it will be settled. In Scotland, Arbitrators are called Arbiters.
- Arbitration has the advantage of being generally quicker than court actions and can deal with any matters, provided both parties agree. An Arbitrator's award is legally binding and can be enforced in the same way as a court judgment. However, as in court proceedings, one party may have to pay the costs and Arbitrator's fees. Further details are available free of charge from the Chartered Institute of Arbitrators. If, after receiving details, you wish to proceed, the Institute will appoint an Arbitrator upon your application. Their address is:

The Chartered Institute of Arbitrators 12 Bloomsbury Square, London, WC1A 2LP. Tel: 020 7421 7444

7.4 Small Claims Court

• The Small Claims Court may be suitable for resolving relatively small disputes where the amount falls below a specified level. It is quicker than other forms of court action and the proceedings are less formal. Details are available from any County Court office or, in Scotland, the Sheriff Clerk's office and Citizens' Advice Bureau.

7.5 Other forms of alternative dispute resolution

- There is a wide range of other methods of resolving various types of disputes. Many are informal and are intended to be used without legal representation.
- A Citizens' Advice Bureau or your legal adviser should be able to give you further advice on these methods.



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