

## **OPERATION AND MAINTENANCE MANUAL:- CLEANING AND MAINTANENCE REGIME**

### **BACKGROUND AND DEFINITIONS**

- A This is the cleaning and maintenance regime (herein the '**Regime**') referred to within the Deed of Guarantee for use at Ocean View development
- B Any defined terms utilised within the Regime carry the same meaning and interpretation as set out within the Guarantee, save where otherwise defined or identified.
- C Compliance with this Regime, as specified within the Guarantee, is a condition of that Guarantee and affects any of ABDO Home Improvements Limited t/a Omega Window, Doors and Conservatories successor's in title of the Goods to which this Regime relates, save that any failure to adhere to the Regime that is not causative of any damage to the Goods, shall not result in the Guarantee failing to be honoured by the Guarantor.
- D Any reference within the remainder of this document to the '**End User**' is a reference to ABDO Home Improvements Limited t/a Omega Windows, Doors and Conservatories successor in title, or the individual or entity who is the party that will ultimately enjoy the benefit of the Goods.
- E For the avoidance of doubt, the End User with ultimate benefit of the Guarantee is responsible for the maintenance and care of the Goods to which this Regime relates.

### **CLEANING AND MAINTENANCE**

#### **1 Cleaning**

- 1.1 The End User is required to undertake the following actions to preserve the Guarantee:
- 1.1.1 During the months of February, June and October of each respectively occurring calendar year to use Aliplast Aluminium Systems (herein '**Aliplast**') 'Periodi Clean', or 'Ali Bright' (being the UK name for the same product) product to clean the Goods in accordance with the product usage guidance provided by Aliplast;
- 1.1.2 During the month of February, June and October of each respectively occurring calendar year, immediately following cleaning of the Goods with 'Periodi Clean' / 'Ali Bright' , to apply Aliplast's 'Maxigloss' to the Goods in accordance with the product usage guidance provided by Aliplast;
- 1.1.3 During the months of January, March, April, May, July, August, September, November and December of each respectively occurring calendar year to clean the Goods internal and external surfaces with clean warm water and inspect the Goods for soiling. The cleaning undertaken pursuant to this clause should be done so in accordance with the guidance offered at clause 1.11 below;
- 1.1.4 In the event of heavy soiling such as, but not limited to: (i) bird droppings; (ii) salt residue build-up; (iii) grime and other oil based contaminants; and (iv) acid rain 'chalking', to use Aliplast's 'Maxicleaner' to clean the Goods in accordance with the product usage guidance provided by Aliplast; and

1.1.5 Whenever the End User deems fit, but at least twice annually, clean the interior and exterior glazing of the Goods with a suitable glass cleaning product ensuring at all times that none of the glass cleaning product is allowed to come into contact with the aluminium powder coated surface of the Goods. To prevent the glass cleaning product coming into contact with the aluminium powder coated surface of the Goods the End User is advised to liberally apply the glass cleaning product to a soft cloth rather than direct to the glazed surface itself.

Collectively the '**Cleaning Requirements**'

1.2 When the End User is undertaking the Cleaning Requirements they must, at the same time, visually inspect the Goods for any signs of damage or defect which include, but are not limited to:

1.2.1 blistering of the powder coated surface;

1.2.2 deterioration and/or crumbling of the powder coated surface;

1.2.3 discolouration; and/or

1.2.4 Marking or penetration of the powder coated surface.

1.3 It is a strict condition of this Regime that in the event that the End User identifies any damage when inspecting the Goods in accordance with clause 1.2 above, or has cause to be concerned that the Goods may be damaged or defective, the End User must, within 28 days of observing that damage/defect, inform the Guarantor of the same within 28 days via email to the address of: [service@omegahome.co.uk](mailto:service@omegahome.co.uk) and provide for the following information:

1.3.1 Photographs of the identified damage/defect;

1.3.2 A description of the identified damage/defect;

1.3.3 The identity of the End User; and

1.3.4 A copy of the cleaning log as referred to at clause 2.1 of this Regime.

1.4 The End user can purchase the cleaning products referred to within sub-paragraphs 1.1.1 – 1.1.4 above (collectively the '**Cleaning Products**') from Omega who will supply the same at cost price, plus postage, to the End User.

1.5 The Guarantor reserves the right to increase or decrease the price at which the End User purchases the Cleaning Products from it in order to make allowances for fluctuation in the market rate at the time.

1.6 The End User can, if so desired, purchase the Cleaning Products direct from Aliplast or an alternative supplier of the same.

1.7 Omega reserves the right, to be exercised reasonably and at no extra costs to the End User to vary the Cleaning Products specified in the event that Aliplast no longer produce the same or, at its absolute discretion, if a more appropriate cleaning product becomes available.

