



## Project Pack

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Use the HadleySPEC technical team for a full project pack and specifications to match your project needs and ensure you can claim a HadleySPEC Warranty.

## 3rd Party Testing

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All **HadleySPEC** warranties are covered by the **HadleySPEC Fire Promise**, to never specify systems where we do not have fire test data conducted by a 3rd party UKAS accredited facility. In addition, all systems have been third party tested at UKAS accredited facilities for:

- ✓ Fire compartmentation to relevant British or European standards as identified within our specifications.
- ✓ Laboratory tested acoustic attenuation in accordance with relevant British, European and International standards.
- ✓ Acoustic attenuation modelling
- ✓ Strength and robustness to relevant British standards.
- ✓ In house engineered solutions using cutting edge software solutions.

## 1.0 Inclusions

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HadleySPEC Warranty covers the performance of the specified system for the lifetime of the building when:

- Installed as per Hadley recommendations.
- Installed as per all relevant product manufacturers' installation guidelines.
- Installed as per the Building Regulations, British Standards, and British Standard adopted European Norms relevant to the system and / or project, and as per industry best practice.
- All systems have been properly maintained with no unaccountable alterations made.
- The environment in which the system has been installed suits the specification.
- All systems specified are fit for purpose for the end use.
- All systems have been specified within a HadleySPEC project pack.
- All systems are based upon Hadley Group owned BS EN 1364-1; BS EN 1365-1; BS 476-22 & BS 476-23 fire test data.
- The specified system and project pack have been approved for use by the project design team and principal designer.

## 2.0 Exclusions

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HadleySPEC Warranty does not cover the performance of the specified system for the lifetime of the building when:

- Any system is used in a non-standard way.
- Any incompatible components or systems have been used together.
- Deliberate or otherwise damage or destruction of any part of the system occurs.
- The buildings and / or systems have not been properly maintained professional negligence by the installing contractor or any other party occurs.
- Force majeure occurs.
- Damage due to ingress of water and / or mould, mildew or any other organic organism occurs.
- There has been a failure to install in line with aforementioned recommendations and / or a failure to provide work to the standard of a specialist installing contractor.
- The project design team and the principal designer has not approved the system and project pack.
- Systems, materials or components are in contravention of Hadley Groups terms and conditions of sale.
- A project specific and signed copy of the HadleySPEC Warranty has not been completed.

### 3.0 Warranty Application

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In order to claim under the HadleySPEC Warranty the following information must be gathered by the direct trading customer and supplied to Hadley Group:

- Evidence of sales for products (or proof of purchase) matched to the systems specified within the HadleySPEC to the quantities required for the project.
- Evidence all installations have been conducted by a specialist installing contractor.
- Evidence all installations have been completed in line with Hadley recommendations, Building Regulations in relation to the project, full British Standards, and British Standard adopted European Norms.
- Evidence the specification and project pack have been approved by the project design team and the principal designer.
- Evidence the direct trading customer has settled any balances due between Hadley Group and the direct trading customer.
- Confirmation of any products or systems used that may have any impact upon the performance of our specified systems e.g. fixings to superstructure, plywood; tiles etc.

All of this information must be supplied to Hadley Group within 14 days of the original discovery of any defect that has led to the performance standard not being met. Any late claims will not be considered.

Upon receipt Hadley Group must be given the opportunity to thoroughly inspect the affected systems - through destructive and non-destructive means as required within a reasonable timeframe.

After investigation should it be found that the system is defective due to the performance stated not being achieved, notwithstanding any of the aforementioned statements, then Hadley Groups will:

- Repair the system defect;
- Replace any defective part of the system;
- Issue a credit note to the direct trading partner up to, but not exceeding, the value of the defective part only; and no other associated costs will be considered.

## 4.0 Transfer of Warranty

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The HadleySPEC Warranty is transferable an unlimited number of times to future owners of the building covered by the warranty, provided that such transfers occur within the original 60-year warranty period.

### Conditions of Transfer

The warranty will remain valid for any future owner of the building, provided that:

- The systems and components covered by the HadleySPEC Warranty have been installed and maintained in accordance with Hadley Group's recommendations, applicable Building Regulations, British Standards, and British Standard-adopted European Norms.
- No alterations or modifications have been made to the covered systems without the prior written approval of Hadley Group.
- The building has been used and maintained in a manner consistent with the intended purpose for which the HadleySPEC Warranty was issued.

### Notification of Transfer

Written notice of each transfer, including the details of the new building owner, must be provided to Hadley Group within 60 days of the transfer. Failure to notify Hadley Group within this timeframe may affect warranty coverage for the new owner.

### Limitations

- The transfer of the HadleySPEC Warranty does not extend or modify the original 60-year warranty period as specified in the warranty documentation.
- Any claim under the transferred warranty must be made in accordance with the original terms and conditions of the HadleySPEC Warranty, and any such claim must be submitted in writing, with all necessary supporting documentation, to Hadley Group within the warranty period.

### Exclusions

The HadleySPEC Warranty does not cover any loss or damage resulting from:

- Improper or unauthorised modifications, repairs, or installations.
- Misuse, neglect, or failure to maintain the building in line with industry best practices.
- Force majeure events, such as flood, or natural disasters.

### Applicable Law

This Warranty and its transfer shall be governed by and construed in accordance with the laws of England and Wales and the laws of Ireland. Any disputes arising in relation to this Warranty shall be subject to the exclusive jurisdiction of the courts of England and Wales or the courts of Ireland, depending on the location of the building in question.

**Please note:**

The customer, direct or indirect, shall be responsible for all costs or expenses arising from the removal, disposal and / or subsequent replacement of any materials that may cover or conceal or otherwise restrict or impede access to the Hadley system.

Hadley Group bear no liability in respect of any destructive works undertaken in order to inspect suspected defective systems by direct / indirect customers or by Hadley Group.

If any suspected defect is found not to be the responsibility of Hadley Group, the direct trading customer will indemnify Hadley Group in full for all associated costs for the investigation and subsequent administration.

All claims must be submitted in writing to Hadley Group, Downing Street, Smethwick, Birmingham, B66 2PA.

The HadleySPEC Warranty should be read in conjunction with Hadley Group terms and conditions of sale; all associated collateral warranties and professional indemnities; and all preliminary and general clauses within specification documents.