

Park Home Warranty Scheme



1. Definitions

Base

The base upon which your Park Home is sited.

BS 3632

British Standard No. 3632 as published by BSI UK.

Code of Practice

The GoldShield 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 GoldShield website
www.goldshieldwarranty.co.uk

Continuing Warranty Period

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

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

Physical damage to the Park Home caused by a Defect.

Defect

Failure to comply with the principles of 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.

GoldShield

This warranty scheme for a period at the absolute sole discretion of GoldShield up to ten years that relates to your Park Home, provided on behalf of the Manufacturer by GoldShield Trustees with administration carried out by MB&G Administration.

GoldShield Trustees

GoldShield Trustees Limited company number 05425789 being the provider of this scheme on behalf of the Manufacturer.

Home Owner's Application Form

The form included with this document that you must complete and return to us so that we may register you for the GoldShield scheme. The form is also available online at:
www.goldshieldwarranty.co.uk

Home Owner's Registration Certificate

The letter of confirmation we issue to you as proof of your registration in the GoldShield scheme warranty.

Initial Period

At the absolute sole discretion of GoldShield 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

Those obligations set out in Section 5 that are required to be carried out by you and at your expense.

Manufacturer

The company or person being a member of the GoldShield scheme and named on the Home Owner's Registration Certificate as responsible for giving the Manufacturer's Warranties.

Manufacturer's Warranties

The warranties given by the Manufacturer details of which are available from your Manufacturer subject to the clarifications as set out in Section 4.

Minimum Value

The amount stated in Section 4, below which we have no liability under this agreement.

National Caravan Council

The National Caravan Council Limited,
Company number 00519228.

Owner

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

The mobile unit as provided by the Manufacturer and registered in the GoldShield scheme and identified on your Home Owner's Registration Certificate.

Park Owner

A company or person being a member of the GoldShield scheme and named on the Home Owner's Registration Certificate as responsible for the site on which the Park Home is located.

Registered Park

A serviced area of land which is licensed for the siting of Park Homes which has also been registered with GoldShield and which has agreed to comply with the Code of Practice.

Standard Fixtures and Fittings

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
- load-bearing parts of the roof
- tile coverings to pitched roofs
- load-bearing parts of the floors
- PVCu door and window frames.

Warrantor

The Manufacturer and GoldShield Trustees within the terms as defined in this booklet.

Warranties

The Manufacturer's Warranties, and the GoldShield Warranties within the terms as defined in this booklet

In addition, 'you' and 'your' means the Owner. 'We', 'our' and 'us' means the Manufacturer and GoldShield Trustees except where specifically mentioned as separate in their own right.

The GoldShield
warranty scheme
covers inherent
defects in the
structure of new
Park Homes for up
to ten years

2. Introduction to the GoldShield scheme

2.1

This booklet explains:

- how you can register your Park Home within the GoldShield 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 GoldShield (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 GoldShield 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 GoldShield 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 258 8124.

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, proof of coating maintenance invoices 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 GoldShield 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 GoldShield scheme

Please note that registering a park home under GoldShield is the sole responsibility of the home owner and not the park owner or the manufacturer

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 GoldShield scheme you must complete the Home Owner's Application Form and send this together with proof of purchase 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 GoldShield 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 of up to £199.00 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. Subject to the sole discretion of GoldShield no late applications will be accepted beyond one year 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 258 8124 or writing to us at:

GoldShield
Cobalt Business Exchange, Cobalt Park Way
Newcastle Upon Tyne NE28 9NZ

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, proof of maintenance invoices and the Home Owner's Registration Certificate to the new Owner, who may transfer registration under the scheme by contacting us on 0191 258 8124. An administration charge of £50 will be payable upon registration by the new Owner.

3.7

Should your home be sited in a location that is not a Registered Park, you may still be able to register your GoldShield Warranty.

You will need to call us on 0191 258 8124 or write to us at:

GoldShield
Cobalt Business Exchange, Cobalt Park Way
Newcastle Upon Tyne NE28 9NZ

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 GoldShield.

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 using the standards contained in BS 3632, in an efficient and workmanlike manner and of proper materials so as to be fit for 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, GoldShield shall at its absolute sole discretion decide whether, subject to the agreement of the Manufacturer on a case by case basis to arrange to have the Damage/Defect rectified or whether to make a cash settlement to the Park Home Owner.

4.3

In the event that we accept there is a Defect during the Continuing Warranty Period within the terms of this Warranty under paragraphs 4.4 below and subject to the exclusions in 4.7 below, GoldShield shall at its absolute sole discretion decide whether to arrange to have the Damage/Defect rectified or whether to make a cash settlement 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 subject to the sole

discretion of the Manufacturers and any such damage, or defect will in the first instance, be paid for by the said Manufacturers.

4.6

At the absolute sole discretion of GoldShield 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
- Flashings, valleys and hip
- Roof insulation (not vermin damage), where part of another claim

Interior

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

Windows and Doors

- PVCu frames/PVCu external doors (for 10 years) (Glazing units for 5 years only) including the seals within these unit, but not those surrounding them.

4.7

At the absolute sole discretion of GoldShield 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;
- any Defect or Damage arising from the lack of regular maintenance and replacement of sealant around any door or window frames fair wear and tear, dampness, water damage howsoever caused, condensation or shrinkage not caused by a breach of the Manufacturer's Warranties;
- any Damage or Defect caused by dry rot, wet 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 GoldShield 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;
- any Cost relating to a Damage or Defect noted before or during the Initial Period regardless of whether it was previously repaired or resolved by the Manufacturers or any other party not appointed and paid for or managed by GoldShield;
- 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. Moreover, GoldShield will have no liability for any claim made for issues that would have been present at exchange of contract/ownership.

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 GoldShield 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. If in doubt, you should consult the Park Owner, handbook or the Manufacturer. Thereafter, the Park Home should be re-coated every three years. (All receipts for purchase of material or subcontract painting to be retained as proof of the treatment)
- You should examine the exterior walls at least every 3 months for hairline cracks due to the natural shrinkage of exterior cladding. Any such cracks should be filled with a suitable exterior filler before recoating.
- Annual check of condition of mastic joint between any UPVC window, door and wall frame

Doors and Windows (UPVC or Timber)

- Re-painting or re-staining of timber windows and doors 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 specific note of mastic joints and sealant around these windows and doors and making good or replacing any defects in that sealant.

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 258 8124 for the appropriate form, or by downloading the said form from the GoldShield website (www.goldshieldwarranty.co.uk). An administration charge of £50.00 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 GoldShield scheme you should contact GoldShield Administration on 0191 258 8124. 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:
Cobalt Business Exchange, Cobalt Park Way
Newcastle Upon Tyne NE28 9NZ.
If you contact us to make a claim we will ask for your name and address and for details of the claim.
- Claims relating to double glazing or UPVC door and window frames must in the first instance be directed to the Manufacturers so they can liaise with the relevant suppliers.

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 14 working days of receipt.
- In assessing your claim it may be necessary to carry out a physical inspection of your Park Home. 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 who will be carrying out the repairs.
- Whilst we are still assessing your claim GoldShield may, where in its absolute 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 GoldShield

- If you are not satisfied with the way we handle your request for assistance or the administration of your claim, please write to the GoldShield Claims Administrator at Cobalt Business Exchange, Cobalt Park Way Newcastle Upon Tyne NE28 9NZ. 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 GoldShield 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.
T: 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.

Park Stamp



www.goldshield.co.uk
0191 258 8124

Mechanical Breakdown & General Insurance Services Ltd.
Authorised and regulated by Financial Conduct Authority.
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