1.8 The End User can, if so desired, suggest an alternative cleaning product to Omega and request that this Regime be varied accordingly by tendering such a request in writing. Such a request shall not be deemed an acceptance on the part of the Guarantor to vary this Regime

unless acceptance of the same is communicated in writing, be that by e-mail or letter, to the End User. Such consent to vary the Cleaning Products shall not be unreasonably refused on the part of Omega.

- 1.9 In the event that this Regime is varied in accordance with clause 1.8, Omega may, if it deems fit, impose specific cleaning requirements upon the End User. Unless it is specifically communicated to the End User that this Regime is varied to incorporate new specific cleaning requirements, the End User must follow the manufacturer's guidance of the new cleaning product agreed between the End User and the Guarantor.
- 1.10 At no time, unless required in accordance with the guidance given by Aliplast when using the 'Maxicleaner' product, must the End User use any of the following cleaning techniques/methods on the Goods:
  - 1.10.1 Coarse cleaning materials such as, but not limited to: (i) brushes; (ii) scouring pads; or (iii) brillo pads; and
  - 1.10.2 Cleaning agents and/or chemicals which have not been prior approved and agreed in writing between the End User and Omega;
- 1.11 Without variance to Aliplast's recommendations relating to the Cleaning Products, the Guarantor offers the following guidance on the cleaning process for the Goods:
  - 1.11.1 Wash the goods down with warm clean water utilising a soft hair brush ensuring that all ridges, grooves, joints and drainage channels, where salt or other deposits can collect, are thoroughly washed out;
  - 1.11.2 Wipe the Goods down with a soft cloth, chamois, or other suitable soft material utilising the approved Cleaning Products; and.
  - 1.11.3 Once the selected cleaning product has been allowed to dry and/or soak in, either polish the surface with a soft cloth or rinse the goods utilising a damp cloth and warm water.

## **2 Cleaning Log**

- 2.1 The End User must keep a written cleaning log which details the following:
  - 2.1.1 The identity of the End User completing the cleaning log;
  - 2.1.2 The address or property to which that cleaning log relates;
  - 2.1.3 On what date within the specified calendar month the Goods were cleaned in accordance with the Cleaning Requirements;
  - 2.1.4 A summary of the cleaning undertaken and which of the Cleaning Products was used;
  - 2.1.5 Any fowling or contamination observed on the Goods; and
  - 2.1.6 Sign the cleaning log to confirm, after each entry is made, that the contents of that entry are accurate and honest.

Collectively the '**Cleaning Log**'

- 2.2 The Cleaning Log schedule, as attached at appendix A to this document, shall be for the benefit of the End User and shall detail all maintenance steps required, including deadlines and provide tick boxes for evidencing compliance with the individual steps and provision of signatures of the individual undertaking the Regime (the "Schedule").
- 2.3 Completion of the Schedule by the End User shall stand as evidence that the Regime has been complied with.
- 2.4 The End User must provide, either in writing or via email, a copy of the Schedule to the Guarantor during the months of March, July and November of each respectively occurring calendar year.
  - 2.4.1 The Schedule can be sent in writing to the following address: Omega Windows & doors 121 Canterbury Road Margate Kent CT9 5BD or
  - 2.4.2 The Schedule can be sent via email to the following address: [service@omegahome.co.uk](mailto:service@omegahome.co.uk)
- 2.5 When submitting the Schedule in accordance with clause 2.4 of this Regime, the end user must submit date stamped photographs that clearly show the following after the requirements specified within clause 1.1.1 (the 'Periodi Clean') have been performed:
  - 2.5.1 The 'running tracks' that the sliding doors move upon and their condition;
  - 2.5.2 The entire frame of one of the windows or doors that is sufficient focused so that its condition can be reasonably observed; and
  - 2.5.3 The condition of one of a joint on the frame of either the windows, or doors (whichever is less onerous on the End User).
- 2.6 For the avoidance of doubt, there is no requirement for the End User to provide date stamped photographs of the condition of the Goods following any of the other Cleaning Requirements specified within this Regime (i.e, the cleaning requirements specified in clause 1.1.3).
- 2.6 It is an absolute requirement of this Regime, which is a condition of the Guarantee, that the Schedule is kept and maintained as specified and is provided to Omega as specified, save that any failure to adhere to the Regime, that is not causative of any damage to the Goods, shall not prevent the Guarantee from failing to be honoured by Omega.
- 2.7 The guarantee for all products is limited to the manufacturer's warranty for each specific item and is available on request at the time of a required claim.