

25 Year Jakcure Guarantee

What is this guarantee for?

H S Jackson & Son (Fencing) Limited was established in 1947 and since its inception, has always been associated with quality products and quality customer service. Our 25 Year Jakcure Guarantee is therefore backed by a highly credible, well-respected name in the industry, with an unrivalled track record for setting standards for excellence.

The Jacksons 25 Year Jakcure Guarantee gives you the peace of mind that your Jacksons fence or gate will be serviceable for at least 25 years subject to normal maintenance and proper use. It also underlines the sustainability, lower carbon footprint and lowest lifetime cost delivered by Jacksons' products.

When does the guarantee start?

The guarantee applies to the original purchaser only or site postcode / references and is non-transferable unless agreed in writing, and starts from the date when the product was delivered to site.

What does the guarantee cover?

The 25 Year Jakcure Guarantee covers all timber manufactured products against fence failure as a result of dry and wet rot or insect attack, provided they have been installed, used and maintained in accordance with our instructions, and protects you against failures in the products caused by manufacturing defects that may have occurred when the product was made.

The guarantee is limited to the cost of the product. It does not cover any associated costs, including but not limited to, removal of the defective product, disposal of the defective product, installation of the replacement product and any associated labour cost. (6)

In this way, we accept responsibility for those items and components that are ours; but naturally we cannot cover items from specialist suppliers attached to our products, including but not limited to some wire products, locks and locking devices, self-closing units, latches, padlocks, rollers, bearings and most motion devices which are covered for one year, and Automation Equipment which is covered by a 25 month guarantee subject to validation. Other exclusions may apply.

What doesn't the guarantee cover?

We cannot accept responsibility for or cover problems arising from:

- Failure to use gravel boards wherever the fence is in direct contact with the ground or likely to become so over time. (2)
- Timber which is cross cut or drilled on site and has not been treated immediately with Jakcure® Cut Treatment, the guarantee on that component or part of the product will be excluded. (3)
- Timber sections used in ground that have been cut, drilled, notched or planed after factory Jakcure® treatment. (4)
- Failure of the timber by any cause other than rot or insect attack. (7)
- Timber used in abnormal conditions, e.g. next to rotten timber, buried in ground when not designed to be or prolonged exposure to salt water or other corrosive environments. (8)

Timber used for other purpose than its designed usage. Note, the Jakcure® treated products designed for use inground are Posts (all variants), Gravel Boards, Containing Boards, Jakwall, Sleepers and Gate Stops. (9)

- Unauthorised modification of the product, wilfully or accidentally damaged, we accept no responsibility for failure.
- Incorrect fitting or installation of the product in contravention of H S Jackson & Son (Fencing) Limited fixing and maintenance instructions available at the time of purchase.
- Misuse and neglect of the product.
- Normal 'wear and tear' on products in use.
- External events including environmental issues such as storms and floods, accidental damage, salt corrosion, civil unrest, forced entry or vandalism.

What costs are covered?

Provided the purchase has been validated within the terms stated and the defect has occurred in the guarantee period and is within the scope of the guarantee, H S Jackson & Son (Fencing) Limited will repair or replace the item at our discretion. If a replacement is offered but identical goods are no longer available, we will replace it with our nearest current equivalent product, if appropriate. If not a refund may be offered.

What costs are not covered?

Our liability is limited to the product supplied by us and does not extend to any consequential loss or damage arising from a defective product. We cannot cover you for incidental costs or expenses arising from the defect such as loss of use, hire of temporary replacement products and/or services, telephone calls, travel or accommodation expenses, time or inconvenience or loss of business earnings. Additionally, costs relating to routine care and maintenance, accident damage and replacing normal wear and tear items fall outside the scope and cover provided by this guarantee. (6)

If damage is caused by vehicle impact, acts of vandalism, forced entry or other unforeseen acts not associated with the normal use of the product, the guarantee on the part of the product affected will be invalid until it has been repaired or replaced.

How do I get a guarantee issue resolved?

The following procedure makes a guarantee claim process clear and simple:

- Contact your supplying Jacksons Fencing office using the contact details shown below to report the fault and your claim against the guarantee as soon as possible (and within one month) of the defect becoming apparent.
- If, in our opinion, the product defect is due to faulty materials or manufacture and that the conditions above have been met, we will arrange for one of our representatives to inspect the product in its installed condition.
- You should provide evidence of a regular and planned inspection, care and maintenance programme for the product.
- All work under the guarantee must be carried out by us or a repairer appointed by us who carry out the repair in accordance with our standards at our cost.
- On completion of the repair, any defective parts removed from the product become our property.
- Should we carry out work as a result of a claim but subsequently discover that the product has been abused or improperly installed, we reserve the right to charge you for any expense we incur.

Other conditions?

- Any timber subject to a claim must be returned for inspection supported by evidence of the date of purchase e.g. original Order Acknowledgment or Invoice from Jacksons Fencing or Jacksons Approved Installer. (5)
- For customers who are not consumers, the procedure outlined in this document is the sole remedy available against H S Jackson & Son (Fencing) Limited.
- This guarantee replaces all other terms implied by law and any other liability arising at law in respect of the product, against H S Jackson & Son (Fencing) Limited. Any such terms or liabilities are therefore excluded providing exclusion is not prohibited or negated by law.
- The terms of this 25 Year Guarantee are in addition to your statutory rights as a consumer under a contract of sale.
- H S Jackson & Son (Fencing) Limited reserves the right to modify or amend these guarantee terms without notice.
- The Jacksons 25-year Jakcure® Guarantee applies to purchases made in the UK on products for use within the UK only. (10)